Bharat Heavy Electricals Limited
Heavy Plates & Vessels Plant
Visakhapatnam – 530 012,
Andhra Pradesh, INDIA.

Tel. : +91(0) 891 288 1345/1404
E-mail : dgs@bhel.in &
chiranjeevit@bhel.in

NOTICE INVITING TENDER

Ref: OS/FA/2026-28/87/64 **Date: 17.10.2026**

Sub: Tender for entering framework agreement for various Industrial operations to be carried out at Works Engineering and Guest House Departments of BHEL-HPVP, Visakhapatnam for a period of two years (24 Months) - Reg.

Tenders are invited under **Two-part bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

IMPORTANT INFORMATION:

1	**Notice Inviting Tender (NIT)**	**OS/FA/2026-28/87/64, Date: 17.10.2026** **Two Part Bids**
2	**Last Date of Receipt of Tender**	**27.10.2026,14.00Hrs thru GeP NIC Portal**
3	**Tender Opening**	**27.10.2026,15.00 Hrs**
3	**Contract Period**	**Two Years**
4	**EMD**	**₹ 2.00 Lakh (Two Lakh)**
5	**Security Deposit**	**5% of the Contract value**
6	**Reverse Auction**	**Not Applicable**

1.0 PRE- QUALIFICATION REQUIREMENT (PQR):

I. Average annual turnover of the contractor during the last 3 years ending **31st March 2026** should be at least. **₹111.90 Lakhs (₹67.14 Lakhs for MSE /Start-ups).** In case ITR not submitted and Profit Loss and Balance Sheet not finalized for **FY-2025-26** by the contractor, Avg. Annual turnover during the last 3 years ending **31st March 2025** shall be considered.

Tenderer should enclose EPF, ESI, PAN, GSTIN registration no., Income tax returns for last three years (**AY- 2024-25, 2025-26 & 2026-27/ 2023-24**) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years (**FY-2023-24, 2024-25 & 2025-26 / 2022-23**).

II. The Contractor should have experience of completing similar works during the last 7 years ending **31.08.2026** as given below: -

(a) **Three** similar completed works, each costing not less than **₹149.20 Lakh (₹89.52 Lakhs for MSE /Start-ups)**

OR

(b) **Two** similar completed works, each costing not less than **₹186.50 Lakh (₹111.90 Lakhs for MSE / Start-ups)**

OR

(c) **One** similar completed work costing not less than **₹298.40 Lakh (₹179.04 Lakhs for MSE / Strat-ups)**

Note:

a) **The relaxation values specified above for MSEs and Start-ups shall be applicable in qualification criteria, provided they fulfil all technical and quality requirements of the tender.**

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Ref: OS/FA/2026-28/87/64 **Date: 17.10.2026**

b) "**Similar work" means** carrying out of works by engaging any Highly Skilled/Skilled workers and Semi- Skilled Workers / Un-Skilled Workers in any operating industry on regular contract basis for State / Central Govt. or Undertakings or Private Firms..

III. The works executed in the own name of the tenderer will only be considered for eligibility criteria.

IV. Bidder **should produce documentary evidence showing AVAILABILITY OF OFFICE OF SERVICE PROVIDER Visakhapatnam, Andhra Pradesh or Bidder should produce undertaking on their letter head for establishment of local office in Visakhapatnam, Andhra Pradesh within 15 days of receipt of work order.**

V. Latest Bank solvency certificate shall be submitted for value not less than **₹45.00 lakhs** from any scheduled bank. The date of solvency certificate issued by bank should not be older **than 6 months** from the tender issue date i.e. Date: 17.10.2026

VI. The bidder must have a valid Labour Licence under the CLRA Act, 1970, for any of its ongoing or previously completed manpower supply contracts.

VII. Valid Udyam registration certificate / EMD @ ₹2.00 Lakh for Non-MSEs.

Note: While scrutiny it is found that If any bidder has made false declaration and/ or provided false information and/ or forged documents or has forged BHEL documents, certificates etc. for securing business, meeting PQR, such offers shall be rejected and action will be initiated as per BHEL extant Guide lines.

2.0 SCOPE OF WORK:

Work is to be carried out as per Scope of Work (Annexure-I), Special conditions of contract (Annexure-II) and Schedule of Quantities and rates.

3.0 LOCATION OF WORK:

3.1 The subject work is to be carried out at in the premises of BHEL, Heavy Plates & Vessels Plant (HPVP) Unit, Visakhapatnam, Andhra Pradesh as specified in the scope of work.

3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

4.0 CONTRACT PERIOD:

Contract shall be valid for a period of two-years (24 Months) from the date of LOI / Work order.

5.0 EARNEST MONEY DEPOSIT (EMD):

1. The tenderer shall submit EMD for **₹2,00,000/- (Rupees Two Lakh only)** in the following forms only:
   a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
   b) Electronic Fund Transfer credited in BHEL account (before tender opening).
   c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer)
   d) Fixed Deposit Receipt (FDR) 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)

In addition to above, the EMD amount in excess of Rs Two lakh may also 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. EMD by the tenderer will be forfeited as per NIT conditions, if:
   a) 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.
   b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.

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c) 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.

3. EMD given by all unsuccessful tenderers shall be refunded normally within 30 days of award of work.
4. EMD shall not carry any interest
5. EMD of successful tenderer will be retained as part of Security Deposit.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as given below:

MSE suppliers can avail the intended benefits only if they submit **valid UDYAM Registration** for **Micro / Small** category along with the offer. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.

6.0 <u>SECURITY DEPOSIT (SD):</u>

Security Deposit shall be collected from the successful tenderer **@5%** Contract Value (Actual Order Value).

A. Security deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract.

B. The total amount of the 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.

C. **<u>Modes of Deposit</u>:**

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

a) Cash (as permissible under the extant Income Tax Act)
b) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. **The bank guarantee format should have the approval of BHEL**.
d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
e) Insurance Surety Bonds

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

D. **<u>Collection of Security deposit</u>**:

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.

In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.

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.

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Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.

E. **Refund of Security Deposit:**

i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
iii. The successful tenderers shall furnish Security Deposit **within 30 days** from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
iv. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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).

F. Security Deposit / Bank Guarantee will be released after the maintenance **period of 2 months** or **on closure of contract whichever is later.**

7.0 INCOME TAX:

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

8.0 TDS ON GST:

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

9.0 PAYMENT TERMS:

Bill payments will be arranged within 45 days for MSE (Micro/Small), 60 days for Medium Enterprise, 90 days for non-MSMEs from the date of submission of bill to Engineer-in-charge.

Bills (RA/ Final Bill) to be submitted to Engineer-in-charge along with following documents:

A. R.A Bill

a) Invoice
b) Job completion certificate issued by the Engineer-in-charge / Attendance certified by indenting dept.
c) Proof of payment to workers through Bank with Individual Account Numbers.
d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
f) Proof of GST payment as per Annexure - GST.
g) RTGS form
h) WAM 06 duly filled & signed
i) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.

B. Final Bill

a) Invoice
b) Job completion certificate issued by the Engineer-in-charge / Attendance certified by indenting dept.
c) Proof of payment to workers through Bank with Individual Account Numbers.
d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.
e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.

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f) Proof of GST payment as per Annexure - GST.
g) RTGS form
h) WAM 07 duly filled & signed
i) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.
j) In case of release of security deposit, WAM-10 to be filled and submitted.

Note:

1. Final bill means last month bill for service contracts. In case of works, final bill means bill for **finally executed quantity.**
2. **All payments will be released through RTGS/ NEFT for NON-MSMEs.**
3. **For all Micro, Small and Medium enterprises (MSMEs),** the settlement of invoice shall be only through any of the **TReDS platform** ((i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform. In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."

10.0 PRICE VARIATION CLAUSE:

In the event of any revision in the statutory minimum wages during the contract period, in accordance with the applicable circulars, the Contractor shall pay the revised wages to the deployed personnel. The Buyer (BHEL) shall reimburse the differential wage amount to the Contractor in accordance with the Price Variation Clause (PVC), subject to submission of satisfactory documentary evidence of payment.

Service charge shall be payable on the differential wage amount due to such revision.

Formula for PVC Amount:

P = (Wr – Wo) x N x (1+Sc)

Where, P = PVC amount (in case of changes in wage rate)
Wr = Revised wage rate (issued by BHEL time to time)
Wo = Wage rate as per Work Order
N = Total no. of Operations Executed
Sc = Service Charges in %

11.0 WAGES TO THE CONTRACT WORKERS:

The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL-HPVP, Visakhapatnam from time to time. The present applicable minimum wages for this contract are enclosed at Annexure – IV.

12.0 PAYMENTS TO THE WORKERS:

Payments to the workers are to be made through bank by way of online transfer to their individual accounts by **7th of every month**. Necessary proof is to be submitted along with monthly bill. Delay in payments to the workers not at all acceptable for whatsoever the reason.

13.0 LIQUIDATED DAMAGES:

If the Seller/Service Provider fails to deliver any or all the Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value

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of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

14.0 PRICE SCHEDULE, TAXES & DUTIES:

a. The quoted prices shall be exclusive of GST as applicable as on due date of tender submission.
b. GST as applicable shall be payable by contractor & the same will be reimbursed as per Annexure - GST.
c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
f. The Contractor shall comply with all applicable Labour Codes and Rules, including any subsequent notifications or amendments. Any additional costs incurred by the Contractor resulting from statutory revisions to these codes or rules shall be reimbursed by BHEL.
g. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
h. **The quoted Service Charge in % shall be fixed & firm without any escalation during the entire period of contract and till completion of the work. Service charge will be paid at actual operations executed and upon due certification of Engineer In- Charge of respective department.**

15.0 REVERSE AUCTION: Not Applicable.

16.0 COMPENSATION IN CASES OF DEATH/ PERMANENT INCAPACITATION OF PERSON DUE TO UNINTENDED/ UNFORESEEN OCCURRENCES DURING MANUFACTURING/ OPERATION AND WORK AT BHEL FACTORIES / OFFICES:

BHEL reserves the right to 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.

BHEL reserves the right to recover from the contractor, agency or firm the amount of compensation paid by BHEL to the victim(s) or their legal heirs towards loss of life or permanent disability arising out of an accident attributable to the negligence of the contractor, agency or firm, or any of its employees.

a) Victim: Any person who suffers permanent disability 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, servicing, overhaul, renovation and retrofitting, trail operation, performance guarantee testing undertaken by 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: ₹10,00,000/- (Rupees Ten Lakhs)

(ii) In the event of other Permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)

d) Permanent Displacement: A displacement that is classified as a permanent total disablement under the provision to Section 2(I) of the Employees Compensation Act, 1923".

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17.0 VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the last date for tender submission.

