

Tender Documents

**Tender for Job/Services of Material Handling, Painting & Packing,
Workshop Assistance, Office Assistance and Horticulture & cleaning at
BHEL HERP Varanasi.**

BHEL-HERP, Tarna, Shivpur, Varanasi

Tender No. HERP: WCM/Job/Service Contract: 2022-24

Dt. 18.10.2022

Submission of tender enquiry on **28.10.2022 by 02:00PM**

Due date for opening of bid on **28.10.2022 at 04:00PM**

Subject: Tender for Job/Services of Material Handling, Painting & Packing, Workshop Assistance, Office Assistance and Horticulture & cleaning at BHEL HERP Varanasi

Dear Sir(s),

We are pleased to invite your tenders, at www.eprocurebhel.co.in for the subject work. The terms & conditions of the tender are mentioned below:

1.00 GENERAL TERMS & CONDITIONS OF TENDER:

- 1.01 BHEL desires to have **Tender for job/Services of Material Handling, Painting & Packing, Workshop Assistance, Office Assistance and Horticulture & cleaning at BHEL HERP Varanasi.**
- 1.02 Tender Enquiry No. & due date must be mentioned on all the bids.
- 1.03 Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.
- 1.04 Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
- 1.05 Offers shall remain valid for **90 days period** from the due date of submission of tenders.
- 1.06 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 1.07 BHEL will not be responsible for the delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time.
- 1.08 Tenders received after due date and time are liable to be rejected.
- 1.09 BHEL reserves the right to increase or decrease the no. of workforce **up to 30%** at the same rates and terms and conditions of this contract during the currency of the contract.
- 1.10 Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, contract registration form etc.
- 1.11 No overwriting / correction in tender document by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by authorized signatory.
- 1.12 In case any typing error/other clerical errors is noticed by the bidder, in the tender documents,

Tender No. HERP: WCM/Job/Service Contract: 2022-24

Sign & Stamped

the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the bidder.

- 1.13 Each tenderer has to deposit EMD of **Rs. 19,03,080/- (Rupees Nineteen Lakhs Three Thousand Eighty only)** for the above services. EMD given by unsuccessful tenderer shall be refunded normally within fifteen days of award of work to the successful tenderer. EMD shall not carry any interest. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his rates or does not commence the work within the period as per LOI / Contract.

EMD is exempted for MSE having UDYAM registration. Vendor to submit covering letter with self-attested copy of UDYAM Certificate for EMD exemption.

- 1.14 **Cost of Tender Document: NIL.**

- 1.15 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

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

- 1.16 **No benefit will be applicable for that particular enquiry if required documents are not submitted before price bid opening.**

- 1.17 **SECURITY DEPOSIT:**

Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provisions of the contract.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

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

- i) Through NEFT/RTGS
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee will be in format provided by BHEL.
- iii) 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**)

- iv) 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).

(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).

Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should 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, with the approval of the authority competent to award the work.

The validity of Security Deposit shall be initially up to the validity of contract + 6 months, and the same shall be kept valid by proper renewal till the acceptance of Final bills of the contractor by BHEL.

Security Deposit shall be released to the Contractor upon fulfillment of contractual / Statutory obligations or after 06 (six) months from the date of completion of the contract, whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

The Security Deposit shall not carry any interest.

1.18 EARNEST MONEY DEPOSIT:

EMD of **Rs. 19,03,080/- (Rupees Nineteen Lakhs Three Thousand Eighty only)** shall be paid by tenderers for securing fulfillment of any obligations in terms of the NIT.

i) Modes of deposit

- The EMD shall be credited in BHEL, Varanasi account (before tender opening) Through NEFT/RTGS mode.
- Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer). Original copy of the same must be sent to below mentioned address and duplicate copy must be submitted along with tender documents.
- Address: SDGM (Commercial & WCM), BHEL HERP, Tarana, Shivpur, Varanasi, U.P.-221003

ii) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender, which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

iii) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

iv) EMD shall not carry any interest.

v) EMD of successful tenderer will be retained as part of Security Deposit.

1.19 The percentage of monthly agency's service charges as quoted in **Annexure-J** shall remain firm for the entire contract duration however the contract value of the service contract will vary depending on the following:

- a) Any changes in the monthly consolidated wages fixed by BHEL;
- b) The periodic Wage/VDA increase, as and when notified by the State Government will be applicable in the contract and accordingly the monthly bill of the contractor will get amended;
- c) Any changes in Bonus, PF / ESI contribution of employer's portion due to changes in Labour Laws.
- d) Payment to the contractor will be subject to TDS as per rules in force from time to time.

1.20 The value of contract will be worked out based on the percentage service charges as quoted by bidder. Service Charge **(Q) (in percentage)** as quoted by the bidders should be **inclusive of all taxes (excluding GST)**.

1.21 Evaluation of the bidders will be done based on quote of percentage service charges mentioned in Price Bid Format (**Annexure-J**). The contract would be **awarded to the Single bidder** quoting the minimum monthly agency's service charges per workforce as indicated at Annexure-J (Price bid format). In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates once. **In case, more than one bidders happen to occupy the L-1 status even after soliciting discount once, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s).** The L-1 bidder shall have to disburse Monthly Wages as per the details indicated in the **Annexure-F**. In addition to normal duty hours, the workforce(s) may be required to perform, on an average, over time of **200 hours in each year of contract**. (The number of OT hours is only indicative / as an additional information). However, the payment of OT hours shall be made at actual in line with **Annexure-I**. OT may be compensated by providing compensatory off also. In case compensatory off is provided, no additional payment for OT will be made. The decision of BHEL in this regard will be final and binding.

- 1.22 The contract will be applicable for a **period of two years** from the date of award of the job contract.
- 1.23 **Validity of rates:** Once the contract is entered, the agreed Agency Service Charge (in percentage) shall remain firm for the entire contract duration & will not vary on any account what so ever be the reason. However, any changes in the quantum of GST, if applicable, due to statutory variation, the same shall be admissible during the tenure of the Contract.
- 1.24 Tenderers are requested to go through the scope of services, visit each area etc. and get fully acquainted with the scope of services required for the BHEL HERP Varanasi including the existing job contract of the BHEL HERP Varanasi and get their doubts clarified regarding the above job before submitting the offer.
- 1.25 Tenderer must note that any false information / data or any suppression of facts will be disqualifying them even at a later stage also. The contractor will deploy trained and efficient workforce for the above job contract. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authority as & when needed.
- 1.26 The Contractor shall confirm that he shall abide by and is willing to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of this Agreement and the Company in turn agrees to engage the Contractor accordingly with effect from the date of award.
- 1.27 All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.
- 1.28 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.
- 1.29 After the scrutiny of technical bids all the technically qualified bidders may be required to attend a meeting for clarifications if any before the opening of price bids.
- 1.30 Penalty will be levied by BHEL as per relevant clauses of the tender because of delay, violation of contract conditions and non-performance of the Contractor.
- 1.31 The successful tenderer will be responsible for the quality of the service and will immediately rectify the deficiency pointed out in the service performed.
- 1.32 The deficient services if any pointed out by BHEL against any of the workforce of the contractor and if the same is not rectified by the contractor within the specified time given by BHEL authority, then contractor will be levied **as per clause no.2.52 of SPECIAL TERMS & CONDITIONS OF TENDER** and same shall be deducted by the Company from the monthly bill payable to the contractor.

2.0 SPECIAL TERMS & CONDITIONS OF TENDER:

- 2.01 **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. **Bidders shall include the cost of insurance cover in their service charges.**

- 2.02 **The contractor shall not deploy any person below the age of 18 years and above the age of 60 years.**
- 2.03 The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the Company and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.
- 2.04 Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating performance: -
- i. Timely rendering of services
 - ii. Quality of works/services
 - iii. Compliance with statutory requirements
 - iv. Safety consciousness
 - v. Maintaining of workforce in proper uniform bearing logo of the contractor
 - vi. Valid identity card with lanyards issued by the contractor.
- 2.05 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice period. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.06 The successful contractor will accept full and exclusive liability for the consolidated wages, PF, ESI, Bonus, two set of uniform (each set consisting of one shirt, one pant) and one pair safety shoe per year for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 2.07 BHEL will have no liability whatsoever concerning the workforce deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the contractor.
- 2.08 The contractor will be solely responsible for any unlawful act of their workforce while on duty.

In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.

2.09 If at any time during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the contractor's workforce are not up to the satisfaction of the Company or any terms of the contract are violated and contractor does not respond for improvement of the same. In such situation BHEL reserves the right to terminate the contract with a notice period of one month and may deduct the cost of the above mentioned unsatisfactory work from his bill or for recovery may forfeit the Security Deposit in part of full as the case may be.

2.10 In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by the entire workforce deployed at BHEL on a stamp paper of Rs.100/- duly notarized. For any changes of manpower during contract period, similar certificate has to be submitted by the contractor for the newly deployed manpower.

2.11 **SETTLEMENT OF DISPUTES & ARBITRATION:**

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

2.12 **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this contract, the courts at Varanasi, only shall have jurisdiction.

2.13 The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to the Uttar Pradesh with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.

2.14 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury /

indisposition 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 with statutory liabilities like ESI etc.

- 2.15 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/place of the Company. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 2.16 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable.
- 2.17 This Agreement shall be deemed to have become effective from the date of award of the contract with respect to all the work premises covered under this Agreement and will remain in force for a period of twenty-four months from the date of start of the work, which can be further extended on the same terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice period to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof.
- 2.18 **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in **Annexure-K** on day-to-day basis **on six days in a week, 9 Hrs. working with one-hour lunch break**. The workforce of the contractor shall accomplish work in shift duty as per the requirement. The contractor has to enforce the shift duty working timing in such a manner that services shall be completed efficiently and timely. Successful contractor has to ensure all the formalities in respect of Joining of their workforce in the contractor's establishment, registration of PF & ESI etc.
- 2.19 Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Contractor has to meet the shortages of leave /absenteeism through leave reserve / buffer workforce. Any deficiencies of the scope of services, the monthly payment of the services get deducted to the tune of shortages on account of leave / absenteeism after providing buffer workforce.
- 2.20 The contractor has to perform all the services as details mentioned in **Annexure-K** for BHEL HERP premises on day-to-day basis.

- 2.21 The contractor shall not render any extra services unless he receives specific written instructions in writing from the Head of works contract executing department.
- 2.22 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. 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. All the workforce deployed by the Contractor at work premises should 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. The workforce deployed by the contractor shall be hail and healthy and should not be suffering from any communicable diseases.
- 2.23 Due supervision of services at the work premises shall be ensured by the contractors work supervisors daily for closely monitoring services under the works contract and each work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. To the extent possible the works supervisors shall be identified for each type of services such as Material Handling, Painting & Packing, Workshop Assistance, Office Assistance and Horticulture & cleaning etc under scope of work of tender document. The major responsibility of the works Supervisors at BHEL HERP premises would be as under:
- a) Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
 - b) 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.
 - c) To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL HERP premises.
 - d) To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.
- 2.24 **Bidders shall provide three works supervisors in three shifts and shall include the cost of supervision services in their service charge.**
- 2.25 Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or un-parliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.
- 2.26 BHEL will nominate representative (hereinafter called "the Company Representative") from among the Executive of the respective working department for each work premise covered under this Agreement.