18.0 GENERAL:

a) **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence**.**

b) **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

c) The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

d) Lowest offer need not be the rate acceptable to BHEL-HPVP and BHEL-HPVP reserves the right for negotiation with the L1 bidder.

e) Bids not accompanied with requisite **EMD or UDYAM** registration certificate showing status of Micro or Small and bids not conforming to the terms & conditions specified in the tender documents are liable for rejection

f) The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:

PART - I: TECHNO COMMERCIAL BID

a)	Scope of Work	: Annexure – I
b)	Special Conditions of Contract	: Annexure – II
c)	General terms and Conditions	: Annexure – III
d)	Minimum Wages as per BHEL-HPVP HR dept. Circular	: Annexure – IV
e)	Acceptance to the tender terms & conditions	: Annexure – V
f)	Contractor Information	: Annexure – VI
g)	Check List	: Annexure – VII

PART - II: PRICE BID

h)	Price Bid (Schedule of Quantities and Rates)	: Annexure – VIII

19.0 TENDER SUBMISSION

a) The Bid shall be submitted in two parts through BHEL e-procurement portal (https://eprocurebhel.co.in) on or before 27.10.2026,14.00 Hrs along with the following documents:

(i) Tender documents with all annexures duly signed and stamped
(ii) **EMD ₹2.00 Lakh** / Valid Udyam registration copy (Micro/ Small) / Start-up Certificate. issued by DPIIT
(iii) Income tax returns, Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant as per eligibility criteria.
(iv) Work Order and Job Completion Certificates in line with eligibility criteria
(v) Copy of GSTIN Registration Certificate.
(vi) Copy of PAN card.
(vii) Copy of EPF & ESI registration
(viii) Bank Solvency

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(ix) Labour License
(x) Documentary proof of Vendor's Office at Visakhapatnam (AP) or Undertaking Letter
(xi) All other applicable documents as detailed in the tender

Note: All pages of tender documents and the various supporting documents enclosed by the bidder should be signed on all pages with seal. Offers received in any other form will not be accepted.

b) Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

20.0 OPENING OF TENDERS:

Techno-commercial Bids will be opened on **27.10.2026, 15.00 Hrs** time in GeP NIC (BHEL e-procurement) Portal. Date of opening of financial bids shall be notified on BHEL e-procurement after short listing of eligible Bidders based on Techno- Commercial bid evaluation.

21.0 BREACH OF CONTRACT:

In case of Breach of Contract, 10% of the contract value will be recovered from the contractor and necessary action will be initiated as per contract terms and conditions and BHEL extant Guide Lines.

22.0 INTEGRITY PACT:

a) INTEGRITY PACT (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.

A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those Bidders who have entered to such an IP with BHEL would be competent to participate in the bidding. In other words, entering to this Pact would be a preliminary qualification.

E-MAIL Details of IEM for this tender is furnished below:

iem1@bhel.in, iem2@bhel.in, iem3@bhel.in

b) 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 IEMs.

23.0 ENGINEER IN-CHARGE:

DGM (WE, Safety & GH) shall Engineer-in-Charge for this Contract.

PH: 0891 288 1376, Email: rsrao@bhel.in

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SCOPE OF WORK

1. DEFINITIONS:

1.1 Unskilled (USW) Man-days:

Unskilled Work means work which, in its performance, requires the application of simple operating experience and involves no further skills.

1.2 Semi-Skilled (SSW) Man-days:

Semi-Skilled Work means work which, in its performance, requires the application of skills gained through experience on the job and which is capable of being performed under the supervision or guidance of a skilled workman, and includes supervision over unskilled work.

1.3 Skilled (SW) Man-days:

Skilled Work means work which involves skill and competence in its performance acquired through experience on the job or through training as an apprentice in a technical or vocational institute, and the performance of which calls for initiative and judgment.

1.4 Highly Skilled (HSW) Man-days:

Highly Skilled Work means work which, in its performance, calls for a specific level of perfection and competence acquired through intensive technical or professional training or considerable practical occupational experience and also requires the workman to assume full responsibility for the judgment or decisions involved in the execution of such work.

1.5 Classification of Workmen

The classification of workmen as Unskilled, Semi-Skilled, Skilled, or Highly Skilled shall be based on the nature of work, prescribed qualifications, trade competency, experience, and skill assessment conducted by BHEL, wherever applicable, and shall be in accordance with the provisions of the **Code on Wages, 2019**, the rules framed thereunder, and the applicable Minimum Wages Notifications issued by the appropriate Government, as amended from time to time.

The decision of BHEL regarding the classification of any workman shall be final and binding on the Contractor for the purpose of deployment and payment under this contract.

2. Safety Equipment, Uniforms and Welfare:

Uniforms:

The contractor shall provide following items:

a) two pairs of uniforms per workmen per year.
b) One pair of Safety Shoes per year per person
c) Two pair of Socks per year per person

SCOPE OF WORK:

I. WE-Mech (Drivers):

1. The contractor shall provide Driver services as per the requirement of BHEL, Visakhapatnam in A, B, C & G Shifts.
2. The contractor shall ensure that drivers engaged by him have valid driving licenses to run the following vehicles. A tentative schedule is given below.

Sl. No.	Vehicle	Shift	No. of drivers
1	Utility Van / Lorry (Works Engg.)	A or G	1
2	Security Jeep/ Fire tender (Weekly off day)	A or G	1
3	Fire Tender (Fire service)	A, B & C	3
4	Lorry / Tractor/ Fork Lift (Production –Press Shop)	A, G & B	3
5	ED Car	G	1
6	**TOTAL**		**9**

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3. Fire Tender driver service to be provided in A, B and C shift on all days including Holidays & Sundays. For other vehicles if Driver service is required on holidays and Sundays, prior information would be given to the Contractor or driver engaged by him and on receiving such information it shall be ensured that driver service is provided on such days.
4. Number of vehicles required to be run may vary (increase/decrease) depending upon the requirement. The contractor shall provide driver services accordingly. Fire Tender being emergency service, a penalty of **₹1,500/- per shift** (8 Hrs.) will be deducted if service is not provided on any day.
5. The normal operation timings of vehicles are indicated below:
   A Shift timings : 06:00 Hr. to 14:00 Hrs.
   B Shift timings : 14:00 Hr. to 22:00 Hrs.
   C Shift timings : 22:00 Hr. to 6.00 Hrs.
   G Shift timings : 08:00 Hr. to 16:30 Hrs.
6. The contractor shall instruct drivers engaged by him that whenever the vehicles are used in the factory premises, the speed limit of 10 to15 km/hr should be followed strictly.
7. 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. They should not have any vision problem, should not be alcoholic or smoker. Ensure that the drivers are competent persons with valid driving license (i.e., HMV for Heavy Goods Vehicle, Heavy Passengers vehicle and LMV for light Motor Vehicle), proficiency in driving and courteous behaviour.
8. The driver should be in the age limit of 25 to 50 years and should have minimum **3 years'** experience of required Vehicles (i.e. LMV or HMV). (proof of valid license and proof of age to be submitted)
9. The Driver should possess valid HMV/LMV Driving License (as applicable depending on type of vehicle) and the driving license should be renewed by the driver as and when required.
10. BHEL reserves the right to test the drivers by conducting driving test & interview during the contract period. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehaviour by the employee, BHEL Reserves the right to terminate. Contract should ensure to replace such employee immediately.
11. Normally one vehicle will be run by a driver. In the case of requirement, a driver may be asked to drive other vehicles of same category (HMV or LMV) within working hrs (8 hrs of operation)
12. In case of driver's absence, substitute should be arranged immediately by the contractor without fail with prior intimation to BHEL.
13. The drivers should wear **KHAKI** Uniform.
14. The driver should take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, battery condition, fuel level, engine oil level, differential oil, gear oil, radiator coolant, brake fluid, head lights, indicators, horn, reverse horn, battery etc., on regular basis.,
15. The contractor shall be liable for any damage to the company vehicle and company property whether accidentally or otherwise by the driver during the period of contract.
16. The contractor is solely responsible for resolving all RTA / Traffic police cases if any with respect to drivers.
17. The contractor shall ensure that drivers engaged by him follow all the traffic rules and comply with the provisions of Motor Vehicle Act, 1988. Any penalty for traffic violation imposed by the traffic police will be to the Contractor's account and BHEL will not reimburse the same under any circumstances. He should be instructed to follow all safety norms like wearing seat belt, etc., while on duty.

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No of operations requirement of Drivers for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Skilled (SW) (drivers)	4968

Uniform & Safety Appliances requirement at Logistics Dept.

S. No	Description	Unit	Qty
1	Uniform	No. of Pairs	36
2	Safety Shoes	No. of Pairs	18
3	Socks	No of pairs	36

Note:

1. Above indicated operations, uniform and safety appliances are indicative and shall be operated and issued in consultation with Engineer-in-charge and payment will be made at actuals.
2. Uniform and Safety Shoes issued by Contractor should be of standard quality. Uniform and Safety Shoes. Payment will be made at actuals upon certification of Engineer In-charge.
3. In case of any replacement of manpower for any reason, cost of uniform & shoes shall be borne by contractor only. BHEL will not reimburse for such replacements.
4. Uniform and safety appliance shall be arranged within **30 days** from the receipt of LOI/ Work Order. In case non-issuance of Uniform and safety appliance by contractor, BHEL reserves the right to deduct the cost of Uniform & Safety appliances from the 1st RA Bill of the contractor with penalty of 25% on the finalized L1 rates of Uniform and safety appliances.
5. Work is to be carried out as per Special Conditions of Contract (Annexure-II) and Schedule of Quantities & Rates.

   Daily driver deployment will be decided by Engineer-in-charge of the department based on required.

Contd….4

II-Works Engineering - Civil works:

1. *Scope of Work for Upkeep Maintenance and other civil miscellaneous works in the premises of M/s. BHEL-HPVP:*

The following activities are to be carried out as directed by Engineer – in- charge from Civil Dept Manpower should be deployed as per the requirement given below.

Item No	Description of Item	Skill Category
1	**Upkeep Maintenance** a) Sweeping & Mopping in Buildings, Offices, Workshops, Cleaning of Toilets, Wash basins, Urinal basins, WC etc., Sweeping of approach Roads, etc. on Working days as per the scope of work given in the Annexure and as directed by the Engineer – in- charge. b)Sweeping and Cleaning of Roads , Berms, Drains and Parks including Stacking of Rubbish, Garbage. Dry Leaves , Waste papers Waste pacing covers, etc. And Shifting into the nearest dust pins in the nearby Area and as directed by Engineer – in- charge. c) Loading of garbage from the dust-bins and around areas and unloading at Garbage yard etc. d) Maintenance of Sanitation in the public buildings, toilets of public buildings including collection and disposal of rubbish & garbage into the dust bin in the nearby area.	**Unskilled workers**
2	Lifting & Shifting of Garbage, Debris, Turning & Boring Scrap generated in the shop floor, Shifting of Water Tanks and any other work by Tractor trailer as directed by the Engineer – In- Charge. Tractor Trailer will be supplied by BHEL and Operator to be deployed by the Contractor.	**skilled worker**
3	Cleaning and Clearing of chokes of Bath Rooms, Lavatory, Wash Basins, Gully Chambers, Man Holes and Sewage Main Line Chokes, etc. and cleaning &Lifting of Slit , polythene papers /Bags, waste cloths , Garbage & Debris etc from Drain , Manholes or any other work of Factory Buildings and Public Buildings etc. as directed by the Engineer-in-charge.	**semi-skilled workers**
4	**Horticulture development and maintenance:** Maintenance of Lawns, Hedges, Shrubs, Seasonal Flower Beds, Potted Plants, Vegetable Beds, Rockery Gardens etc. which include Operations like Watering, Weeding, Hoeing, Cutting, Tying, Mowing, Application of Good Earth, Manure, Fertilizers and Spraying of Pesticides as instructed by Engineer-in-charge.	**unskilled workers**
5	**Civil Maintenance:** Carpentry related works/ Masonry related cementing works/Plumber related works are to be carried out based on the need. The scope of work is inclusive of arranging of carpenter/Masonry/ Plumber along with all necessary tools and tackles and work is to be executed as directed by the Engineer-in-charge (the rate quoted shall be excluding cost of materials which will be issued at free of cost)	**semi-skilled workers**
6	Carpentry helper/ Masonry helper/Plumber helper, The scope of work is inclusive of arranging of along with all necessary tools and tackles and work is to be executed as directed by the Engineer-in-charge (the rate quoted shall be excluding cost of materials which will be issued at free of cost)	**Unskilled workers**
7	Structural workmen who are experienced in carrying out Fit-up, Welding, Gas Cutting, etc. as per job requirement The scope of work is inclusive of arranging of along with all necessary tools and tackles and work is to be executed as directed by the Engineer-in-charge (the rate quoted shall be excluding cost of materials which will be issued at free of cost)	**Unskilled workers**

Contd….5

No of operations requirement at Works Engineering -Civil Dept. for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Un-Skilled (USW)	11040
2	Operations	Semi-Skilled (SSW)	7176
3	Operations	Skilled (SW)	6072

Uniform & Safety Appliances requirement at WE-Civil Dept.

S. No	Description	Unit	Qty
1	Uniform (4 pairs for two years)	No. of Pairs	176
2	Safety Shoes (2 pairs for two years)	No. of Pairs	88
3	Socks (4 pairs for two years)	No of pairs	176

2.0 Qualification & Experience Requirements

2.1 Manpower is to be deployed as per requirement of the scope of work, i.e. Unskilled, Semi-Skilled and Skilled Workmen.

Preference shall be given to candidates having adequate experience in BHEL Units/Sites. However, in exceptional cases, candidates with relevant BHEL experience may be considered even if they do not fully meet the prescribed minimum educational qualification, subject to the approval of the Competent Authority and provided they possess the requisite skills and competency for the assigned work.

2.3 Verification of Credentials

Before deployment, the Contractor shall submit the following documents for verification by BHEL:

a) ITI/Trade certificates and licences, wherever applicable.
b) Experience certificates.
c) Medical Fitness Certificate.
d) Police Verification Certificate.
e) Aadhaar Card and proof of age.
f) PF and ESI details, wherever applicable.
g) Any other documents as required by BHEL from time to time.

No workman shall be deployed until all required documents have been verified and accepted by BHEL. Submission of documents alone shall not confer any right of deployment, and BHEL reserves the right to reject any workman who does not satisfy the prescribed qualification, experience, skill, medical fitness, or verification requirements.

2.4 Skill Assessment

All Skilled and Highly Skilled workmen shall undergo practical skill assessment prior to deployment. Skill categorization shall be determined by a Committee constituted by BHEL-HPVP based on practical performance. The Committee's decision shall be final and binding. Payment shall be regulated strictly according to the approved skill category.

2.5 Replacement of Workmen

Any workman found unsuitable due to Lack of skill, Poor workmanship, Misconduct, Absenteeism, Safety violations, Unsatisfactory performance shall be replaced immediately by the Contractor at no additional cost to BHEL.

5. GENERAL CONDITIONS

a) Daily manpower deployment shall be decided by the Engineer-in-Charge based on production requirements.
b) Replacement manpower shall be provided immediately whenever required.

Contd…6

c) BHEL reserves the right to increase or decrease man-day requirements without assigning any reason.
d) The Contractor shall comply with all instructions issued by the Engineer-in-Charge from time to time.
e) The decision of BHEL-HPVP regarding deployment, skill categorization, quality, safety, and contract administration shall be final and binding on the Contractor.

III- GUEST HOUSE:

Service contract to carry out Guest house activities like office helper/Guest house care taker/other miscellaneous works etc.

a. Contractor shall supply **5 unskilled** workers at Guest House on daily basis.
b. Contractor shall supply **6 skilled workers** (should have computer knowledge for billing and maintaining of records in the system / Cooking Experience)
c. Supplied manpower should be engaged in A, B and C shifts as per BHEL requirement.
d. Supply of worker on all days including Sundays and Public Holidays as & when required.
e. Works included Movements of files to and from various departments inside factory area as well as Admin building, Submission & Receiving of official courier etc, helper/ messenger
f. Helper / Care taker Works and other Miscellaneous works at Guest House as per Engineer-in-charge instructions.
g. Any other works as directed by Engineer-in-charge of Guest House

No of operations requirement at Guest House (GH) Dept. for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Un- Skilled (USW)	2760
2	Operations	Skilled (SW)	3312

Uniform & Safety Appliances requirement at Guest House Dept.

S. No	Description	Unit	Qty
1	Uniform (4 pairs for two years)	No. of Pairs	44
2	Safety Shoes (2 pairs for two years)	No. of Pairs	22
3	Socks (4 pairs for two years)	No of pairs	44

Note:

1) Above indicated operations, uniform and safety appliances are indicative and shall be operated and issued in consultation with Engineer-in-charge GH Dept. and payment will be made at actuals.
2) Uniform and Safety Shoes issued by Contractor should be of standard quality. Uniform and Safety Shoes. Payment will be made at actuals upon certification of Engineer In-charge.
3) In case of any replacement of manpower for any reason, cost of uniform & shoes shall be borne by contractor only. BHEL will not reimburse for such replacements.
4) Uniform and safety appliance shall be arranged within 30 days from the receipt of LOI/ Work Order. In case non-issuance of Uniform by contractor, BHEL reserves the right to deduct the cost of Uniform from the 1st RA Bill of the contractor with penalty of 25% on the finalized L1 rates of Uniform.
5) Work is to be carried out as per Special Conditions of Contract (Annexure-II) and Schedule of Quantities & Rates.

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SPECIAL CONTRACT CONDITIONS

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1.0 Deployment & Supervision:

1.1 Supervisor Deployment

The Contractor shall deploy adequate qualified Supervisors throughout the contract period to ensure effective supervision, coordination, and compliance of all contract activities, including:

a) Attendance, leave, C-Off, and workforce management.
b) Manpower deployment, replacement, and skill assessment/trade test coordination.
c) Compliance with statutory requirements, labour laws, and contractual obligations.
d) Adherence to safety regulations, training, medical examinations, and certification requirements.
e) Coordination of welfare measures, grievance handling, and disciplinary control of workmen.
f) Immediate response to accidents/incidents and coordination of medical assistance.
g) Liaison with BHEL for execution of work, workforce management, measurement, billing, and contract administration.
h) Management of gate pass formalities, tools/materials issued, and submission of reports and documents as required under the contract.

As a general norm, the Contractor shall deploy **one (01) qualified Supervisor for every fifty (50) contract workmen or part thereof deployed in a shift**. Supervisors shall possess a minimum qualification of ITI/Diploma with relevant industrial experience of not less than three years in similar works. The ratio may be revised by the Engineer-in-Charge depending upon operational requirements, spread of work locations, and safety considerations.

Non-deployment or shortage of Supervisors shall attract penalties as specified in the Schedule of Penalties.

The Contractor shall ensure that Supervisors are available during all working shifts and remain present at the work locations throughout working hours at BHEL HPVP Unit.

1.2 Deployment of Manpower:

The Contractor shall ensure compliance with the following requirements regarding deployment of manpower under the contract:

(a) The Contractor shall deploy the required manpower within **two (2) to three (3) days** from the date of intimation by BHEL.
(b) Failure to deploy the required manpower within the stipulated period shall attract penalties as specified in the Schedule of Penalties.
(c) The Contractor shall obtain biometric gate passes for all workmen before deployment and ensure that no workman is deployed without a valid gate pass issued by BHEL.
(d) The Contractor shall submit complete particulars of each workman in the format prescribed by BHEL, along with the required documents.
(e) The Contractor shall deploy only those workmen who have been verified and approved by BHEL. Any change, addition or replacement of manpower shall be made only with the prior approval of BHEL.
(f) The maximum age limit for deployment of manpower under the contract shall be **60 years** in general. However, in the case of retired BHEL employees, deployment may be permitted up to **65 years of age**, subject to fulfilment of all contractual, statutory and medical fitness requirements.
(g) In respect of retired BHEL employees above **62 years of age**, the Contractor shall obtain and submit a Medical Fitness Certificate issued by a Registered Medical Practitioner at the time of engagement. Thereafter, a fresh Medical Fitness Certificate shall be submitted every year for continuation of deployment up to the age of 65 years. The Contractor shall maintain all such records and produce them for verification whenever required by BHEL.

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(h) Since workmen above **60 years of age** are generally not covered under the ESI Scheme and may not be eligible for Provident Fund (PF) contributions in accordance with the applicable statutory provisions, payments in respect of retired BHEL employees deployed under this contract shall be regulated accordingly. No reimbursement or additional claim shall be admissible towards PF or ESI contributions wherever such contributions are not applicable under law.

(i) The Contractor shall immediately replace any workman who is found medically unfit, lacks the prescribed documents, exceeds the permissible age limit, or whose deployment is not acceptable to BHEL, without any additional financial implication to BHEL.

(j) The Contractor shall maintain updated records of all deployed workmen and promptly intimate BHEL regarding any addition, deletion, replacement or change in the deployed manpower.