- 2.27 The Contractor or their representative shall visit the work premises of the Company covered under this Agreement twice a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.
- 2.28 The contractor will maintain an instruction book at job premises, serially numbered on each page, so that our 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 representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 2.29 The Contractor shall be held responsible for any damage / loss to the work premises / or the properties of the Company (i.e. missing or broken fittings, equipment, furniture etc. and loss of such things) caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.
- 2.30 The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 2.31 The successful contractor shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce employed for this contract. Any obligation on account of the above will be the liability of the Contractor.
- 2.32 The successful contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.33 Successful contractor shall have to execute contract agreement on a non-Judicial Stamp Paper of Rs.100/- at Varanasi.
- 2.34 **LABOUR LICENCE:** The successful contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under contract Labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days of from the date of placement of work order.
- 2.35 **IDENTITY CRAD:** The Contractor shall ensure that the work force/supervisors engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Contractor). Each work force 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.
- 2.36 **CHARACTER VERIFICATION AND ATTENDANCE:** The contractor should get the character / antecedence of each workforce deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the workforce deployed by him, due to any reason, the new incumbent should be

deployed with the clearance of Officer-in-Charge of BHEL.

- 2.37 **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the separate Challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises only which will be used for tallying / verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of 01st March to 28/29th February in 01st week of April month. All workforces must possess with UAN (Universal Account Number) so that they can view their balance/deposit online at EPFO website and can avail other benefits too.
- 2.38 **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue **Latest digital ESI card (if applicable)** to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the Challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01st week of month of November & for the period of October to March in 01st week of month of May.
- 2.39 **LEAVE / HOLIDAYS:** For every workforce deployed in BHEL premises, the contractor will give one day's weekly off for every six continuous working days. The Contractor's workforce shall be entitled for leave in each calendar year as admissible under guidelines as per Factory Act, 1948 should be observed with regard to earned leave. Contractor may incorporate the cost of such leave accrued in 12 month and reimburse to his workforce for un-availed period.
- 2.40 **BONUS:** The contractor shall ensure payment of Bonus (Minimum @ 8.33% to maximum 20% as per payment of bonus act 1965) is applicable for the wages upto Rs.21000/- (upper limit) to be computed @ Basic Pay of Rs.7000/-. The contractor shall strictly comply with the provision of Bonus Act 1965.
- 2.41 **WAGES:** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in **Annexure- F** which shall be made through direct credit in the bank accounts of its workforce (NEFT/RTGS) by the 7th of next English month. Any delay on this account shall be subjected to penalty or termination of contract. Opening of Bank A/c of their workforce or making payment of wages in their existing Bank A/c is the responsibility of successful contractor itself. Joining of their workforce in the contractor's establishment, registration of PF & ESI etc. is the responsibility of successful contractor.
- 2.42 The Contractor's workforce shall wear the proper uniform along with contractor's badges, proper identity card, and security check at the office premises by the Security staff of the Company.

2.43 **UNIFORM / LIVERIES:**

(i) Reimbursement for two sets (each set consisting of one shirt, one pant) of uniforms with stitching charge and one pair of shoe, per head limited to **maximum ceiling of Rs.2700/- per head for contract period of one year.**

(ii) The contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the contractor.

(iii) The contractor will issue uniforms as agreed upon as per clause no. 2.05. In case the Contractor's work force do not report for duty in proper uniforms as above then as a special case security will permit on request of contractor and same shall not occur more than thrice in a month. In case of re-occurrence of the same contractor will be levied **penalty as per clause no.2.52 of SPECIAL TERMS & CONDITIONS OF TENDER** and same shall be deducted by the Company from the monthly bill payable to the contractor.

2.44 **CANTEEN:** - Canteen facilities of BHEL will be extended to manpower deployed by the contractor on chargeable basis. Charges are based on current rate of canteen items which may vary in future.

2.45 **UNFAIR PRACTICE:** - The bidders should quote Service Charges considering all components cost of running the contract. They should not charge any amount on any account from the manpower deployed under this contract. Contractor has to give an undertaking along with monthly bill certifying that no amount has been charged from any person deployed by him.

In case, it is found that contractor has violated the above undertaking, on a complaint from any person or otherwise, BHEL reserves the right to terminate the contract and also action may be taken for suspension of business dealing/ban across BHEL as per extant policy of BHEL which is available on BHEL website at "www.bhel.com" on "Supplier Registration Page".

2.46 Statutory requirement of local authority / State Govt. / Central Govt. shall be responsibility of the successful tenderer.

2.47 BHEL shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor on Job Contract Basis under this Agreement.

2.48 **SAFETY PRECAUTIONS:**

- (i) All safety equipment such as safety belts for works at height, safety helmets, hand gloves, fluorescent jacket & other equipment (as required for this work) are to be provided by the contractor & used as per requirement.
- (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.
- (iii) Violation of applicable safety, health & environment related norms; a penalty as per clause no.2.52 of SPECIAL TERMS & CONDITIONS OF TENDER shall be imposed.
- (iv) In case of fatal accidents due to safety ignorance, a penalty of 1% of the contract value (maximum of Rs.5,00,000/-) per fatality in addition to clause no.2.52 of SPECIAL TERMS & CONDITIONS OF TENDER.
- (v) Bidders shall include the cost of safety equipment's (PPEs) in their service charge.

2.49 **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange First Aid Box at work site at a suitable location for all the time during service contract period.

2.50 **PAYMENT TERMS:**

- Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor will be paid **within 30 days of its receipt**. Any clarification sought by BHEL, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL and settled/submitted by the Contractor.
- The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.
- At the time of submitting the next bill contractor has to submit the details of payment of wage salary to their work force, proof of payment in the accounts of its workforce, proof of deposit of PF, ESI and GST etc., which will be for the purpose of ensuring that contractor has complied with the statutory requirement. Payments will be made to the contractor based on bills for work force deployed and GST Invoice submitted by contractor or his authorized representative.

2.51 **TAXES & DUTIES:**

- To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST compliant Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- GSTIN of BHEL will be provided to the Contractor along with the work order.
- Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned

separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.

- The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

GST PAYMENT: Basic invoice value and all other charges (except GST amount) will be paid as per tender document/agreement payment terms. GST portion of invoice value will be paid only after fulfilling following conditions:

- (a) Payment of GST amount into govt. account by service provider against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.
- (c) Display of GST credit against BHEL GSTIN No.09AAACB4146P2ZC on GSTN portal.
- (d) Input tax credit of GST can be availed by BHEL only when the services have been actually received and GST invoice is in possession of BHEL. Therefore, service provider should ensure the following in respect of tender document/agreement issued by BHEL:
 - i. GST invoice should contain address, GST No. and PAN No. of BHEL as well as of service provider. Applicable SAC code of the services should be indicated in the GST invoice.
 - ii. Declare such invoice in his GSTR-1 return for the month of services provided.
 - iii. Payment of GST to statutory authorities within prescribed time.

In case GST credit is delayed /denied to BHEL due to non or delayed receipt of services and or tax invoice or expiry of timeline prescribed in GST law for availing such ITC or any other reason not attributable to BHEL, GST amount shall be recoverable from contractor along with interest /penalty leviable on BHEL.

In case service provider delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal shall be recoverable from service provider along with interest levied/leviable on BHEL.

2.52 **PENALTIES AND FINE:** Additional Penalties and fine are detailed below-

S. No.	Description	Penalty/ Fine		
		1 st Instance	2 nd Instance	3 rd Instance
1	Non-compliance to Uniform: While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards.	1. The Contractor will be liable for fines of Rs.100/per day/per workman for non-wearing of uniform/wearing unclean/untidy uniform. 2. Rs.50/per day/per workman for not carrying valid identity card with lanyards. If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.		
2	Non-Availability of Tools & Tackles in line with respective clause of NIT:	The contractor has to provide required tools and tackles etc. including PPE (personal protective Equipments) to accomplish the job/services under the contract and ensure that sufficient stock of necessary tools is always maintained so as to meet normal requirement. In case contractor doesn't provide the necessary tools and tackles etc. within 07 days of intimation, then in that case, BHEL will procure the same from other sources and will levy the penalty of an amount equal to 1.5 times of the cost of		

		procurement and same shall be deducted by BHEL from the monthly bill payable to the contractor.
3	Non-compliance with Safety and Health Requirements in line with respective clause of NIT:	(i) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Contractor's risk & cost. (ii) Violation of applicable safety, health & environment related norms, a fine of Rs.5,000 per occasion shall be imposed. (iii) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed (maximum of Rs.20,000) per injury in addition to Rs.5,000 as mentioned above.
4	Delay in labour payment	An amount equivalent to the 1% of the delayed payment for each day of delay in payment of wages/salary but not exceeding 10% of the delayed amount.

2.53 "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of other permanent disability: Rs.7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

2.54 DELAY IN DISBURSEMENT OF MONTHLY WAGES: Service provider agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail {as mentioned in NIT). Similarly, the Service provider shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, and Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/salary payments by Service provider to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 1% of the delayed payment for each day delay in payment of

wages/salary but not exceeding 10% of the delayed amount. BHEL decision in this regard shall be final & binding in this regard.

Further, apart from the foregoing, the Service provider will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Service provider in complying with the provisions of Labour Laws as required to be complied with from time to time.

- 2.55 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Service provider to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Service provider either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Service provider shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Service provider in any of the Units of BHEL located in any part of India.
- 2.56 The bidders shall be deemed to have visited the site and studied the specifications and details of services to be done in the aforesaid manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.
- 2.57 Bidder may attend Pre-bid discussion in their own interest on **25.10.2022 & 26.10.2022** from 10.00 A.M. to 3.00 P.M. at HERP Varanasi with prior appointment. During discussions, the bidders may obtain answers to their queries related to scope and tender terms & conditions.
- 2.58 Unless specified in the tender, bidder must note that BHEL will arrive the L1 status for Monthly agency Service Charges (percentage of per month category wise wage per workforce as per S. No. 06 of Annexure-F. Accordingly order shall be placed on lowest bidder on individual item basis only, unless BHEL ask for terms other than this on exception basis. 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 once. **In case, more than one bidders happen to occupy the L-1 status even after soliciting discount once, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s).** Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- 2.59 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given below.**

"Integrity Pact (IP)"

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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 as per Clause no. 5, PROCEDURE FOR SUBMISSION OF TENDERS of NIT.

2.60 RISK & COST: This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-HERP Varanasi or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website **www.bhel.com**. To know the implications of suspension, the bidder may see aforesaid guidelines.

- Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

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

2.61 CONCILIATION: 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, execution, effect, interpretation or breach of the Contract, 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 (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

- 2.62 **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

3.00 QUALIFYING CRITERIA FOR THE TENDERERS:

3.01 Tender for Job/Services of Material Handling, Painting & Packing, Workshop Assistance, Office Assistance and Horticulture & cleaning at BHEL HERP Varanasi

- 3.01(a) Average Annual financial turnover during the last 3 years, ending on 31st March'2021 should be at least **Rs.285.46/- Lakhs.**
- 3.01(b) Bidders having experience of successfully completed job contract of similar services during last 7 years ending on 30th Sep'2022 should be either of the following: -
- I. Three similar completed jobs / services costing not less than an amount equal to **Rs. 380.61/- Lakhs each.**
OR
 - II. Two similar completed jobs / services costing not less than an amount equal to **Rs. 475.76/- Lakhs each.**
OR
 - III. One similar completed jobs / services costing not less than an amount equal to **Rs. 761.22/- Lakhs each.**

Note:

1. 'Similar services' mentioned in Para 3.01 (b) above shall be related to "Job/services of Material Handling OR Painting & Packing OR Workshop Assistance OR Office Assistance OR Horticulture and Cleaning of Office premises/Residential Township/Commercial Establishment like manufacturing plants etc with any Central Govt. / State Govt. / PSUs / Public Limited Company / Private Limited Company (Annual turnover not less than Rs 50 Cr). TDS certificate must be submitted along with Work Completion certificate.

2. No relaxation of "Turnover and Work Experience" will be given to MSEs.

3.02 At the time of submission of offer tenderers must have valid **PAN No., PF& ESI Registration No. and GST No.**

4.0 DOCUMENTS REQUIRED:

- 4.1 The Tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 4.2 **Audited copy** of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2018-19, FY 2019-20 & FY 2020-21. CA certificate containing UDIN No. of ICAI for the same shall be furnished.
- 4.3 Copy of acknowledgements of IT return of last three financial years i.e. FY 2018-19, FY 2019-20 & FY 2020-21 (AY 2019-20, AY 2020-21 & AY 2021-22).
- 4.4 Copies of Work Orders / award letters along with certificates of successful completion of the similar services executed by the bidders during last 7 years ending on 30.09.2022 as a supporting document. TDS certificate is also required against Point no. 3.01 (b) of PQR. BHEL reserves the right to **cross check** the documents from the issuing department. The certificate of successful completion should also contain the details of work order, duration of the contract, quantum of business done and its satisfactory completion. Evaluation will be done on the basis of documents submitted along with the tender and no further communication or document will be entertain in this regard.

- 4.5 For FY 2020-21, in case of unavailability of Balance Sheet & Profit & Loss statement, CA certificate for the same shall be furnished. CA certificate containing UDIN No. of ICAI for the same shall be furnished.
- 4.6 Tenderer has to submit a copy of registration certificate of PAN No., PF & ESI registration No., GST No. Tenderer who are already having PF registration No. may submit the same also.
- 4.7 Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid by mentioning '**Q**' in the column where quote is to be offered by the party.
- 4.8 A copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.
- 4.9 Tenderer has to submit the No Deviation Certificate duly signed in the format mentioned in **Annexure-A**.
- 4.10 The Bidder must submit a declaration (**Annexure-B**) that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- 4.11 Tender has to be submitted with CONTRACTOR REGISTRATION FORMAT (CRF) duly filled and signed as placed in **Annexure-C**.
- 4.12 Bidder must submit duly filled and signed check list enclosed at (**Annexure-D**).
- 4.13 Bidder must submit the Financial / technical details in the enclosed format (**Annexure-E**).
- 4.14 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
- 4.15 Bidder must submit signed and sealed **Annexure-F** as a token of proof that he would be liable to make payment to the workforce as per the sheet attached and abide by all statutory norms.
- 4.16 Bidder must submit signed and sealed **Annexure-I** as a token of proof that he would be liable to make overtime payment to the workforce as per the sheet attached.
- 4.17 Bidder must submit signed and sealed **Annexure-H** as a token of proof that he would be liable to deploy additional workforce to meet the shortages due to leave /absenteeism through leave reserve / buffer workforce.

5.00 PROCEDURE FOR SUBMISSION OF TENDERS:

Online offers through e-procurement are invited from the interested parties for the supply of the items mentioned for the subject tender.

The tender documents, CONTRACTOR REGISTRATION FORM (CRF) & Specification of item can be downloaded from our web site www.bhel.com, <https://herp.bhel.com> and <https://eprocurebhel.co.in>. BHEL will not issue tender in hard copy. It shall be downloaded from the above-mentioned websites. The bids shall be submitted online on [www.eprocurebhel.co.in](https://eprocurebhel.co.in) only. No bids through e mail /Fax/Hard copy will be accepted by BHEL.

Tenders will be received up to 02.00 P.M. on 27.10.2022 and will be opened on the same day at 04.00 P.M. online at BHEL, HERP Varanasi. BHEL will not be responsible for any type of net connectivity/digital signature related delay. Tender will be opened on the due date and time in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their firm for attending the bid opening.

Amendments / Corrigendum, if any, will be hosted on above mentioned websites only. Other terms and conditions will be as per tender documents.

The Tenderers should go through the General & Special Terms and conditions, qualifying requirements and submit the duly signed and stamped copy in support of compliance.

1. Address for Tender submission: [www.eprocurebhel.co.in](https://eprocurebhel.co.in)

2. For any information/clarification, vendor may contact the following executives of HERP:

1. Shri. Chandra Prabhakar Yadav
Manager (WCM)
Ph No: 0542-2720882
Mob. 8052365666
Email: - cprabhakar@bhel.in

2. Shri. Naresh Chandra Halder
SDGM (COMM & WCM)
Ph No: 0542-2720880
Mob. 8874200822
Email: - nch@bhel.in

DETAILS OF COMPOSITION OF PART-I (TECHNO-COMMERCIAL BID) & PART-II (PRICE BID)

PART-I (TECHNO-COMMERCIAL BID) shall comprise of following documents:

1. Documents in line to PQR.
2. Filled, signed and stamped copy of the tender documents.
3. EMD (EARNEST MONEY DEPOSIT) as per clause 1.18 of GENERAL TERMS & CONDITIONS OF TENDER.
4. CONTRACTOR REGISTRATION FORM (attached as annexure-C)
5. Integrity Pact

PART –II (Price Bid):

- A. Price bid containing service charge to be submitted as part-II of the tender.
- B. Prices should remain firm till the execution of the order.

Note:-

1. Part I of the tenders will be opened online by BHEL on the date of opening of this tender in the presence of tenderers who are present at the date and time.
2. Part-II - Price bid will contain service charge only. Price bid will be opened only for those parties who have qualified in techno - commercial bid.

Annexure-A

No Deviation Certificate

(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & condition.

Signature

With name, Designation & seal of the firm

Annexure - B

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature
With name, Designation & seal of the firm

	<u>Guidelines to Contractors</u> <u>filling up the Registration Form</u>	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	I of II

1. Registration Form may be obtained from BHEL website www.bhel.com.
2. Any clarification with respect to procedure for registration may be obtained from the Supplier Development Cell of respective BHEL unit/ Power sector Region.
3. The Contractor Registration Form has three sections:

Section-I: COMPANY PROFILE AND GENERAL INFORMATION

Section-II : RESOURCES OWNED BY THE COMPANY

Section-III : WORK EXPERIENCE

For each of the Work experience format filled up, the following needs to be attached:

- i) Self attested Copy of Work Order/Award letter and allied documents containing interalia (a) Brief Description of work, (b) Value of Contract (c) Time schedule
 - ii) Completion Certificates (Any one of the following):
 - a) Self attested copies of Work Completion Certificates issued by Owner or agency who has awarded the contract. BHEL reserves the right to verify the authenticity of the document from the originator. Hence kindly see that all contractual details are available in the completion certificates to lend easy verification if required.
 - b) Self attested copies of Protocol signed by Client and Owner, indicating the completion/achievement/execution of the Milestone achieved
 - c) Self attested copies of 'Final Bill' verified by Client/Customer which indicates the Quantum of work not less than that specified in Basic QR
 - d) Documentary evidence issued by Owner/Client, indicating the progress of Work achieved not less than that specified in the Basic QR even if the total contract is not completed/closed
 - iii) Relevant documents for each 'WORK EXPERIENCE' format being filled up are to be submitted.
4. All columns are to be filled up properly in the space provided for. Wherever it is not applicable, please mention "Not Applicable". The form is to be signed by the authorised signatory.
 5. A separate sheet may be attached if the space provided is insufficient or additional information is to be given. Please put proper identification tag on the separately attached sheet.
 6. Any information / clarification required by BHEL during evaluation must be given expeditiously.
 7. Please ensure that all required enclosures are attached with the filled up Supplier Registration Form and list of enclosures is given as required.
 8. Incomplete forms will be rejected.
 9. Please fill up the check- list given below and send along with the Supplier Registration Forms to BHEL.
 10. Please note that if you are registered and participate in Tender process and qualify to get order from BHEL, your performance based on Quality of your product, delivery performance and service rendered will be evaluated inline with Annexure VIII (page 4 of 4).
 11. If you are attaching a document in a language other than English, a self attested English translated document may please be also attached.

	Check List for Contractor Registration Form	Document No.	AA:MM:SR:01
		Revision No.	01
		Page No.	II of II

Sl.No.	Check-Point	Yes/No
1.	Information against all points under “Organizational Information “ has been given.	
2.	All enclosures and supporting documents have been enclosed.	
3.	Technical requirements, specifications, drawings ,standards have been received from BHEL before filling up Technical Competence.	
4.	All the parts of the form & enclosures have been signed by Authorised Signatory.	

Signature & seal

Date :

(Authorised Signatory)

Note: This check list is to be attached with the filled up Contractor Registration Form.