2.0 Safety Requirements:

2.1 Safety Supervision

a) The Contractor shall deploy qualified Safety Supervisors for effective implementation, monitoring, and enforcement of safety requirements at all work locations.

b) As a minimum requirement, **one (01) dedicated Safety Supervisor shall be deployed for every one hundred (100) workmen or part thereof deployed in a shift.**

c) In cases involving high-risk activities such as Welding, Gas cutting, Crane operations, Rigging, Hydro testing, Confined space entry, Work at height, painting operations, Heavy material handling, etc. The Contractor shall deploy **at least one (01) dedicated Safety Supervisor per shift**, irrespective of manpower strength.

d) The Engineer-in-Charge may require deployment of additional Safety Supervisors depending upon the nature of work, risk level, spread of work locations, and safety requirements without any additional financial implication to BHEL.

e) Non-deployment or shortage of Safety Supervisors shall attract penalties as specified in the Schedule of Penalties.

2.2 Safety Training

a) All workmen shall undergo mandatory Safety Induction Training before entering the plant premises.

b) The Contractor shall conduct periodic safety refresher training programmes for all deployed workmen.

c) Weekly toolbox talks and monthly safety awareness programmes shall be conducted and documented.

2.3 Personal Protective Equipment (PPE)

(a) The Contractor shall provide all required Personal Protective Equipment (PPE) within 1 month of date of LOI/WO and ensure 100% compliance in its usage by all deployed workmen during working hours

(b) If contractor failed to provide the required PPEs in consecutive month, a major penalty of Total Cost incurred by BHEL for arrangement of such PPEs including overheads shall be recovered from RA bills of the contractor

(c) The Contractor shall have no claim or dispute regarding such recovery, and the decision of BHEL regarding the quantity, cost, overheads, and amount recoverable shall be final and binding, without prejudice to any other rights and remedies available to BHEL under the contract.

(d) The issue of PPE/safety items by BHEL under the above provision shall not relieve the Contractor of his contractual, statutory, or safety responsibilities, nor shall it absolve the Contractor from any liability arising out of non-compliance with safety requirements.

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SPECIAL CONDITIONS OF CONTRACT

3.0 Wage Payment & Attendance Conditions:

3.1 Wage Payment

a) The Contractor shall disburse wages to all deployed workmen on the statutory due date prescribed under the applicable labour laws (presently on or before the **7th day** of the succeeding month, or as amended from time to time)

3.3 **Attendance & Absenteeism Control**

The Contractor shall ensure that not less than 90% of the deployed manpower strength is available on any working day. Suitable replacement manpower shall be arranged to maintain the required manpower strength

a) The Contractor shall ensure proper planning of Weekly offs, Compensatory offs (C-Off), Replacement manpower to maintain continuity of operations and avoid disruption to production activities.

b) Absenteeism beyond the permissible limit shall attract penalties as specified in the Schedule of Penalties.

c) Attendance shall be maintained through BHEL-approved systems, biometric attendance, or any other mechanism specified by BHEL. The Contractor shall ensure accuracy and authenticity of attendance records.

4.0 Statutory Compliance:

The Contractor shall comply with all applicable statutory provisions, including but not limited to:

1.0 The Labour Codes and Rules notified from time to time.
2.0 Employees' Provident Fund (EPF) provisions.
3.0 Employees' State Insurance (ESI) provisions.
4.0 Minimum Wage notifications.
5.0 Occupational Safety, Health and Working Conditions provisions.
6.0 All applicable labour and safety regulations.

The Contractor shall maintain and produce, whenever required by BHEL, valid copies of:

a) Labour Licence.
b) Workmen Compensation Insurance Policy.
c) EPF records and remittance details.
d) ESI records and remittance details.
e) Health Insurance Policy (where applicable).
f) Medical examination records.
g) Any other statutory records required under applicable laws.

4.1 Health Insurance for Non-ESI Eligible Workmen

a) The Contractor shall provide and maintain a valid Health Insurance Policy for all workmen engaged under this contract who are not covered under the Employees' State Insurance (ESI) Scheme due to their wages exceeding the ESI eligibility ceiling prescribed by the Government from time to time.

b) The Health Insurance Policy shall provide medical benefits and hospitalization coverage broadly comparable to, or better than, the benefits available under the ESI Scheme and shall remain valid throughout the period of deployment of such workmen under the contract.

c) The Contractor shall ensure continuous insurance coverage without any break and shall be solely responsible for payment of the insurance premium and compliance with all policy conditions.

d) The monthly premium paid towards such Health Insurance Policy shall be reimbursed by BHEL, subject to a maximum ceiling equivalent to the prevailing employer and employee ESI contribution rates applicable to the wages of the respective workmen, as notified by the Government from time to time. Any premium amount exceeding such ceiling shall be borne by the Contractor.

Contd….4

e) Any revision in the minimum wages, ESI wage eligibility ceiling, ESI contribution rates, or any other related statutory provisions notified by the Government shall automatically apply to this contract, and the reimbursement ceiling shall stand revised accordingly without requiring any amendment to the contract.

f) The Contractor shall submit documentary evidence of insurance coverage, including policy details, premium payment receipts, and the list of covered workmen, before deployment and thereafter upon each renewal or whenever called for by the Engineer-in-Charge.

g) No workman who is not covered either under the ESI Scheme or under the prescribed Health Insurance Policy shall be permitted to enter, work, or continue deployment within BHEL premises. The Contractor shall be solely responsible for any consequences arising out of non-compliance with this requirement.

h) In the event of any claim, hospitalization, accident, or medical emergency involving a covered workman, the Contractor shall ensure timely processing and settlement of insurance claims and provide all necessary assistance to the workman concerned.

4.2 Medical Examination and Occupational Health Surveillance

a) The Contractor shall ensure that all workmen deployed at BHEL–HPVP are medically fit for the nature of work assigned to them. Workmen proposed to be deployed in hazardous processes, dangerous operations, handling or working with hazardous substances, radiation work, or any other activity for which medical examination is prescribed under the **Occupational Safety, Health and Working Conditions Code, 2020**, the applicable Central/Andhra Pradesh Rules, AERB requirements or other applicable statutory provisions, shall undergo the prescribed pre-employment/pre-placement and periodical medical examination at the cost of the Contractor.

b) Such medical examination shall be conducted at the prescribed statutory intervals and, where the applicable provision does not specify a shorter interval, at intervals not exceeding **twelve months** for workers covered under the hazardous-substance provisions of the Code. No workman shall be deployed in such activity without the required medical fitness certification.

c) The Contractor shall additionally ensure occupational-health surveillance, as recommended by the competent Occupational Health/Medical Officer, for workmen exposed to welding fumes, grinding/blasting dust, paint/solvent fumes, chemicals, excessive noise, vibration, heat, radiation or other occupational hazards. The examination shall include such exposure-specific investigations as considered necessary by the competent Occupational Health/Medical Officer.

d) Workmen deployed for industrial radiography (RT) shall comply with all applicable AERB requirements relating to radiation-worker authorization, medical examination, health surveillance and personnel monitoring.

e) Separate fitness certification shall be obtained for work involving work at height, confined-space entry and other high-risk activities where required by BHEL's risk assessment or applicable statutory requirements.

f) The Contractor shall maintain worker-wise medical examination and health records, exposure records, fitness certificates and test reports and shall submit copies/periodic compliance statements to BHEL whenever required. BHEL shall have the right to verify such records and to prohibit deployment of any workman who does not possess the required medical fitness certification.

5.0 Police Verification & Medical Fitness

The Contractor shall ensure compliance with the following requirements before deployment of any workman:

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SPECIAL CONDITIONS OF CONTRACT

a) Every workman shall possess a valid Police Verification Certificate.
b) Every workman shall possess a valid Medical Fitness Certificate issued by a Registered Medical Practitioner.

Any workman returning to duty after availing medical leave exceeding three (3) consecutive days on health grounds shall submit a fresh Medical Fitness Certificate before resuming work.

No gate pass shall be issued to any contractor workman who does not possess a valid Police Verification Certificate and a valid Medical Fitness Certificate. The Contractor shall be solely responsible for ensuring compliance with these requirements before seeking gate pass issuance.

The Contractor shall maintain all Police Verification Certificates, Medical Fitness Certificates, and related records and shall produce the same for verification by BHEL whenever demanded.

6.0 Penalty:

a) Penalties will be recovered from the contractor's running account bills for the following violations like Safety violations, Non-deployment of Supervisors, Delay in wages payment, Absenteeism beyond permissible limits, Non-issuance of uniforms and PPE etc.
b) Penalties will be imposed by the Engineer-in-Charge (EIC) based on documented evidence.
c) Penalties will be supported by inspection reports, attendance records, wage records, photographs, safety observations, or other documentary evidence.

2.0 GENERAL CONDITIONS:

1. The contractor should arrange work generally in two shifts **6.00AM to 2.30 PM** and **2.30PM to 11.30PM** and in **General Shift 8.00AM to 4.30PM** in all working days of the Department and to arrange in shifts also as per the instruction of Engineer-in-charge. If required, work is to be carried out on Sundays / Holidays as required by company.
2. The contractor should follow the rules and regulations annexed with for employment of labour by contractors in BHEL-HPVP.
3. In respect of material supplied by BHEL, if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bill/s at the rates fixed by the department.
4. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam.
5. The contractor should make his own arrangement for providing TEA / BREAKFAST / MEALS etc., to the labour engaged by him and BHEL, Visakhapatnam shall not issue any subsidized coupons for this purpose.
6. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right to check the persons of contractor's employees while going out of office premises and there shall be no cause or grouse on this account either form the contactor or his employees.
7. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
8. The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Jacket, Safety Shoe, Helmet, Gloves, Masks are must for all workers and the other appliances as per the need & requirement of the work) to his laborers and shall be solely responsible for the same.
9. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) and Engineer In-charge of respective Department where the man power deployed.

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SPECIAL CONDITIONS OF CONTRACT

10. The contractor shall not employ Sub-Contractor without the prior approval of the company.
11. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.
    a. Muster Roll
    b. Muster Roll-Cum Wage Register
    c. Register of Over Time
    d. Register of Fines
    e. Register of Advances
    f. Register of Deductions
    g. To issue Employment Card to the Workmen
    h. To issue Wage Slip
    i. In case of termination of employment, the contractor shall issue service certificate
12. The agreement / contract shall remain in force for a period of **24 Months** from the issue of work order or unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below.
    a) If the contactor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
    b) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.
13. The contract can be terminated by M/s BHEL with **One (1) Month notice** by BHEL without assigning any reason whatsoever. However, it is contractor's responsibility/ obligation to continue the said service as per contract till the new contract is finalized.
14. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
15. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
16. The contractor shall take necessary license in respect of his trade / business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulation & Abolition) act for engagement of labour.
17. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
18. No wage period shall exceed one month.
19. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
20. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

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SPECIAL CONDITIONS OF CONTRACT

21.

Sl. No.	Safety Equipment	Applicable Standard
1	Safety Shoes	IS 15298 (Part 2): 2016 (or latest) – Safety Footwear
2	Socks	Good quality cotton/industrial socks (No specific BIS standard)
3	Safety Helmet	IS 2925: 1984 (or latest) – Industrial Safety Helmets
4	Welding Head Shield	IS 1179 or equivalent standard
5	Face Shield	IS 8521 (Part 1) or equivalent
6	Safety Goggles	IS 5983 or equivalent
7	Leather Hand Gloves (16")	IS 6994 – Leather Gloves for Welders
8	Leather Hand Gloves (10")	IS 6994 or suitable industrial-grade leather gloves
9	Ear Plugs / Ear Muffs	IS 9167 – Ear Protectors
10	Dust Mask / Respirator	IS 9473 – Respiratory Protective Devices
11	Leather Apron	Heavy-duty leather apron suitable for welding/hot work conforming to applicable industrial PPE requirements
12	Full Body Safety Harness	IS 3521

PENALTY MATRIX FOR CASUAL LABOUR CONTRACT

1. Safety Violations:

Sl. No	Violation	Penalty
1.1	Workman without PPE (helmet/shoes/etc.)	₹200 per person per instance
1.2	Unsafe act (working at height without harness, unsafe lifting, etc.)	₹1,000 per instance

2. Non-Deployment Supervisor:

Sl. No	Violation	Penalty
2.1	Non-deployment of supervisor / Safety supervisor	₹1,500 per supervisor per day
2.2	Inadequate supervisor deployment (as mentioned in SCC 1.1 & 2.1)	₹1,000 per day

3. Wage Payment Compliance:

Sl. No	Violation	Penalty
3.1	Partial payment complaints	₹5,000 per case

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SPECIAL CONDITIONS OF CONTRACT

4. Absenteeism Control (Exclude force majeure and employer-caused delays):

Absenteeism (%) = (Total absentee man-days ÷ Total scheduled man-days for the month) × 100

Sl. No	Absenteeism Level	Penalty
4.1	Up to 5%	Nil
4.2	5% – 10% in a month	2% deduction on monthly bill
4.3	10% – 15% in a month	5% deduction on monthly bill
4.4	Above 15% in a month	10% deduction on monthly bill

5. Uniform Compliance:

Sl. No	Violation	Penalty
5.1	Non-issuance of uniform	₹300 per person per day
5.2	Workmen not wearing uniform	₹200 per person per day

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CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

i) The General Conditions of Contract form part of the Tender specifications. **For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.

ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. . Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

1.2.1. The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.

1.2.2. Tenders shall be submitted through E-Procurement portal as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.

1.2.3. Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.

1.2.4. Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.

1.2.5. The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.

1.2.6. The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).

1.2.7. The submission of bid will tantamount to due diligence having been done and it shall be deemed that:

a) the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works

b) the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works

c) the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.

1.2.8. The Tenderer shall mandatorily be required to submit "Site Visit Confirmation Declaration" along with the Technical Bid.

1.3. LANGUAGE

1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.

1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

1.4.1 **Price Bid opening**: During opening of price bids, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

1.4.2 **Reverse Auction**: In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. (Guidelines as available on www.bhel.com on "**supplier registration page**".).

1.5 QUALIFICATION OF TENDERERS

i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.

ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.

iii) The offers of the bidders who are on the debarred list shall be rejected. Further, offer of the bidders, who engage the services of the debarred firms or associated with the debarred firm, for present bid, shall also be rejected. The list of debarred firms is available on BHEL web site www.bhel.com. (Refer clause 28.0 of NIT).

iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

1.6. EVALUATION OF BIDS

i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

ii) In case the same qualifying experience is claimed by more than one agency, then:

a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.

b. However, if the same is on account of subletting, part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.

iii) In case the qualifying experience is claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of the bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.

iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.

v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.

vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.

vii) Bidders are advised to also refer to clause no 2.9.4 regarding evaluation of their performance in ongoing projects.

1.7. DATA TO BE ENCLOSED

Full information shall be given by the tenderer in respect of the following. Non submission of this information may lead to rejection of the offer.

i) INCOME TAX PERMANENT ACCOUNT NUMBER

Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.

ii) ORGANIZATION CHART

The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.

iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.

iv) IN CASE OF INDIVIDUAL TENDERER:

His / her full name, address, PAN and place & nature of business.

v) IN CASE OF PARTNERSHIP FIRM:

The names of all the partners and their addresses, copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be enclosed.

vi) IN CASE OF COMPANIES:

a) 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).

b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 AUTHORIZATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so, for which a Power of Attorney is to be submitted along with the tender offer. For company, a Power of Attorney (as per format in Volume-I D) shall be submitted.

1.9 EARNEST MONEY DEPOSIT

1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the NIT.

ii) **The EMD up to an amount of Rs. 2 Lakh** is to be paid only in the following forms:

a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).

b) Electronic Fund Transfer credited in BHEL account (before tender opening).

c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).

d) Fixed Deposit Receipt (FDR) 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) duly marking lien in favour for BHEL (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.

e) Insurance Surety Bonds

f) **In case EMD amount is more than Rs. Two Lakhs**, Tenderer has the option to submit the amount in excess of Rs. Two lakhs in the forms described above in clause no. 1.9.1. ii) (a) to (e) or in the form of Bank Guarantee from Scheduled Bank (along with the Offer). The Bank Guarantee in such cases shall be valid for at least six months from the due date of tender submission. The Bank Guarantee format for EMD shall be in the prescribed formats.

iii) No other form of EMD remittance shall be acceptable to BHEL.

iv) Proof of EMD: Bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal. However, for the purpose of realization, the bidder shall send the demand draft/ banker's cheque/ pay order/ Bank Guarantee/ FDR/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time.

1.9.2 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.OR

ii) The successful Contractor, on whom the work has been awarded, fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LIO/LOA/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" of BHEL and forfeited/ released based on the action as determined under these guidelines.

1.9.3 EMD shall not carry any interest.

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

1.9.5 Cash portion of EMD of successful tenderer will be retained as part of Security Deposit. EMD submitted in the form of Bank Guarantee/ FDR shall be retained by BHEL until the receipt of the Security Deposit.

1.10 SECURITY DEPOSIT

1.10.1 Upon acceptance of Tender, the successful bidder shall be required to deposit the 5% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

1.10.2 The Security Deposit shall be furnished before start of the work by the contractor.

1.10.3 The required Security Deposit may be accepted in the following forms.

i) Cash (as permissible under the extant Income Tax Act).

ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.

v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR.

vi) Insurance Surety Bonds.

Note:

i. 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.

ii. In case of delay in submission of Security Deposit, enhanced security deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder before submission of first bill

1.10.4 The Security Deposit shall not carry any interest.

1.10.5 In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.

iii) The recoveries made from running bills can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

1.10.6.The validity of Bank Guarantees towards Security Deposit shall be valid till actual completion of work + Guarantee Period + 3 months,.

1.10.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims, damages and remedies in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL by giving prior notice to the contractor.

1.11 RETURN OF SECURITY DEPOSIT

Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract.

1.12 BANK GUARANTEES

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

i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.

ii) The Bank Guarantees shall be as per prescribed formats.

iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.

v) 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.

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

vii) The Original Bank Guarantee shall be submitted to Subcontracting Department of CPC (Central Procurement Cell) - PSHQ of BHEL unless specified otherwise in TCC.

1.13 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.14 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor 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.

1.15.2 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.

1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) 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 not consider a bidder for further processing of tender 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 in line with clause no. 9.0 of the 'NIT'. The decision of BHEL will be final in this regard.

1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in tis regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period up to 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period.

In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract.

Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause

1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer.

1.16 INTIMATION OF CHANGE OF NAME/ RECONSTRUCTION OF THE ORGANIZATION:

In the event of the organization (Proprietorship/Partnership/Company) undergoing any change of name or reconstitution, prior intimation of the same shall be given to BHEL. Upon such changes coming into effect, the same is to be intimated to BHEL immediately with supporting documents as applicable.

CHAPTER-2

2.1 **DEFINITION:**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

i) BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, and its office at HPVP, Visakhapatnam-530012 (inviting tenders) or its Authorized Officers.

ii) "**EXECUTIVE DIRECTOR**" or "**GENERAL MANAGER** (In- charge)" or "**GENERAL MANAGER**" shall mean the Officer in Administrative charge of the respective UNIT/Power Sector Region.

iii)"**COMPETENT AUTHORITY**" shall mean BHEL Officers who are empowered to act on behalf of BHEL

iv) "**ENGINEER**" or "**ENGINEER IN CHARGE**" shall mean an Officer of BHEL as may be duly appointed and authorized by 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. The term also includes **'CONSTRUCTION MANAGER'** or '**SITE IN CHARGE'** as well as Officers at Site or at the Headquarters of the respective Power Sector Regions. For the purpose of joint measurement, verification, certification and/ or approval of the work and/ or documents under the contract the word "Engineer" or "Engineer In charge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.

v) "**SITE**" shall mean the places or place at which the plants/ equipment are to be erected and services are to be performed as per the specification of this Tender.

vi) "**CLIENT OF BHEL**" or "**CUSTOMER**" shall mean the project authorities with whom BHEL has entered into a contract for supply of equipment or provision of services.

vii) "**CONTRACTOR**" shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor's successors, heirs, executors, administrators and permitted assigns.

viii) "**CONTRACT**" or "**CONTRACT DOCUMENT**" shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to 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 /corrigendum to Tender 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 accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.

ix) "**GENERAL CONDITIONS OF CONTRACT**" shall mean the '**Instructions to Tenderers'** and '**General Conditions of Contract**' pertaining to the work for which above tenders have been called for.

x) "**TENDER SPECIFICATION**" or "**TENDER**" or "**TENDER DOCUMENTS**" shall mean General Conditions, Common 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. Individual specification number will be assigned to each Tender Specification.

xi) "**LETTER OF INTENT/ AWARD**" shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.

xii) "**COMPLETION TIME**" shall mean the period by 'date/month' specified in the 'Letter of Intent/Award' or date mutually agreed upon for handing over of the intended scope of work, the erected

equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.

xiii) "**PLANT**" shall mean and connote the entire assembly of the plant and equipment covered by the contract.

xiv) "**EQUIPMENT**" shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.

xv) "**TESTS**" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.

xvi) "**APPROVED**", "**DIRECTED**" or "**INSTRUCTED**" shall mean approved, directed or instructed by BHEL.

xvii) "**WORK or CONTRACT WORK**" shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.

xviii) "**SINGULAR AND PLURALS ETC**" words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.

xix) "**HEADING"** – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.

xx) "**MONTH**" shall mean calendar month unless otherwise specified in the Tender.

xxi) '**Day**' or '**Days**' unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.

xxii) "**COMMISSIONING**" shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required at site if any, have been completed and Equipment with associated system is ready for taking into service.

xxiii) "**WRITING**" shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.