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.1 GENERAL INFORMATION

Sl No	Detail/Particulars	Remarks by BHEL, if any
1.1.1	<u>Name of Company seeking Registration:-</u>	
1.1.1a	Work description/package for which registration is sought.	Package code to be given by BHEL
1.1.2	Date of Incorporation/Establishment :- (Please attach Certificate of Incorporation)	
1.1.3	<u>Registered Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.4	<u>Head Office Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.5	<u>Mailing Address:-</u> ➤ Tel No : ➤ Fax No : ➤ Email ID: ➤ Web site :	
1.1.6	<u>Officer to be contacted for clarification on CONTRACTOR Empanelment:-</u> Name & Address ➤ Tel No : ➤ Fax No : ➤ Email ID:	

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

		Remarks by BHEL, if any
1.1.7 i	<u>Branches:-</u> Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
ii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
iii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID :	
1.1.8 i	<u>Sister Concerns if any:-</u> Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :	
ii	Address:- ➤ Contact Person: ➤ Tel No : ➤ Fax No : ➤ Email ID : ➤ Web site :	

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.2 OWNERSHIP INFORMATION

1.2.1	TYPE OF COMPANY (please tick “√” <u>any one</u> applicable)	Documents to be submitted	Remarks by BHEL, if any
i	Govt of India Undertaking ☐		
ii	State Govt Undertaking ☐		
iii	Public Limited Company ☐	Memorandum and Articles of Association	
iv	Private Limited Company ☐	Memorandum and Articles of Association	
v	Co-operative Society ☐	Society Rules and Byelaws	
vi	Partnership Firm ☐	Partnership deed	
vii	Proprietorship ☐	Professional Tax Registration & Municipal Registration	
viii	Any Other (specify) ☐	Supporting docuemnts	

1.2.2	DIRECTOR/PARTNER/OWNER/PROPRIETOR INFORMATION	Position Held In Company	Remarks by BHEL, if any
i			
ii			
iii			
iv			

1.2.3 DIRECTORS / PARTNERS, IF RELATED TO ANY BHEL EMPLOYEE.

NAME :
 STAFF NO. :
 DESIGNATION :
 Unit & DEPARTMENT :
 RELATIONSHIP :

1.2.4 IF ANY EX-BHEL PERSONNEL IS EMPLOYED BY THE COMPANY, MENTION HIS / HER DETAILS OF LAST POSTING.

NAME :
 STAFF NO. :
 DESIGNATION :
 UNIT & DEPARTMENT :
 DATE OF LEAVING SERVICE :

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.3 REGISTRATION PARTICULARS

Sl No	Description (PLEASE INDICATE PARTICULARS IN THE SPACE PROVIDED FOR EACH)	Required for	Documents to be submitted	Remarks by BHEL, if any
a	INCOME TAX (PERMANENT AC NO):-	All categories	Copy of Certificate	
b	SERVICE TAX REGISTRATION	All Categories	Copy of Certificate	
c	Sales Tax VAT Registration Number and Date :			
	1	As applicable	Copy of Certificate	
	2.	As applicable	Copy of Certificate	
	3.	All categories	Copy of Certificate	
	4.	As applicable	Copy of Certificate	
	5.	As applicable	Copy of Certificate	
d	PF Registration	All categories	Copy of Certificate	
e	CPWD/Government Organisation	As applicable	Copy of Certificate	
f	Geological Survey Of India/Equivalent	For Geo Tech Investigationsetc	Copy of Certificate	
g	IBR	For Boiler and IBR Piping	Copy of Certificate	
h	Contractorship License for Electrical Works (from any State/Union Territory of India)	For Electrical Works	Copy of Certificate	

1.4	MANPOWER	Remarks by BHEL, if any
A	Organisation Strength (In number): (please submit Organisation Chart)	

B	List of Key Persons on rolls of the Company				
	Category	No of persons in the Company	Qualification	Total work experience	Remarks by BHEL, if any
i	Resident Managers/Resident Engineers				
ii	Site Engineers (Erection & Commissioning)				
iii	Site Engineers (Quality)				
iv	Site Safety Co-ordinators				
v	Site Supervisors				
vi	Skilled Workmen				
vii	Others				

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.5 OTHER PARTICULARS

A	Registration with BHEL and Other Firms	Registration/Empanelment Number	Registration/Empanelment valid upto	Document to be submitted	Remarks by BHEL, if any
i	BHEL/Northern Region			Documentary evidence	
ii	BHEL/Eastern Region			Documentary evidence	
iii	BHEL Southern Region			Documentary evidence	
iv	BHEL Western Region			Documentary evidence	
v	Electricity Boards			Documentary evidence	
vi	NTPC/other Public Sector/Private Sector			Documentary evidence	
vii	PWD/Railways			Documentary evidence	

B	BANKING DETAILS OF COMPANY		
	Information of Bank Account of Company	Document to be submitted	Remarks by BHEL, if any
	The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer – EFT/RTGS) is to be submitted 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 9. Details of other Bankers (for reference purpose only) NOTE : CONTRACTORs who have already submitted the above information are requested to submit a copy of the same	Information of Bank Account of the Company, duly endorsed by the Bank	

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION-I: Company Profile & Organisational Information

1.6	QUALITY SYSTEMS	Certificate Number and Valid upto	Document to be submitted	Remarks by BHEL, if any
A	Accreditation to ISO 9001		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
B	Accreditation to ISO 14000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
C	Accreditation to OHSAS 18000		Copy of accreditation certificate OR Copy of 'Table of Contents' of 'Quality Manual'	
D	In House Quality Systems		Copy of quality manual .	

1.7 FINANCIAL INFORMATION FOR THE PREVIOUS THREE YEARS

Sl No	Financial Information	Financial Value in Rupees in Lakhs (Audited)		Remarks by BHEL, if any
		Year	Value in Rupees in lakhs	
i	NET WORTH (Latest) Paid up Share Capital* + Reserves			
ii	SALES/TURN OVER (Last three Financial Years)			
		Average		
iii	CASH PROFIT (PAT + Non Cash Expenditure viz Depreciation) (Last three Financial Years)			
iv	Whether CONTRACTOR has been referred to BIFR/NCLT/ any other similar Govt. Agency (If 'YES' enclose details)		YES/NO	
v	Whether CONTRACTOR is a potential sick Company (If 'YES' enclose details)		YES/NO	
vi	Copies of Audited Annual Accounts (Balance Sheet, P&L Account, Cash flow statement) for the last three (3) years to be submitted.			
vii	Status of Tax assessments done under various laws (Income Tax, VAT/Sales Tax, Excise & Service Tax, Custom) and details of disputes pending, if any, with these authorities to be submitted.			

Legend:

: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

RESOURCES

A) TOOLS & PLANTS, MACHINERY OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year	Quantity	Remarks

1. Please indicate all important T&Ps, Machinery owned by Company
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED

CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

B) INSPECTION, MEASURING AND TESTING EQUIPMENTS OWNED BY COMPANY

SL NO	Description of T&P, Machinery	Make	Capacity	Year of make	Quantity	Next Calibration due	Remarks

1. Please indicate all important Inspection, Measuring and Testing Equipments owned by Company
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED
CONTRACTOR REGISTRATION FORM

SECTION-II: Resources owned by the company

- C) TIEUPS or RATE CONTRACTS ENTERED INTO BY THE COMPANY FOR PROVIDING VARIOUS SERVICES WHICH THE COMPANY PROPOSES TO INDICATE

SL NO	SERVICES FOR WHICH TIEUPS / RATE CONTRACTS ENTERED FOR PROVIDING SERVICES	PLEASE INDICATE WHETHER SHORT TERM (1 YEAR) OR LONG TERM (ABOVE 1 YEAR)	Remarks

1. Please indicate all important Tie Ups entered by Company for providing various services
2. Please use additional sheets if required

BHARAT HEAVY ELECTRICALS LIMITED CONTRACTOR REGISTRATION FORM

SECTION – III: Work Experience

(use separate sheet for each CATEGORY/CODE)

WORK EXPERIENCE (in the last 5 years period ending on the date of submission of Application)

(use additional sheets if required)

GROUP	PACKAGE	CATEGORY	CODE

Sl no	Full Postal Address of Client and Officer in Charge	Brief description of Work & Quantities	Work Order No and date	Value of Contract in Rupees in Lakhs	Time schedule (in months)	Contractual Date of Completion	Actual date of completion	Present Status (of ongoing job)	Documents attached in support of columns (i) to viii)
	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
1									
2									
3									

Annexure-D

**CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1	EMD deposition of Rs. 19,03,080/- (Rupees Nineteen Lakhs Three Thousand Eighty only) as per clause 1.18 of GENERAL TERMS & CONDITIONS OF TENDER.		
2	Copies of the Audited Balance sheet and Profit & Loss account statements of last three financial years i.e. FY 2018-19, FY 2019-20 & FY 2020-21 duly certified by CA containing UDIN No.		
3	Acknowledgement of I-T return of last three financial years i.e. FY 2018-19, FY 2019-20 & FY 2020-21		
4	Details of work experience, satisfactory work performance certificates		
5	Copy of the PAN card.		
6	Copy of GST registration certificate		
7	Declaration enclosed at Annexure - A		
8	No deviation certificate enclosed at Annexure-B		
9	Bidder's detail as per Annexure-C		
10	Financial details / Work Experience as per Annexure-E		
11	Signed and Stamped Un- priced bid format (The bidder has to write "Quoted" in places where he has quoted in Price Bid at Annexure-J)		
12	Part 'II' – Price Bid (Annexure-J)		
13	Bidder must submit signed and stamped Annexure- G		
14	Bidder must submit signed and stamped Annexure-H		
15	Bidder must submit signed and stamped Annexure-I		
16	All the pages of tender document signed & stamped. (Including the scope of services)		
17	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		

Signature
With name, Designation & seal of the firm

Annexure-E

Financial Details

TURNOVER (F.Y.) (in Rs. Lakhs)	2018-19	2019-20	2020-21

INCOME TAX RETURN (F.Y.)	2018-19	2019-20	2020-21

EXPERIENCE	No. of Work	Value	Customer's Name

EMD DETAILS	DD / UTR No.	Date	Amount (Rs.)

WORK EXPERIENCE

SIMILAR WORKS	Nature of Works	No. of works	Value	Customer's Name

Signature
With name, Designation & seal of the firm

Annexure-F

Annexure-F		
CONSOLIDATED WAGES & OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS- PER MONTH		
Sl. No.	COMPONENTS	CATEGORY OF WORKERS - Unskilled
		Amount in Rs.
1(a)	Govt. of UP Minimum Wage as on 01.08.2022	7440
1(b)	Dearness Allowances w.e.f. 01.08.2022	3953
1(c)	Cash Component	3,200
1	Monthly Consolidated wages Including VDA as on 01.08.2022	14,344.44
2	PF Contribution on S.No.1	
(a)	CPF @ 13% on Sl.No.1 as employer contribution (CPF @ 12% + EDLI @ 0.5% + ADMINISTRATION CHARGES @ 0.5%)	1,864.78
3	ESI Contribution on Sl. No. 1	
(a)	ESI @ 3.25% as employer contribution on Sl no 1	466.19
4	Bonus (Minimum @ 8.33% to maximum 20% as per payment of bonus act 1965) is applicable for the wages upto Rs. 21000 (upper limit). To be computed @ Basic Pay of Rs.7000/-	928.33
5	Leave Salary 15 days Per Year	597.69
6	Per month category wise wage (Excluding Service Charge & GST)	18,201.43
7	Buffer (Reliever) provided against Leaves/Absences (Annexure - H)	(Actuals)
8	Payment of Over Time Amount (OT) (Rs.) as per (Annexure-I)	(Actuals)
Notes:-		
1	The monthly consolidated wages will be revised by BHEL as per sole discretion. Increase of VDA by UP Govt. Aug'2022 onwards will be incorporated in the category wise wage calculation and any further increase of VDA will become the part of monthly consolidated wages.	
2	Contractor will pay the Minimum Wages as per Government of Uttar Pradesh {Refer Sl. No. 1(a) & (1b)} along with the BHEL Additional Payment Component.	
3	TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.	
4	Calculation for PF & ESI, Payment of Extra Duty (OT), and Payment for buffer (Reliever) provided against Leave Availed/Absenteeism, Bonus, and Leave Salary will be based on the monthly consolidated wages inclusive of VDA.	
5	Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Contractor has to meet the shortages of leave/ absenteeism through leave reserve/ buffer workforce. Any deficiencies of the scope of services, the monthly payment of the Job/ services get deducted to the tune of shortages on account of leave/ absenteeism after providing buffer workforce. Payment for the Buffer/ Reliever (Leave Reserve) will be paid on actuals as per Annexure-H.	
6	Amount mentioned at sl. no. 1(a), 1(b), 2(a), 3(a) & 4 will be applicable as per Act.	
7	Amount mentioned at sl. no. 1(c), 5 & 6 will be applicable as mentioned above only.	
8	Calculation of ESI is based on the monthly consolidated wages inclusive of VDA+ Misc. Addl. Allowances+OT amount.	
9	Charges of Extra duty per Hour will be paid on actuals as per Annexure-I.	