xxiv) "**TEMPORARY WORK**" shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.

xxv) '**CONTRACT PRICE**' or '**CONTRACT VALUE**' shall mean the sum mentioned in the LOI/ LOA/ Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.

xxvi) '**EXECUTED CONTRACT VALUE'** shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.

xxvii) "**COMMENCEMENT DATE**" or "**START DATE**" shall mean the commencement/start of work at Site as per terms defined in the Tender.

xxviii) "**SHORT CLOSING**" or "**FORE CLOSING**" of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.

xxix) "**TERMINATION**" of Contract shall mean the pre-mature closing of contract due to reasons as mentioned in the contract.

xxx) "**DE MOBILIZATION**" shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.

xxxi) "**RE MOBILIZATION**" shall mean the resumption of work with all resources required for the work after demobilization.

xxxii) "**OVERRUN CHARGES (ORC)**" shall mean and include all the costs incurred by the Contractor during the extended period of the contract, including but not limited to any cost arising out of idle labour, administrative cost, T & P and machinery.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Laws of India. Subject to clause 2.21.1.1 of this contract, the Civil Court having original Civil Jurisdiction at .....(e.g. **Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR**, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

2.3 ISSUE OF NOTICE

2.3.1 Service of notice to the Contractor

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by **Email/ Registered Post/Speed Post to or leaving the same at** the Contractor's last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to BHEL. Such dispatch or display ~~posting or leaving~~ of the notice as the case may be shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

2.3.2 Service of notice to ~~on~~ BHEL

Any notice to be given to BHEL In-charge of the Region under the terms of the Contract shall be served by sending the same by Registered/AD or Speed post to BHEL address or changed address as notified in writing by BHEL to the Contractor.

2.4 USE OF LAND

No land belonging to BHEL or their Customer under temporary possession of BHEL shall be occupied by the contractor without written permission of BHEL.

2.5 COMMENCEMENT OF WORK

2.5.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Award from BHEL and shall proceed with the same with due expedition without delay.

2.5.2 If the contractor fails to start the work within stipulated time as per LOI/ LOA or as intimated by BHEL, then BHEL at its sole discretion shall have the right to cancel the contract. The Earnest Money and/or Security Deposit furnished by the contractor to under this tender will stand forfeited without any further reference to him and without prejudice to BHEL's other rights and remedies under this contract and the applicable laws in this regard.

2.5.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

2.6.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing and approved by contract executing department.

2.6.2 For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.

2.6.3 These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of

quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

2.6.4 Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.

2.6.5 All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.

2.6.6 Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.

2.6.7 The measurement shall be taken jointly by persons authorized on the part of BHEL and by the Contractor.

2.6.8 The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.

2.6.9 If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.

2.6.10 Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left out work has to be completed, if pointed out at a later date by BHEL.

Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall submit the final bill in line with WAM 7 format as per tender documents with an additional recording of the dispute, if any and shall sign with the following declaration:

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No……..dated……for which payment is claimed as above and that I/We have no further claim under this agreement/work order except for the following (nature of claim with details & amount claimed, if any. NIL may be mentioned if there are no further claims). –*

a)…….

b)……

c) …….

It is agreed that the authorized signatory of Contractor shall necessarily record his claims/ dispute in Form WAM 7 only and any claim(s)/ dispute in any other form/ letter shall not be taken cognizance of by BHEL and admissible before any forum. BHEL shall make the payment of undisputed amount within the stipulated time without any unreasonable delay.

All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

2.7 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

2.7.1 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 fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.

Where the contractor fails to deploy adequate manpower to meet the contractual target, BHEL reserves the right to deploy manpower to meet such shortfall, through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor. Fulfilling of all obligations towards payments and other statutory compliances related to such manpower shall be the contractor's responsibility. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL shall be entitled to take action as provided herein.

2.7.2 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

2.7.2.1 The following shall amount to breach of contract:

I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.

II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.

IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.

V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.

VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.

VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.

Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

IX. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note-Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" 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 = T1

ii) Let the value of executed work till the time of termination of contract= X

iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y

iv) Delay in executed work attributable to contractor i.e. T2=[1-(X/Y)] x T1

v) LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2 REMEDIES IN CASE OF BREACH OF CONTRACT.

i) Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

ii) Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.

iii) wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

iv) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.

v) If Contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:

a from dues available in the form of Bills payable to defaulted Contractor against the same contract.

b If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.

c In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted Contractor.

vi) It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.

vii) In addition to the above, imposition of liquidated damages, debarment, termination, descoping, short-closure, etc., shall be applied as per provisions of the contract.

Note: The defaulting contractor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

(a) In case defaulted contractor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

(b) In case defaulted contractor is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.7.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, whatsoever.

2.7.5 Whenever any Claim or Claims for payment of any sum of money(s) arises under this or any other contract against the contractor, BHEL shall be entitled to withhold and also have a lien to retain such sum of money(s) in whole or in part from any money(s) payable to contractor and/or security deposits furnished or deducted in cash from the bills of contractor, (if any) under this contract. In the event of the securities or the amounts payable to Contractor, being insufficient to cover BHEL claims, then BHEL shall be entitled to withhold and have a lien to the extent of such claims from any sum or sums found payable or which at any time thereafter may become payable to the contractor under this or any other contract with BHEL.

a) Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)

b) It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.

c) Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.

d) If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.

e) Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

2.7.6 While every endeavour will be made by BHEL to this end, yet BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

2.7.7 BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:

i) suspension of work(s) at a Project either by BHEL or Customer,
or

ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

2.7.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts etc. due to which inordinate discontinuity of work is anticipated, BHEL on its own or contractor's request at its discretion may consider to short close the contract in any of the following cases:

a) The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.

b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).

c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work (or estimated value of services to be provided for carrying out milestone/stage payments like Trial Operation/PG Test etc.) as decided by BHEL, shall however be reduced from the final contract value.

Note: The Contractor shall not be eligible for any compensation on account of Quantity Variation arising out of short-closure of contract as per clause no. 2.7.8 (b) above.

2.7.9 LIQUIDATED DAMAGES

Liquidated Damages, wherever referred under this Tender/Agreement, shall mean and refer to the damages, not in the nature of penalty, which the contractor agrees to pay in the event of delay in delivery of stores, installation, commissioning, breach of contract etc. as the case may be.

Liquidated Damages leviable upon the contractor is a sum which is agreed by the parties as a reasonable and genuine pre-estimate of damages which will be suffered by BHEL on account of delay/breach on the part of the contractor.

Liquidated Damages shall be calculated in the manner stipulated hereinafter:
In case the work is not completed within the stipulated time period, BHEL at its discretion may grant provisional time extension to contractor for the sole purpose of completion of balance works keeping its right reserved under the contract and law.

Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.
After the completion of work, duly certified by Engineer in charge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record:

a) Delays solely attributable to contractor
b) Delays attributable to BHEL
c) Delays on account of Force Majeure (as specified elsewhere in the contract)

The total period under the final time extension shall be equal to the 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 solely attributable to contractor and recoverable from the dues payable to the contractor.
For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, BHEL shall have the right to impose Liquidated Damage 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.
Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

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

The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc. The subcontractor shall fully indemnify BHEL against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities hereunder:

2.8.1 As far as possible, Unskilled Workers shall be engaged from the local areas in which the work is being executed.

2.8.2 The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other

Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause 2.8.3.

2.8.4 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer.

2.8.5 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.

2.8.6 While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the Inspectorate in connection with contractor's Welders/Electricians qualification tests etc.

2.8.7 Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

2.8.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

2.8.9 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.

2.8.10 The contractor shall ensure that no damage is caused to any person/property of other parties working at site/company" premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.

2.8.11 All the properties/equipment/components of BHEL/their Client/Customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/Customer.

2.8.12 The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipment/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.

2.8.13 In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.

2.8.14 Any delay in completion of works/or non-achievement of periodical targets/or non execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.

2.8.15 The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

2.8.16 All safety rules and codes applied by the Customer /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 with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. 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.

The contractor shall arrange for such safety devices 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.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.

2.8.17 The contractor shall be directly responsible for payment of wages to his workmen/labours before the expiry of seven days from the last day of wage period and to ensure disbursement of wages in the presence of the representative from BHEL A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for the purpose of maintaining the records for compliance,

Contractor shall create awareness amongst their workforce by helping & encouraging in opening bank accounts and to encourage them to adopt digital mode of transactions. While releasing wages/ salary to their workers/ supervisors/ staff, Contractor shall comply with the GOI's guidelines for maximizing such transactions through Non-Cash / digital means.

2.8.18 In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

2.8.19 Also, no idle charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour and Tools & Plants being rendered idle due to any reason at any time.

2.8.20 The contractor shall take all reasonable care to protect the materials and work till such time the plant/equipment has been taken over by BHEL or their Customer whichever is earlier.

2.8.21 The contractor shall not stop the work or abandon the site for whatsoever reason of dispute, excepting force majeure conditions. All such problems/disputes shall be separately discussed and settled without affecting the progress of work. Such stoppage or abandonment shall be treated as breach of contract and dealt with accordingly.

2.8.22 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.

2.8.23 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is caused

due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall lto recover the loss from the contractor.

2.8.25 For all works having contract value of Rs. 5,00,000/- or above, 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: ₹10,00,000/- (Rupees Ten Lakh).

ii. In the event of other permanent disability: ₹.7,00,000/- (Rupees Seven Lakh)

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.

2.8.26 Contractor shall be fully responsible for the safety of their T&Ps and other material mobilized at site. In any case, BHEL shall not be liable for any damage/loss/misuse of any item(s) belong to the contractor.

2.8.27 Contractor will ensure that the work/job is executed through his/her employees on and under no circumstances, the contractor shall subcontract the job without prior written permission from BHEL.

2.8.28 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

2.9 EXECUTION PLAN, PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION

2.9.1 A tentative plan/ programme for completion of the contractual scope of work as per the time schedule given in the contract shall be made jointly by BHEL and Contractor, before commencement of work. The above programme shall be supported by month wise deployment of resources viz Manpower, T&P, Consumables, etc. Progress will be reviewed periodically (Daily/Weekly/Monthly) vis-à-vis this jointly agreed programme.

Subsequently, every month, quarterly rolling plan will be made by BHEL based on budgeted targets.

Monthly plan in F-14 format shall be drawn from this Quarterly plan. Monthly plan shall necessarily include activities required for achieving targets/ milestones unless inputs/ fronts are not available. While planning and arriving on asking rate all available inputs shall be taken into consideration.

Vendor will be required to execute the monthly plan in that month in addition to make full efforts to minimize the cumulative shortfall attributable to him up to the month.

BHEL may require monthly work plan up to one and half times of average monthly value and demand matching manpower.

Where, Average Monthly Value = Total Contract Value (as per latest revision) / Period of Contract (in months) Provided, this requirement is reflected in the rolling quarterly plan two months in advance.

If the Contractor refuses to sign the F-14 format, those F-14 formats requiring Contractor's signature shall be deemed to have been signed and accepted by the Contractor, if communicated to the Contractor through email or any other mode as stated in clause 2.3.1.

The Contractor shall submit periodical progress reports (Daily/Weekly/Monthly) and other reports/information including manpower, consumables, T&P mobilization etc. as desired by BHEL.

2.9.2 Monthly progress review between BHEL and Contractor shall be based on the agreed programme as above, availability of inputs/fronts etc., and constraints if any, as per prescribed formats (i.e. Form F-14). Manpower, T&P and consumable reports as per prescribed formats shall be submitted by contractor every month. Release of RA Bills shall be contingent upon certification by BHEL Site Engineer of the availability of the above prescribed formats duly filled in and signed.

2.9.3 The burden of proof that the causes leading to any shortfall is not due to any reasons attributable to the contractor is on the contractor himself. The monthly progress review shall record shortfalls attributable to (i) Contractor, (ii) Force Majeure Conditions, and (iii)
BHEL

2.9.4 Performance of the Contractor shall be assessed as per prescribed formats and shall form the basis for 'Assessment of Capacity of Bidder' for Tenders where the Contractor is a bidder. BHEL reserves the right to revise the evaluation formats during the course of execution of the works.

2.10 TIME OF COMPLETION

2.10.1 The time for completion shall be as mentioned n the LOA/Contract. The time for completion shall be reckoned from the date of commencement of work at Site as certified/notified in writing by BHEL Engineers.

2.10.2 Time being the essence of the contract, 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 under clause 2.11.

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 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. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL.

2.11.2 Based on the F-14 formats, 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 backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 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 under Clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.

2.11.4 Planning, progress monitoring, monthly review and performance monitoring shall be carried out as per clause 2.9 of GCC.

2.12 OVERRUN COMPENSATION –

2.12.1 ORC during original contract period: No ORC shall be applicable during the original contract period.

2.12.2 ORC during extended period for the reasons solely attributable to contractor: No ORC shall be applicable during the extended period granted for the reasons solely attributable to contractor and work executed during this period shall be paid as per original contract rates.

2.12.3 ORC during extended period for the reasons not attributable to contractor: ORC shall be payable as per following procedure:

2.12.3.1 For initial period of twelve months of extended period, ORC rate applicable over executed value shall be 5%. For every subsequent period of twelve months, ORC rate shall be further increased by 5% over the previous rate. For example, ORC rates applicable for initial period of 12 months and subsequent period of 12 months are given below.

Sl. No.	Extended Period for the reasons attributable to BHEL	ORC rate applicable over executed value
1	First 12 months	5%
2	13th-24th month and so on	10.25% {[(1.05 x 1.05)-1] x 100}

This process of increasing ORC rate for each subsequent period of 12 months shall continue till applicability of ORC.

2.12.3.2 On completion of original contract period as well as on completion of each subsequent period of twelve months i.e. at the time of change in applicable ORC rate, Delay Analysis shall be carried out and percentage shortfall attributable to both BHEL & Contractor shall be calculated.

2.12.3.3 For the purpose of calculation of ORC, executed value of work in the month shall be divided in Part-1 and Part-2 in proportion of percentage shortfall attributable to BHEL and contractor respectively, based on the last delay analysis as worked out in 2.12.3.2.

ORC shall be payable only on Part-1 and no ORC shall be payable on Part-2.

Value of Part-1 shall be further limited to the value of actual inputs provided by BHEL i.e. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14 for calculation of ORC.

2.12.3.4 Payment of ORC amount shall be further regulated as follows:

(i) 50% of the ORC is allocated for deployment of matching resources (with weightages) agreed as per the joint programme drawn vide 2.11.4. ORC Payment against resources shall be calculated in proportion to percentage of resources actually deployed w.r.t. planned resources, as per Form-14.

(ii) 50% of ORC is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. ORC Payment shall be reduced in proportion to percentage shortfall attributable to contractor w.r.t.–"Plan - Shortfall attributable to BHEL" for the month, as per Form-14.

2.12.3.5 The maximum amount of ORC payable for the month shall be limited to Rs. 10,00,000/- (Rupees Ten Lakhs).

2.12.3.6 In case, there is no shortfall attributable to contractor for the month and also contractor has deployed the resources as agreed in Form-14 but ORC amount payable for the month worked out as per procedure mentioned in clause 2.12.3.3, 2.12.3.4 and 2.12.3.5, is less than Rs.1,00,000/-, then ORC amount payable for the month shall be Rs.1,00,000/- otherwise ORC amount payable for the month shall be as per procedure mentioned in Clauses clause 2.12.3.3, 2.12.3.4 and 2.12.3.5.

2.12.3.7 In case execution is on **HOLD** (Other than Force Majeure), ORC shall be payable as per following:

i). Contractor has not been permitted by BHEL to de-mobilize

ORC amount of Rs. 1,00,000/- per month shall be applicable during the period of HOLD

a) provided resources as planned are deployed (not demobilised) during the period of hold.

b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1. ii). Contractor has been permitted to demobilize and to remobilize after lifting of HOLD

a) No ORC shall be payable to contractor for the period of HOLD.

b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.3.8 In case **Force Majeure** is invoked:

i). No ORC shall be applicable during the period of Force Majeure.

ii). Subsequent to revocation of Force Majeure, period of Force Majeure shall be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.4 Applicability of ORC: ORC shall not be applicable for following activities.

i). Area cleaning, removal of temporary structures and return of scrap.

ii). Punch list points / pending points liquidation pending due to reasons attributable to contractor

iii). Submission of "As built Drawing"

iv). Material Reconciliation

v). Completion of Contract Closure formalities like HR Clearance/ No dues from various dept./ Statutory Authorities etc.

2.12.5 Total Over Run Compensation shall be limited to 10% of the cumulatively executed contract value till the month (excluding Taxes and Duties if payable extra). For this purpose, executed contract value excludes PVC, ORC and Extra/Supplementary Works.

2.13 SECURED RECOVERABLE ADVANCES:

2.13.1 **INTEREST FREE MOBILIZATION ADVANCE**: Competent Authority of BHEL may approve proposals for payment of Interest Free Secured Mobilization Advance (limited to a maximum of 5% of the Contract Value) only in Installation Works in Power Plants under exceptional circumstances.

Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization in the beginning of the contract, as specified in the TCC, in three or more instalments with the value of any instalment not more than 2.5% of the Contract Value. The next instalment will be due only on completion of the activities linked to the previous instalment.

Each such instalment is to be secured through BG of 100% of the instalment amount. Recovery of Interest Free Secured Advance shall be made @ 10% of Running Bill Amount. As and when the total recovered amount exceeds any of the BG value submitted against the advance, that BG shall be returned. In any case, Interest Free Advance shall be fully recovered by the time the contract reaches 50% of the original contract period either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount.

2.13.2 **INTEREST BEARING ADVANCE:**

2.13.2.1 INTEREST BEARING MOBILIZATION ADVANCE: Competent authority may also approve need based Interest Bearing Mobilization advance after a certification from the Contractor for having achieved a financial progress of 10% of the original contract price. However, the total

mobilization advance (including Interest Free Mobilization Advance) shall not exceed 10% of the Contract Value. Bank Guarantee towards 'Interest Bearing Recoverable Advance' shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required.

2.13.2.2 INTEREST BEARING SECURED ADDITIONAL INTERIM ADVANCE: In exceptional circumstances, with due justification, Competent Authority of BHEL may approve proposals for payment of additional interim interest-bearing advance against Bank Guarantee, for resource augmentation towards expediting work for project implementation. Contractor shall establish the utilization of advance drawn in the form of Utilization Certificate before the release of next instalment.

Bank Guarantee shall be 110% of the advance so as to enable recovery of not only principle amount but also the interest portion, if so required. Unadjusted amount of advances (including Interest Free Mobilization Advance) paid shall not exceed 10% of the total contract value at any point of time.

NOTES for INTEREST BEARING ADVANCE:

(a) Recovery of Interest Bearing Advances shall be made from the Running Bills progressively. Recovery rate per month for Interest Bearing Advances shall be the sum of:
i) Not less than 10% of Running Bill amount
ii) Simple interest up to the date of RA Bill on the outstanding Principle amount/amounts

(b) In any case, Interest Bearing Advance shall be fully recovered by the time the contractor's billing reaches 90% of contract value either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount along with interest.

(c) Payment and recovery of any of the above advance(s) shall be at the sole discretion of BHEL and shall not be a subject matter of arbitration.

(d) The rate of interest applicable for the above advances shall be the repo rate prevailing on the date of release of advance plus 4%, and such rate will remain fixed till the total advance amount is recovered.

(e) Contractor to submit Bank Guarantee as per prescribed formats for each of the advance and shall be valid for at least one year or the recovery duration whichever is earlier. In case the recovery of dues does not get completed within the aforesaid BG period, the contractor shall renew the BG or submit fresh BG for the outstanding amount, valid for at least one year or the remaining recovery duration whichever is earlier. For each advance, the Contractor will be allowed to submit more than one BG so that the BGs can be returned progressively based on recovered amount. In case, the Contractor prefers to submit single BG against an advance, the amount of BG may be progressively reduced by the amount repaid by the Contractor.(f) BHEL is entitled to make recovery of the entire outstanding amount in case the contractor fails to comply with the BG requirement.

2.13.3 **SECURED ADVANCE AGAINST MATERIAL BROUGHT TO SITE:**

Secured advance on the security of materials (which are not combustible, fragile or perishable in nature) brought to the site but not yet incorporated in the works will be made up to 75% of Invoice value, or the 75% of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 days and subject to the stipulations, as mentioned below:

(i) Contractor shall obtain prior permission of Engineer-in-charge before procurement of materials against which advance is being sought. Engineer-in-charge shall ensure formal approval of Construction Manager before communicating the permission to Contractor.

(ii) Secured advance shall not be allowed/ payable for materials procured by Contractor before the date of such permission.

(iii) Secured Advance shall be allowed only once against a single invoice. Multiple Secured Advance against single invoice is not allowed.

(iv) Secured advance against materials shall be paid only against non-perishable items. Engineer-in-charge to ensure that such items are adequately covered under insurance cover (to be taken by the Contractor if not covered under BHEL Insurance Policy).

(v) At any point of time, the unadjusted secured payments against material brought to site shall not be more than 5% of the Contract Value.

(vi) The advance will be repaid from each succeeding Running bill(s) to the extent materials for which advance has been previously paid have been incorporated into the works. In any case, such advance payment shall be fully recovered maximum from 3-4 subsequent RA bills whether the material is consumed in the work or not. In absence of sufficient value of RA bills for making the required recovery, the Contractor shall deposit the balance amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing the Securities available with BHEL for the balance amount.