(Signature and Seal of the Bidder)

Annexure-G

Annexure-G

CONSOLIDATED WAGES & OTHER ALLOWANCES & STATUTORY PAYMENTS / CONTRIBUTIONS- PER MONTH		
Sl. No.	COMPONENTS	CATEGORY OF WORKERS -Unskilled
		Amount in Rs.
1(a)	Govt. of UP Minimum Wage as on 01.08.2022	7440
1(b)	Dearness Allowances w.e.f. 01.08.2022	3953
1(c)	Cash Component	3,200
1	Monthly Consolidated wages Including VDA as on 01.08.2022	14,593.00
2	PF Contribution on S.No.1	
(a)	CPF @ 13 % on Sl.No.1 as employer contribution (CPF @ 12% + EDLI @ 0.5% + ADMINISTRATION CHARGES @ 0.5%)	1,897.09
3	ESI Contribution on Sl. No. 1	
(a)	ESI @ 3.25% as employer contribution on Sl no 1	474.27
4	Bonus (Minimum @ 8.33% to maximum 20% as per payment of bonus act 1965) is applicable for the wages upto Rs. 21000 (upper limit). To be computed @ Basic Pay of Rs.7000/-	949.04
5	Leave Salary 15 days Per Year	608.04
6	Per month category wise wage (Excluding Service Charge & service Tax)	18,521.44
7	Buffer (Reliever) provided against Leaves/Absences (Annexure - H)	(Actuals)
8	Payment of Over Time Amount (OT) (Rs.) as per (Annexure-I)	(Actuals)
9	Contractor's Service charges	Q
10	Per month wage including service charge	(Actuals)
	Grand Total	(Actuals)
11	No. of Workers	144
12	Contract value per month including service charges excluding GST	(Actuals)
13	Total expenditure in 24 Months including Service charges excluding GST	(Actuals)
14	Buffer (Reliever) provided against Leaves/Absences (Annexure - H)	(Actuals)
15	Payment of OT Amount (Rs.) in 24 months (Annexure- I)	(Actuals)
16	Total Expenditure in 24 Months including Service charges excluding GST	(Actuals)
17	GST addl. as applicable will be reimbursed	(Actuals)

(Signature and Seal of the Bidder)

Annexure-H

Category wise Summary Sheet for Leave/Absenteeism Reserve (Reliever)/(Buffer Workforce)		
Sl. No.	COMPONENTS	CATEGORY OF WORKERS - Unskilled
		Amount in Rs.
1(a)	Govt. of UP Minimum Wage as on 01.08.2022	7440
1(b)	Dearness Allowances w.e.f. 01.08.2022	3953
1(c)	Cash Component	3,200
1	Monthly Consolidated wages Including VDA as on 01.08.2022	14,593.00
2	Per Day Consolidated Wages including VDA	561.27
3	PF Contribution on S.No.1	
(a)	CPF @ 13 % on Sl.No.1 as employer contribution (CPF @ 12% + EDLI @ 0.5% + ADMINISTRATION CHARGES @ 0.5%)	1,897.09
4	ESI Contribution on Sl. No. 1	
(a)	ESI @ 3.25 % as employer contribution on Sl no 1	474.27
5	Per month category wise wage	16,964.36
6	Per day amount for buffer provided on account of Leaves/Absences	652.48
7	Contractor's Service charges	Q
8	Per day amount (including service charge) for buffer provided on account of Leaves/Absences	Actuals

Note: - Based on the Service Charge (in percentage) as quoted by the bidder in Annexure-J, the final value of S. No. 08 will be arrived.

(Signature and Seal of the Bidder)

Annexure-I

Break up of OT Rates as on date		
Sl. No.	Particulars	CATEGORY OF WORKERS -Unskilled
		Amount in Rs.
1(a)	Govt. of UP Minimum Wage as on 31.08.2022	7440
1(b)	Dearness Allowances w.e.f. 01.08.2022	3953
1(c)	Cash Component	3,200
1	Monthly Consolidated wages Including VDA upto 01.01.2023	14,593.00
2	OT Rate per Hr. {(Monthly Consolidated wages*2)/208 hrs.}	140.32
3	ESI on OT @ 3.25 %	4.56
4	Sub Total of OT Rate per Hr. plus ESI on OT @ 3.25 %	144.88
5	OT Rate (Rs.) per Hr. excluding Service Charges & GST	144.88
6	Contractor's Service charges	Q
7	OT Rate including ESI & Service Charges	Actuals

Note: - Based on the Service Charge (in percentage) as quoted by the bidder in Annexure-J, the final value of S. No. 07 will be arrived.

(Signature and Seal of the Bidder)

Annexure-J

PART 'II' – PRICE BID

Agency's Monthly Service Charges (Q) (percentage of per month category wise wage per workforce as per S. No. 06 of Annexure-F) (inclusive of all taxes but excluding GST)	(in percentage)
In words Percentage :-	

Note : The above quoted service charge will remain firm (fixed) for the entire contract duration and it will be applicable in following Annexures:-

Annexure-G at S. No.09;
Annexure-H at S. No. 07;
Annexure-I at S. No.06;

(Signature and Seal of the Bidder)

SCOPE OF WORK

JOBS / SERVICES REQUIRED: Material Handling, Painting and Packing, Workshop Assistance, Office Assistance and Horticulture and cleaning at BHEL HERP Varanasi

Detail of workforce required for Jobs/Services as mentioned at Sl. No I, II, III & IV

Type of workforce	Qty.
Unskilled	144

(I) Material Handling

Handling, movement, shifting of materials is to be carried out as per location given below:-

a. MAIN STORE AREA

1. Loading / unloading of materials.
2. I. Material handling in stores.
II. Loading/unloading of material from receipt section to custody section.
III. Loading / unloading of material from custody section to shop as & when reqd.
IV. Cleaning, placement & stacking of materials in stores & open platform.
V. Stacking of materials on open platform and open areas.
VI. Upkeep of materials in shed & covered stores.
3. Opening of packing boxes / crate gunny bags etc.
4. Counting of material.
5. Identification & marking of material.
6. Cleaning & preservation of material being stored.
7. Marking / writing / punching of SRV, Material code, Q number on all incoming Materials / stores.
8. Day to day issue of materials to user departments.
9. Handling of surplus / condemned / rejected / scrap materials.
10. Any other work assigned from time to time.

b. SHOP AREA

- i. Feeding/transfer/shifting of material from main stores/platform/open areas to shop.
- ii. Material handling from one work center to another work center.
- iii. Shifting of finished material from shop to dispatch area.
- iv. Loading / unloading of material from trucks/tempo etc.
- v. Removal of chips from machines.
- vi. Shifting of chips from shop to scrap yard.
- vii. Removal of off-cuts from shearing machine & gas cutting section.
- viii. Cleaning of shop floor, shop stores, supervisor cabin, CNC Room etc.
- ix. Loading & unloading of material on work centers.
- x. Any other work assigned from time to time.

c. MAINTENANCE AREA

- i. To assist maintenance team for handling of O & M spares / equipment's etc, for preventive/ routine maintenance of machines.
- ii. Transfer & inter bay shifting of tools/tackles, oils / grease, O & M spares, oil drums etc.
- iii. Material handling during installation of new & retrofitted machine tools/equipment's on shop floor.
- iv. Repairing of electrical wiring and attending other electrical complaints in the township, guest house and office building of the plant.
- v. Topping up the oil (hydraulic oil, lubricants etc.) In the machines and supporting the maintenance group during the machine maintenance.
- vi. Any other work assigned from time to time.

d. DESPATCH AREA

- i. Handling of all displaceable materials to customers/projects/sites.
- ii. Handling of materials during packing in boxes/crates.
- iii. Handling of materials during painting/preservation before packing.
- iv. Handling of materials during writing/identification.
- v. Handling of store issued finished/BOI items/materials for dispatch.
- vi. Loading of loose materials, packed boxes/crates on trucks/ trailers/ trolley etc.
- vii. Any other work assigned time to time.

e. SUBCONTRACTING AREA

- i. Loading & handling of subcontract materials such as castings, forgings, rounds / rods, plates, free issue materials and BOI items etc for processing / assembly at vendor/subcontractor's works.
- ii. Unloading & handling of subcontracted Jobs.
- iii. Any other work assigned from time to time.

f. CLH/VLH & INSPECTION/TESTING AREA

- i. Handling of CLH / VLH for testing.
- ii. Handling of incoming materials during inspection.
- iii. Handling of materials/ CLH / VLH during dispatch to various customer /projects /sites.
- iv. Any other work assigned from time to time.

(II) Office Assistance

- i. General assistance for handling of documents.
- ii. Receipt and dispatch of documents.
- iii. Distribution of documents in other departments.
- iv. Maintenance & keeping files, filing of paper and other miscellaneous work.
- v. Any other work assigned from time to time.
- vi. Data entry of deferent departments like finance, commercial & shipping, HR, Planning Production etc.
- vii. Photo copying of documents at photo state centers.
- viii. Any other work assigned from time to time.

(III) Workshop Assistance

Providing assistance in workshop on various work centers for following:-

- i. Assistance in Machining of jobs
- ii. Assistance in Measurement of jobs
- iii. Assistance in Inspections of jobs
- iv. Assistance in Job setting
- v. Assistance in Oiling of machines
- vi. Any other work assigned from time to time.

(IV) Painting and Packing

a. Cleaning & Primer coating on the jobs :

- a. Use kerosene oil/ thinner / cotton waste / old dhoti for cleaning & removal of oily & grease / rusted/scaled surface.
- b. Use Wire brush / rust remover / Amery paper for rust & dust removal of jobs and equipment's/structures etc. from time to time.
- c. Primer coating to be done as per requirement of the jobs.
- d. Preservation of finished jobs to be done as per requirement of jobs shown in paint request form.

b. Anti-corrosive priming & Painting of jobs:

- a. Anti-corrosive paints to be applied after checking surface preparation of the jobs.
- b. Painting the surface by suitable sizes of brush and spray gun as per Job requirement.
- c. Anti-corrosive priming & finish paint on jobs is to be done as per instruction mentioned on paint requisition form.

c. Packing & writing on Wooden boxes / crates & loose items:

- a. Handling and packing as per documents.
- b. Threaded portion of the finished jobs to be protected by plastic sleeves / wrapping gunny bags cloths before final packing as per packing instructions.
- c. Packing cases are properly secure by nailing and hoop iron strips.
- d. Each wooden packing boxes/crates/ loose items are to be marked by paint/identification tag/stencils to indicate package no, address of consignee / consignor and other packing instruction if any before dispatch from the plant.
- e. Loose items to be wrapped in Gunny Bags/ Plastic sheets / bituminous paper before packing.
- f. All the packing boxes/crates to be properly nailed and strapped before dispatch.

(V) Horticulture and Cleaning

a. Sweeping Services

Work of sweeping of roads and open areas shall include the following activities:

Location of Roads/ Open Areas:

- (i) In front of Main Gate

- (ii) Motor Cycle Stand
- (iii) Area between Main Gate & Extension of Bays.
- (iv) Shop Floor Extension area Bay-I, Bay-II & Bay-III
- (v) Pitch Road from Main Gate Crossing to Old CLH/ VLH Test area
- (vi) From HERP Substation to D.G. Set extended to Diesel Tank Area.
- (vii) In front of Main Stores, surrounding the Canteen
- (viii) New Material Gate Area
- (ix) Modular Brick Road (Chip Yard to Canteen)
- (x) Surrounding Administrative Building and H.R. Office
- (xi) In front of Material Gate (inside & outside both)
- (xii) New Fabrication Shop & Open Gantry Area
- (xiii) All Pitch Road of Tarna Township.
- (xiv) Modular Brick Area from small gate to Project House gate.
- (xv) Security Barrack to Temple crossing.
- (xvi) Road from SAS Office to Project House area.

Activities to be performed as given under:-

- (i) Daily sweeping of roads along with pavements.
- (ii) Sweeping of open areas in the township weekly.
- (iii) Collection of refuse so generated and dumping it at specified location(s).
- (iv) Collection of garbage from the offices (no. of houses to be specified by the unit) on daily basis and dumping it at specified location(s) (wherever applicable).
- (v) Removal of ash, muck, brick pieces, animal excreta, dead animals/birds, other wastes etc. on daily basis and dumping it at specified locations.
- (vi) Transportation of dumped refuse/waste from the specified locations to the designated place.
- (vii) Grass uprooting all along the roads, road flanks, Modular Brick laid passages so as to keep the roads and area safe and clean.
- (viii) Cleaning, leveling and dressing the road side area by removing water logging on the road with proper gradient to make it safe for road users.
- (ix) Cleaning all the road side weep holes provided on the roads to drain out rain waters from the roads as and when required.
- (x) All miscellaneous types of cleaning jobs related to road and road sides and open area to make the same safe and hygienic.
- (xi) Cleaning/ de-silting of open drains of any cross section including disinfecting the drains after cleaning with bleaching powder and dumping the silt/ muck/ waste material at specified locations as per below.
 - a. From HERP sub-station to Compressor room.
 - b. From Administrative Building to Main Stores.
 - c. From Temple to other last end to open land area.
 - d. Behind Type-C quarters to other last end to open land area.
- (xii) Cleaning/de-silting of surface drains after removing the cover plates/concrete slabs once in a month including disinfecting the drains and dumping the silt/muck/waste material at specified locations. Job to be carried out portion-wise and cover to be re-fixed properly after cleaning of one portion. Likewise other portions to be taken up. All the connecting pipes/ underground portion up to 3 mtrs. pits/ manholes up to depth of 1.5 mtrs. will be considered as surface drain.
- (xiii) Cleaning/de-silting of manholes of any cross section or depth more than 1.5 mts.
- (xiv) Spraying of Anti-mosquito breeding pesticides in areas within plant & township.

b. House Keeping Services

(i) Housekeeping services shall be provided by the Contractor at following locations:

- i. Administrative building (02 Floors).
- ii. Annexe Building (02 Floors).
- iii. H.R. Office.
- iv. Q.C. Office
- v. Main Stores
- vi. Supervisor Cabin
- vii. Maint. Office
- viii. Main Gate Office
- ix. Material Gate Office
- x. CLH/ VLH Test Cabin (NFS)
- xi. CLH/ VLH Test Cabin (old)
- xii. Canteen Dining Halls & Cooking Area
- xiii. ET Hostel
- xiv. Temple Area
- xv. Union Offices

Activities to be performed as given under:-

- i. All Office furniture items, furnishings, fittings and fixtures, lights, fans, electronic equipment's, cabins in the aforesaid buildings.
- ii. Toilets, Urinals, Wash Basins and area around coolers.
- iii. Open area surrounding the buildings/parking.
- iv. Sweeping the floors twice a day once in the morning before the start of office and second time during the evening /after lunch hours.
- v. Collection of garbage and its disposal.
- vi. Removal of cob-web.
- vii. Mopping of floors with disinfectant /anti-bacterial chemicals once a day in the morning before the start of office.
- viii. Cleaning of floors with soap 02 times a week.
- ix. Cleaning and polishing /buffing of floors 01 times a month.
- x. Lobby and common areas to be mopped 01 times a day.
- xi. Cleaning of toilets and urinals pots with acid 02 times per day.
- xii. Cleaning and polishing of tiles and urinal separators as per requirement.
- xiii. Cleaning all common Toilets, Urinals, wash basins, water cooler areas etc. before opening of office, immediately after lunch hour and after closure of office thoroughly using disinfectants, keeping Toilet rolls, filling soap dispensers in the morning, and after lunch hour and keeping fresheners/ naphthalene balls at appropriate places.
- xiv. Cleaning all attached Toilets before opening of office and after closure of office thoroughly using disinfectants, keeping toilet rolls, filling soap dispensers in the morning and keeping fresheners./naphthalene balls at appropriate places.

Horticulture Services

Maintenance of Lawns, Hedges & Borders:

Location of Lawns:

- i. In front of H.R. Office
- ii. In front of Gate of Extension of Production shop Bay-I
- iii. Behind the Q.C. Office (in between Bay-II and Bay-III)
- iv. Behind the Bay-III
- v. Adjacent to H.R. office (in front of Main Stores Platform)
- vi. In front of Canteen
- vii. Behind the Canteen
- viii. New Material Gate Area
- ix. Subhash Park
- x. Vivekanand Park
- xi. Project House
- xii. ET Hostel
- xiii. Township Temple compound
- xiv. Cricket/ Football Playground of Township
- xv. Guest House

Maintenance of Lawns, Hedges & Borders its maintenance which shall include the following activities:-

1. Watering two times in summer and once in the winter & raining seasons.
2. Mowing of lawns, cutting of hedges and borders so as to maintain the height of the grass/ hedge/ border.
3. Weeding of lawns, hedges and borders as and when necessary but not less than minimum 02 times in a month.
4. Application of manures, fertilizers, insecticides, weedicides and pesticides as and when required.
5. Propagation of lawn grasses, replanting of hedges/borders whenever required, so as to ensure that the lawns, hedges, borders look green and well nourished.
6. Growing of Flowers in flower beds and their maintenance at following locations :

Locations:

- a) In front of Main Gate (Between Main Gate and Road)
- b) Inside Main Gate (In front of Doctors Chamber)
- c) Adjacent to Water Fountain
- d) In front of Gate outside of Extension area
- e) Canteen Area
- f) In front of Material Gate
- g) Project House
- h) Guest House
- i) In front of Temple of Tarna Colony.

Growing of flowers, its maintenance which shall include the following activities:-

1. Preparation of Flower Beds by digging
2. Planting of seasonal plants
3. Application of I.S. standard fertilizers and manures and marking as and when required
4. Re-filling, levelling and marking as and when required.
5. Mulching weeding and removal of dead flowers as and when required.
6. Spraying of pesticides, insecticides and weedicides as and when required.
7. Watering
8. Propagation of adequate number of seasonal plants in nursery.
9. Planting of Trees/ Shrubs & their Maintenance.
10. Planting of 200 nos trees/shrubs
11. Maintenance of trees/shrubs
12. Watering of trees/shrubs to ensure their proper growth.
13. Application of fertilizers, manures, pesticides and insecticides whenever required
14. Re-digging and gap filling whenever and wherever necessary.
15. Pruning of trees/shrubs as and when required.
16. Propagation of adequate number of trees and shrubs at nursery.
17. Propagation and Maintenance of potted plants. The work includes Watering (two times in summer and once in the winter & raining seasons).
18. Mulching and weeding the soil including top dressing, and turning the pots.
19. Pruning and shaping of plants as and when required
20. Application of manures and fertilizers and spraying of pesticides, weedicides, insecticides whenever required.
21. Repotting including removing from pot, repotting the plant by trimming the roots, filling the new soil and planting.
22. Repotting and replacing the broken pots as and when required.
23. Colouring of pots as and when required.
24. Placing of decorative pots in different buildings and shifting and arrangement of pots on important occasions
25. Mixing of potting soils, propagation of plants of different species/ varieties in nursery.
26. Cleaning of lawns, nurseries, garden/park and removal of leaves/waste material including stacking as a heap in an identified place for disposal
27. Disposal of garden garbage including loading and unloading at least 500 Mtrs lead.
28. Transportation of potted plants from nurseries to required places including loading and unloading of potted plants & other items from offices viz Sofa, Podium etc. & returning back after completion of program during VIP visits, celebration of Independence Day, Republic Day & Other Functions putting lime on both side of Road in plant etc.

NOTE: Water will be supplied by BHEL free of cost up to the last existing point. Thereafter, the contractor will make his own arrangements to distribute water wherever required.

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

RA will not be conducted for this enquiry.

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as
per the latest audited financial year..... as per MSMED Act 2006 is as follows:

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

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

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

Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which
is not applicable) and the date of graduation of such enterprise from its original category
is (dd/mm/yyyy) which is within the period of 3 years from the date of
graduation of such enterprise from its original category as notified vide S.O. No. 3322(E)
dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of
MSME.

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

Tender No.: WCM/Job/Service Contract: 2022-24
Date: 18.10.2022

ANNEXURE - N

NEFT/RTGS details of BHEL Account

Bank Name: State Bank of India,

IFSC Code: SBIN0000201,

Account No: 011103264820,

Branch Code: 0201,

Address: State Bank of India, Main Branch Kachaheri, Varanasi.

Annexure-1

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

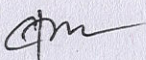
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.



Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

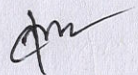
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

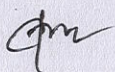
- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.



Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

(C.P. Yadav)
Manager (WEM)

For & On behalf of the Principal
 (Office Seal)

Place Varanasi
 Date 17/10/22

Witness: _____
 (Name & Address) _____

For & On behalf of the Bidder/ Contractor
 (Office Seal)

Witness: _____
 (Name & Address) _____

GENERAL CONDITIONS OF CONTRACT (GCC)

REV_00 DATED 11.09.2020



**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY EQUIPMENT REPAIR PLANT
TARNA, SHIVPUR
VARANASI-221003**

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CHAPTER I

DEFINITIONS

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

- a) "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement of Work Order, the accepted appendices of Rates, Schedules, Quantities if any, General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically mentioned.
- b) "TENDER SPECIFICATION" or "TENDER" or "TENDER DOCUMENTS" shall mean General Conditions, Special Conditions, Price Bid, Rate Schedule, Technical Specifications, Appendices, Annexures, Corrigendum, Amendments, Forms, procedures, Site information, etc and drawings/documents pertaining to the work for which the tenderers are required to submit their offers.
- c) "WORK" means all Permanent and Temporary Works as described in the Scope of Work and BOQ in individual work order and /or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer - Incharge in writing, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- d) The "SITE" means the land and/ or other place on/into/ through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- e) The "CONTRACTOR" means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- f) "ENGINEER" or "ENGINEER IN CHARGE" shall mean an employee of BHEL as may be duly appointed and authorized by Competent Authority/Accepting Officer of BHEL to act as "Engineer" on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents.
- g) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its unit HEAVY EQUIPMENT REPAIR PLANT located at Tarna, Shivpur Varanasi, Uttar Pradesh -221003.

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

CHAPTER II

2.0 GENERAL INSTRUCTIONS TO THE TENDERERS

2.1 GENERAL INSTRUCTIONS

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

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

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

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

2.2 SUBMISSION OF TENDERS

- 2.2.1. The tenderers must submit their tender as per instructions in NIT in hard copy (if enquiry has been floated through conventional mode) or online through e-procurement portal (if enquiry has been floated through e-procurement) only.
- 2.2.2. Tenders submitted by Post shall be sent by Post with due allowance for any postal/ courier delays. BHEL shall not be responsible for any postal delay.
- 2.2.3. In addition to submission of paper bid, bidder may submit offers by E-mail which shall be processed as per the Standard operating procedure at Annexure-C.
- 2.2.4. Tenders shall be signed by a person authorised/empowered to do so. An attested copy of the power of attorney, in case the tender is signed by an individual other than the sole proprietor, shall be submitted along with tenders with details mentioned under:

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

- 2.2.5. Unless otherwise specified in NIT the bids shall be invited in two parts:

PART I Techno- Commercial bid: This shall consider of following documents:

- Technical specifications of the offer.

- Duly filled form and documents in support of meeting the pre-qualifying requirement.
- Signed and stamped unpriced copy of Price Bid.
- Duly filled Supplier Registration Form (SRF) downloaded from www.bhel.com.
- DD/EFT/UPI receipt for the amount equal to Tender cost as mentioned in NIT in favour of 'BHEL VARANASI' payable at Varanasi or Account details mentioned under:

EFT /RTGS Details	UPI Details
Bank Name: State Bank of India, IFSC Code: SBIN0000201, Account No: 011103264820, Branch Code: 0201, Address: State Bank of India, Main Branch Kachaheri, Varanasi.	Scan & Pay Using Any UPI App to UPI ID: bhel20@sbi MERCHANT NAME: BHARAT HEAVY ELECTRICALS LTD

- MSME shall be extended exemptions as per guidelines of Ministry of Micro Small Medium enterprises and Clause 2.5.5.

PART II Price Bid as per NIT.

2.2.6 The Part-I and Part-II Bids are to be sealed in separate envelopes and marked as "Techno-commercial Bid (Part-I)" and "Price Bid (Part-II)" respectively. Both the envelopes are to be kept in another common envelope and marked as "BID". Each envelope should be sealed and super scribed with NIT No, Bidder's name and address on each envelope.

2.3 EVALUATION OF TENDERS

- Technical bids submitted by the tenderer will be opened first & evaluated for fulfilling Pre Qualifying requirement and other conditions in NIT/ Tender documents
- The bid will be opened as per date & time mentioned in NIT as per Standard operating procedure (SOP) for opening of tenders invited in Hardcopy/E-mail as per Annexure-C.
- The Bidder or his authorised representative may be present at the time of opening of bid on the specified date after seeking written permission in this regard from Tender Inviting authority taken prior to Tender opening date. A copy of confirmation /acceptance must be produced in the office by the person attending the opening of bid else he shall be denied permission to attend the opening of bid.
- In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.

2.4 EARNEST MONETY DEPOSIT

2.4.1 Rates of EMD shall be as under:

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

Where work is to be split on two or more contractors, amount of EMD may be based on the maximum quantum of work envisaged on one Contractor.

2.4.2 The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender Opening).
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- (iv) Fixed deposit receipt (FDR) issued by any scheduled banks/ Public Finance Institutions as defined in Companies Act (FDR should be in the name of the contractor, a/c BHEL).

In addition to above, EMD in excess of Rs.02.00 lacs may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

2.4.3. FORFEITURE OF EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

2.4.4 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of Contracting deptt., not below the rank of AGM.

2.4.5 EMD shall not carry any interest.

2.4.6 SPECIAL CONDITIONS FOR MSME: Refer Clause No-2.5.5.

2.5 SECURITY DEPOSIT 'SD':

2.5.1. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 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)

2.5.3. COLLECTION OF SECURITY:

- 2.5.3.1 At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit shall be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 2.5.3.2 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 2.5.3.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

2.5.4 REFUND OF SECURITY DEPOSIT:

- 2.5.4.1 After expiration of the Defect Liability period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate", the security deposit shall be refunded to the contractor as follows: 100% shall be released after satisfactory completion of the Defect liability period of the work duly after verification/certification by Engineer-In-charge.
- 2.5.4.2 The Defect liability period of work shall be as per section 2.6.

2.5.5. SPECIAL CONDITIONS FOR MSME- EXEMPTIONS

- 2.5.5.1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon.
- 2.5.5.2 MSE suppliers can avail the intended benefits as per guidelines of Ministry of MSE only if they submit following documents along with part I bid:
- Attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II)
 - Valid NSIC certificate/UAM certificate
 - EM-II certificate along with CA certificate, where deemed validity of EM-II certificate of five years has expired, applicable for the relevant F/Y (latest audited).
- 2.5.5.3. Date to be reckoned for determining the deemed validity will be the date of bid opening (part -1 in case of two part bid).
- 2.5.5.4. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a gazetted office.
- 2.5.5.5. In case of any change in the MSE status of the bidder, it shall be responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to notice of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE, then BHEL would cancel the pending order against this tender and take necessary action

suspension of the business dealing with the bidder as per procurement policy of BHEL.

2.6 PERFORMANCE GUARANTEE FOR WORKMANSHIP/ DEFECT LIABILITY PERIOD

Unless otherwise specified in Special Conditions of contract (SCC), the contractor shall be responsible for the quality of the workmanship and shall make good or remedy at his own expense within defect liability period which shall be for a period of 12 months from date of completion of works or else as mentioned in special conditions for contract. During this period the contractor shall rectify free of cost all defects due to faulty erection, installation & commissioning detected during defect liability period. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the contractor's risk and cost (Refer Clause 4.9), without prejudice to any other rights & recover the same from the Security deposit.

2.6.1 BANK GUARANTEES

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

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

2.6.1.2. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder

2.6.1.3. Bidders to note that any corrections to the Bank Guarantees shall be done by issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

2.6.1.4. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the head of contracting department.

2.6.1.5. The validity of Bank Guarantee towards security deposit shall initially up to completion period plus defect liability period + 3 months (claim period) and the same shall be further kept valid as per advice of Engineer in charge.

2.6.1.6. Further BHEL reserves the right of forfeiture of security deposit in addition to other claims & penalty in the event of contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms & conditions of the contract. BHEL reserves the right to set off the security deposit against any claims of any contracts with BHEL.

2.6.1.7 Release of SD: 100% SD shall be released only after expiry of Defect liability period subject to satisfactory completion of work as per contract & submission of claim as per prescribed claim format.

2.7 TENDOR COST:

Bidders must deposit the Tender cost as mentioned in the NIT through EFT and submit proof of the same along with bid. (MSME vendors may refer clause No- 2.5.5).

2.8 VALIDITY OF OFFER:

The validity of the offer shall be 90 days or else as specified in NIT.

2.9 RIGHT OF BHEL TO REJECT TENDERS:

2.9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

2.9.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

2.9.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job as per the required schedule. The decision of BHEL will be final in this regard.

2.9.4 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidders happen to occupy the L-1 status even after soliciting discount, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

CHAPTER III

3.0 CONTRACT EXECUTION & PERFORMANCE

3.1. GENERAL INSTRUCTION TO CONTRACTOR FOR WORK EXECUTION

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

- 3.1.11. Contractor shall carry out operations hereunder with due diligence shall maintain strict discipline and shall abide by and conform to all rules and regulations promulgated by BHEL. Should BHEL feel that the conduct of any of contractor/subcontractors employees is detrimental to Organization's interest & Safety, BHEL shall have the unqualified right to request for the removal of such employee either for incompetence, unreliability, misbehaviour, security reasons etc. while on or off the job.

3.2. WORK COMPLETION TIME

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

3.3. EXTENSION OF TIME FOR COMPLETION

- 3.3.1. If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the contract.
- 3.3.2. Based on the progress review & performance evaluation, the works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of the backlog attributable to the contractor. Any further 'Time extension' at the end of the previous extension shall be worked out similarly.
- 3.3.3. However, if any 'Time Extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/ LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take at the risk & cost of contractor.
- 3.3.4. At the end of total work completion as certified by BHEL Engineer, and upon analysis of the total delay, the portion of time extensions attributable to (i) Contractor, (ii) Force Majeure conditions and (iii) BHEL, shall be worked out and shall be considered to be exhausted in the same order. The total period of times extensions shall be the sum of (i), (ii) and (iii) above and shall be equal to period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed / levied for the portion of time extensions attributable to contractor and recoverable from the dues payable to the contractor.

3.4. PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

- 3.4.1. As soon as possible after awarding of work, the Engineer-In-charge and the contractor shall (if so required by the Engineer-In-charge) agree on major milestones/ Action Plan / time and progress chart for completion of the work within scheduled time. The chart in the work order shall have the completion date of the individual items thereof and/ or the contract or order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various processes or sequences of the work, and shall be amended as may be required by agreement between Engineer-In-charge and contractor writing the limitations of time imposed in the tender document or order.
- 3.4.2. In the absence of any specific time and progress chart to be agreed to between the contractor and Engineer In charge, the contractor shall ensure and maintain, uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and the proportion of work that shall be completed up to any time in relation to the entire work to be done under the contract or order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the tender documents or order.
- 3.4.3. The contractor shall suspend the execution of the work or any part or parts thereof whenever called upon in writing by the Engineer-In-charge. The contractor will be allowed an extension of time for completion limited to not less than the period of suspension but no other claim in respect for compensation or otherwise whatsoever will be admitted. Time may also be extended to allow for alteration of work made by the deviation order as may be decided upon by the Engineer-In-charge in consultation with the contractor.
- 3.4.4 Unless otherwise specified in the Special conditions of contract, evaluation of Contractor Performance shall be carried out as per procedure for performance evaluation. These shall also be used for evaluation of bids for future tenders.

3.5. QUANTITY VARIATION

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

3.6. EXTRA WORKS

- 3.6.1. All rectifications/modifications, revamping, and reworks required for any reasons not due to the fault of the contractor, or needed due to any change in deviation from drawings and design of equipment, operation/maintenance requirements, mismatching, or due to damages in transit, storage and erection/commissioning, and other allied works which are not very specifically indicated in the drawings, but are found essential for satisfactory completion of the work, will be considered as extra works.
- 3.6.2. Extra works arising on account of the contractor's fault, irrespective of time consumed in rectification of the damage/loss, will have to be carried out by the contractor free of cost. Under such circumstances, any material and consumable required for this purpose will also have to be arranged by the contractor at his cost.
- 3.6.3. All the extra work should be carried out by a separately identifiable gang, without affecting routine activities. Daily log sheets in the pro-forma prescribed by BHEL should be maintained and shall be signed by the contractor's representative and BHEL

engineer. No claim for extra work will be considered/entertained in the absence of the said supporting documents i.e. daily log sheets. Signing of log sheets by BHEL engineer does not necessarily mean the acceptance of such works as extra works.

3.7. STRIKES & LOCKOUT

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

3.8. DELAY AND EXTENSION OF TIME:

3.8.1 The Contractor shall be entitled to extension of time in following cases:

3.8.1.1 FORCE MAJEURE

The following shall amount to Force Majeure: -

- 3.8.1.1.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil Commotion, local combination of worker strike or lockout, Police Action, Revolution, Flood, serious loss or damage by Fire, Cyclones, Earthquake and epidemic and other similar causes over which the contractor has no control.
- 3.8.1.1.2 Non-availability of stores, which are responsibility of BHEL etc. the same shall be covered under force majeure.
- 3.8.1.1.3 By reason of any other cause, which in the absolute discretion of the (Accepting officer of the contract) beyond the contractor control.
- 3.8.1.2. The Contractor's work held up for not being given possession of or access to the Site by BHEL.
- 3.8.1.3. Instruction of the Engineer-in-charge to suspend the Works and the Contractor not being in default as to reasons of suspension;
- 3.8.1.4 Any order of Court restraining the performance of the Contract in full or in any part thereof;
- 3.8.1.5 Any other event or occurrence which, according to BHEL is not due to the Contractor's failure or fault, and is beyond its control without BHEL being responsible for the same;
- 3.8.1.6 Acts or omissions of other Consultants in executing their works not forming part of the Contract.

3.8.2. Except as mentioned above, the Contractor shall not be entitled to any extension of time for any reason whatsoever including:

- 3.8.2.1. The Contractor shall not be entitled to any extension of time where the instructions or acts of BHEL are necessitated by or intended to cure any default of or breach of the terms of the Contract committed by the Contractor;
- 3.8.2.2. The Contractor shall also not be entitled to any extension of time where any delay is due to:
 - The failure of its Subcontractor, to commence or to carry out the part of the Works in due time; or

- Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials; or
 - Inclement weather conditions except in case of Force Majeure;
- 3.8.3. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by factors mentioned in Clause 3.8.1 above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor reports to BHEL in writing the causes of delay within 07 days of its occurrence and the contractor shall not be eligible for any compensations.
- 3.8.4 When in such case(s) the accepting officer (or higher Authority), on recommendation of the Engineer-In-charge, may make fair and reasonable extension, in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer- In-charge in writing, but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may be reasonable required to the satisfaction of the Engineer-In-charge to proceed with the work.

3.9. INSURANCE

- 3.9.1. BHEL shall arrange for insuring the materials/properties of BHEL covering the risks during transit, storage, erection and commissioning.
- 3.9.2. It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act.
- 3.9.3. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 3.9.4. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer.
- 3.9.5. For lodging / processing of insurance claim the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.
- 3.9.6 The contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

3.10 TEMPORARY WORKS

- 3.10.1 All Temporary Works necessary for the proper execution of the Works shall be provided and maintained by the Contractor at its own cost and subject to the consent of the Engineer-in-Charge, shall be removed by the Contractor at its own expense when such Works are no longer required and in such manner as the Engineer-in-Charge shall direct. In case the Contractor fails to remove the Temporary Works on completion of the Works, the Engineer-in-charge is authorized to get such Temporary

Works removed and recover the cost thereof from the Contractor or deduct such costs from the payments to be made to the Contractor.

- 3.10.2 The contractor shall keep the area of work clean and shall remove the debris etc. while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

CHAPTER-IV

VALUATION AND PAYMENT

4.1. RECORDS AND MEASUREMENTS:

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

4.2. RUNNING & FINAL BILLS:

- 4.2.1. For progress running bills payment: As soon as possible after completion of each quarter of work (else at any period as specified in Special conditions for contract) to the satisfaction of the Engineer-in-charge, the contractor shall prepare & forward certified bills & work out the financial value. These will be entered in Measurement Book & signed by both parties. Payment shall be made after affecting the recoveries due from the contractor.
- 4.2.2. The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Sr. Engineer. No charge shall be allowed to the contractor on account of the preparation of the final bills.
- 4.2.3. Final bill shall be submitted as per prescribed format after completion of work as per scope and upon material reconciliation (if apply) along with the following –
 - No claim certificate by contractor on a non-judicial stamp paper or Indemnity bond as per prescribed format duly notarized indemnifying BHEL in respect of specified works contract against all claims & demand against third party liability including labour and government agencies.
 - Clearance certificates which ever applicable viz., clearance certificate from customer, various statutory authority like labour department, PF authority commercial tax dept. etc.
- 4.2.4. BHEL shall settle the final bill after deducting all liabilities of contractor to BHEL preferably within 30 days of receipt of invoice complete in all respect.

4.3. PAYMENT OF BILLS:

All payments of basic amount to be made to the contractor through NEFT against running bill once in a month within a 30 days of receipt of bills complete in all respect after the certification by the Engineer- In-charge. The Contractor should submit a duly filled EFT Mandate form certified through Bank for release of payment. For payment of GST refer clause 4.5.2.

4.4. RECOVERY FROM THE CONTRACTOR:

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

4.4.2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

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

4.4.3 For civil contracts, recoveries on account of water supply charges shall be made at the rate of 0.1% of executed contract value unless exempted as per terms & conditions of contract.

4.4.4 Recoveries for tools, plant, electricity shall be effected as per terms & conditions of the contract.

4.5. TAXES AND OTHER DUTIES:

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

4.5.2. GST RELATED TERMS & CONDITIONS

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

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

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

4.5.2.2 Unregistered Dealer: Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

4.5.2.3 Dealer opting for Composition Scheme in case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

4.5.2.4 Reimbursement of GST shall be made by BHEL HERP on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, HERP. Hence, Contractor has to ensure compliance as follows:

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor:

4.5.2.5 Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-HERP or through bank or under LC or through any other mode.

4.5.2.6 In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-HERP due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

4.5.2.7 In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

4.5.2.8. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

4.5.2.9 In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

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

- (a) Payment of GST amount into Govt. Account by supplier against invoice raised to BHEL.
- (b) Filing of GST return within scheduled date.

(c) Display of GST credit against BHEL GSTIN NO.09AAACB4146P2ZC on GSTN portal.

4.6. INCOME TAX- IT:

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

4.7. MISCELLANEOUS CHARGES:

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

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

4.8. LIQUIDATED DAMAGE (LD)

4.8.1. If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

4.8.2 LD against delay in executed work/supply in case of Termination of Contract LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier.

For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/supply" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1
- ii. Let the value of executed work/supply till the time of termination of contract= X
- iii. Let the Total Executable Value of work/supply for which inputs/fronTS were made available to contractor/ supplier and were planned for execution till termination of contract = Y
- iv. Delay in executed work/supply attributable to contractor/supplier i.e. $T2 = (1 - X/Y) \times T1$
- v. LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier.

4.9. Risk & Cost Amount against Balance Work

Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:

1. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reason attributable to the contractor/ supplier.
4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

Risk & Cost amount against balance work shall be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where A= Value of Balance scope of Work as per rates of new contract

B= Value of Balance scope of Work as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC, if any.

H = Overhead Factor to be taken as 5

7. The Supplier / Contractor shall on no account be entitled to any gain on such risk & cost purchase.

4.10. No Interest payable to Contractor

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

CHAPTER- V

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

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

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of wages Act.
- Minimum Wages act 1948,
- Employees State Insurance Act 1948, Rules and regulations 1950.
- Employees Provident Fund Act 1952 and Pension Scheme 1995.
- Employees Compensation Act 1923.
- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.
- Payment of Bonus Act 1963.
- Inter State Migrant Act.
- Building and Other Constructions Workers Act, 1996,

5.2. The contractor shall at all times indemnify BHEL HERP against all claims, damages or compensation under the provisions of above acts or any modifications thereof or any other law relating thereof and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or preceding arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compendia any such claim.

5.3 The Contractor in the event of engaging 20 or more workmen, shall obtain Independent license under the Contract labour (Regulation and Abolition) Act 1970 from the concerned authorities based on Form-V issued by the Principal Employer/Customer. In order to issue Form-V by Customer, Contractor shall fulfill all Statutory requirements like Insurance Policy, PF Code/PF Account number etc as per the requirement of BHEL/Customer.

5.4 BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as per Employee's Compensation Act, 1923 & Guidelines for Settlement of Claims for Compensation on accidents applicable to the Department of Public Enterprises (Annexure-D).

5.5 Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.

5.6. In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers as per Factory Act, Maternity Benefit Act and other laws of Uttar Pradesh.

5.7. The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

- 5.8 All safety rules and codes applied by the BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer-in-charge with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions.
- 5.9. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
- 5.10. The contractor shall arrange for such personal protective equipment as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- 5.11. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL. The contractor has to assist in HSE audit by BHEL and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL.
- 5.12 The Contractor shall not deploy any person below the age of 18 years or above the age of 60 years.

CHAPTER- VI

6.0 RIGHTS OF BHEL FOR TERMINATION/CANCELLATION OF CONTRACT

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

Chapter VII

7.0 MISCELLANEOUS PROVISIONS & OTHER ISSUES.

7.1 SETTLEMENT OF DISPUTES & ARBITRATION:

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

7.2. LAWS GOVERNING THE CONTRACT:

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

7.3. ORDERS UNDER THE CONTRACT:

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

7.4. JURISDICTION OF COURT:

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

7.5. CLOSING OF CONTRACTS

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

7.6. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction for Price Bid Opening by BHEL appointed service provider, instead of opening the submitted sealed price bid in the conventional way. The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time. (Refer Guidelines for Reverse Auction–2021 (AA:SSP:RA:05 dated 08.03.2021) revised as on 10.03.2021).

7.7. SUSPENSION OF BUSINESS DEALINGS WITH CONTRACTORS:

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

7.8 PUBLIC PROCUREMENT POLICY:

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

7.9 OTHER ISSUES:

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

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

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

7.10 INTEGRITY PACT (IP):

The revised Implementation Circular, IP document and the IP clause will be applicable for all tenders (covered under Purchase Policy/ Works Policy) above threshold value (presently Rs. 2 Cr.) floated on or after 01.04.2022 as per SS&P Ref: AA: SSP: IP Circular No. 32 of 2021-22 dated 28.02.2022 (Refer Annexure-E).