(vii) Contractor has to give a formal deed of hypothecation, drawn up on non-judicial stamp paper under which the BHEL secures a lien on the materials and is safeguarded against losses, due to the contractor postponing the execution of the work or due to the shortage or misuse of materials and against the expenses incurred on their watch and safe custody.

2.14 QUANTITY VARIATION

2.14.1 Variation in Final Executed Contract Value

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 15% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. In case of work terminated/ short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer.

Compensation due to variation of final executed contract value in excess of the limits defined in clause above, shall be as follows:

i) In the event the finally executed contract value reduces below the lower limit of awarded Contract Value due to quantity variation specified above, the Contractor will be eligible for compensation @ 15% of the difference between the lower limit of the awarded contract value and the actual executed contract value.

ii) In the event the finally executed contract value increases above the awarded Contract Value due to quantity variation, the Contractor is not eligible for any compensation.

2.14.2 Variation in Individual Quantities of BOQ Item(s)

The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the quantity of individual BOQ item(s) is within the limits of Plus (+) 100% of the quantity in the original price schedule in this regard.

In case executed quantity for a particular BOQ item(s) exceeds two times the quantity in the original price schedule (100% increase), then the revision in rates for such BOQ item(s) for the quantity in excess of two times the quantity in the original price schedule including any subsequent increase in quantity, may be considered based on request from the Contractor, however, BHEL decision in this regard shall be final. Revised rates for subject BOQ item(s) shall

be worked out on the basis of prevailing market rates mutually agreed between BHEL and Contractor. PVC/ ORC will not be applicable for these revised rates.

BHEL, however, retains the right to arrange the excess quantity through any other source for expediting activities in the interest of the Project.

Note:

(a) Revision in rates under clause 2.14.2 will remain admissible in those cases also, where, the Contractor is eligible for compensation under clause 2.14.1 i).

(b) The value of work executed at revised rates due to variation in Individual Quantities of BOQ Item(s) shall be included while calculating the finally executed contract value in clause no. 2.14.1 above.

2.15 EXTRA WORKS

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.15.4 BHEL retains the right to award or not to award any of the major repair/ rework/ modification/ rectification / fabrication works to the contractor, at their discretion without assigning any reason for the same.

2.15.5 After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit ,storage and erection damages, payment, if found due will be at Rs139/- per man hour.

2.15.6 The above composite labour man hour rate towards extra works shall remain firm and not subject to any variation during execution of the work. PVC will not be applicable for extra works. Rate revision, Over Run Charges/compensation etc. will not be applicable on extra works.

2.15.7 **Extra Works for Civil Packages** shall be regulated as follows –

i) Rates for Extra Works arising due to (1) non availability of BOQ (Rate Schedule), OR (2) change in Specifications of materials/works (3) rectification/modification/dismantling & re-erecting etc. due to no fault of Contractor, shall be in the order of the following:

a) Item rates are to be derived from similar nature of items in the BOQ (Rate Schedule) with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities.

b) As per latest edition of CPWD-DSR with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities OR Notification issued by the office of CPWD for 'Cost Index' in that Region where the project is being executed with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities, whichever is less.

c) Item rates are to be worked out on the basis of market rates prevailing on the date of execution mutually agreed between BHEL and Contractor.

ii) PVC and ORC will not be applicable for (i) above.

2.16 SUPPLEMENTARY ITEMS

2.16.1 For NON-Civil Works

Supplementary items are items/works required for completion of entire work but not specified in the scope of work. Subject to certification of such items/works as supplementary items by BHEL Engineer, rates shall be derived on the basis of any one of the following on mutual agreement:

i) Based on percentage breakup/rates indicated for similar/nearby items.

ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work.

2.16.2 For Civil Works

i) Rates for Supplementary Works/Additional Works arising out due to additions/alterations in the original scope of works as per contract subject to certification of BHEL Engineer shall be worked out as under:

a) Item rates which are available in existing BOQ (Rate Schedule) shall be operated with applicable escalation derived from All India Consumer Price Index for Whole Sale Commodities

Items of works which are not available in existing BOQ shall be operated as an 'Extra Works' and rate shall be derived as per clause no 2.15.7

ii) Execution of Supplementary Works/Additional Works through the Contractor shall be at the sole discretion of BHEL, and shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14

iii) BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor.

iv) PVC and ORC will not be applicable for (i) above.

2.17 PRICE VARIATION COMPENSATION –

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable.

2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

SL NO.	CATEGORY	INDEX/ AVERAGE MINIMUM WAGE	PERCENTAGE COMPONENT ('K')				
			CIVIL PACKAGES (See Note A/B/C)			MECHANICAL PACKAGES	Electrical , C&I Material Management/ Handling and other labour oriented Packages
			A	**B**	**C**		
i)	LABOUR (ALL CATEGORIES)	(a) 'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (50% weightage out of component 'K') (Website: labourbureau.nic.in) (b) Arithmetical average of minimum wages of Unskilled, Semi-skilled, Skilled and Highly skilled workers as applicable at project site location (50% weightage out of component 'K')	**40**	**25**	**30**	**65**	**80**
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity Code: 1202000005 (**See Note E**)	**5**	**3**	**5**	**5**	**5**
iii)	WELDING ROD	Name of Commodity: MANUFACTURE OF BASIC METALS Commodity Code: 1314000000 (**See Note E**)				**15**	
iv)	CEMENT	Name of Commodity: ORDINARY PORTLAND CEMENT Commodity Code: 1313050003 (**See Note E**)		**20**	**30**		

v)	STEEL (Structural and Reinforcement Steel)	Name of Commodity: MILD STEEL: LONG PRODUCTS Commodity Code: 1314040000 (**See Note E**)		**25**			
vi)	All OTHER MATERIALS (Other than Cement & Steel)	Name of Commodity: ALL COMMODITIES Commodity Code:1000000000 (**See Note E**)	**40**	**12**	**20**		

Note:

A) Cement & Steel: Free Issue (BHEL Scope)

B) Cement & Steel: In Contractor Scope

C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)

D) For Composite packages (i.e. Civil + Mechanical + Electrical and/or C&I or Civil + Mechanical or Mechanical + Electrical and/or C&I), the COMPONENT ('K') for various categories shall be as per respective packages as above.

E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: eaindustry.nic.in). Revisions in the index or commodity will be re-adjusted accordingly.

2.17.3 # Not Applicable

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

$$P = K \times R \times \frac{(X_N - Xo)}{Xo}$$

Where,

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

X_N = Revised Index for Labour, Revised Average Minimum Wages for Labour, Revised Index for High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

Xo = Index for Labour, Average Minimum Wages for Labour, Index for High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date

2.17.5 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

2.17.6 Base date shall be calendar month of the 'last date of submission of Tender'.

2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

2.17.9 PVC shall be applicable for the entire original contract period plus the extended period, i.e. for the complete execution period, as follows:

For PVC computation of the nth month:

Let the cumulative delay attributable to the Contractor is D_n in the nth month as per Form-14.

Considering R_n as the billing value for the nth month, PVC for the nth month shall be calculated as follows:

a) PVC for the portion of R_n for an amount of $D_{(n-1)}$ shall be payable as per indices for the $(n-1)^{th}$ month.

b) PVC for the balance portion of R_n shall be payable as per indices for the nth month

In case $D_{(n-1)}$ is greater than R_n, then entire R_n shall be payable as per indices for the $(n1)^{th}$ month and the balance portion of $D_{(n-1)}$ shall be adjusted from $R_{(n+1)}$ of the $(n+1)^{th}$ month and will be payable as per indices for the $(n-1)^{th}$ month. The above process shall be continued for subsequent month(s) also till full $D_{(n-1)}$ is consumed.

i) For milestones mentioned in the contract, PVC shall be applicable as per average of the indices from the month of base date till the month of execution of milestone. ii) PVC shall not be applicable for time extension provided for the delays solely attributable to the contractor. No PVC is payable during the period of Provisional Time Extension till grant of final time extension. Applicability of PVC will be decided at the time of grant of final time extension.

ii) The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except items due to quantity variation.

Note: Work Planning in F-14 format to be meticulously done as per Clause 2.9 of this GCC.

2.18 INSURANCE

2.18.1 BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.

2.18.2 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. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

2.18.3 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.

2.18.4 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. 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.

2.19 STRIKES & LOCKOUT

2.19.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. 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, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.

2.19.2 For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.20 FORCE MAJEURE

2.20.1 "Force Majeure" shall mean circumstance which is:

a) beyond control of either of the parties to contract,

b) either of the parties could not reasonably have provided against the event before entering into the contract,

c) having arisen, either of the parties could not reasonably have avoided or overcome, and

d) is not substantially attributable to either of the parties And Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

i) War, hostilities , invasion, act of foreign enemies.

ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.

iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.

iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.

v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.

vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

vii) Epidemic, pandemic etc.

2.20.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

2.20.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

2.20.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

2.20.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

a) Constitute a default or breach of the Contract.
b) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

2.20.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

2.21 SETTLEMENT OF DISPUTE:

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 2.21.1.

2.21.1 **Conciliation:**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding “Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/

Entities/agencies are to encourage mediation under the Mediation Act. 2023 . The said Act has not yet been notified by the Government. Therefore, the clause “Settlement of Disputes” shall be modified accordingly as and when the Mediation Act 2023 gets notified.

2.21.2 ARBITRATION:

2.21.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. “IIAC” (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be

adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.

2.21.2.2 A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit,
BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

2.21.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.21.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.

2.21.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency) .....(i. e. New Delhi for Delhi/NCR based Units).

2.21.2.6 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at..... (i.e. New Delhi for Delhi/NCR based Units).

2.21.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein,
a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

2.21.2.8 It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

2.21.2.9 In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

2.21.2.10 In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

2.21.3 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS10937 dated 14-12-2022 as amended from time to time.

2.21.4 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.

2.22 RETENTION AMOUNT

2.22.1 Retention Amount shall be 5% of contract value and shall be furnished before the first RA Bill becomes due for payment. In case of increase in contract value, additional 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due.

The Retention amount of 5% of the contract value may be accepted in the following forms: -

i. Cash (as permissible under the extant Income Tax Act).
ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
iii. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated / pledged, as applicable, in favour of BHEL).
iv. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act and in line with clause 1.12 of GCC. The Bank Guarantee format for Retention Amount shall be in the prescribed formats. The validity of BG shall be initially for the contract period & shall be extended up to acceptance of final bill if the final bill is not settled during the contract period.
v. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
vi. Insurance Surety Bonds.

Alternatively, on successful bidder's request, the Retention Amount can also be recovered at the rate of 10% of the gross amount, progressively, from each of the running bills of the contractor till the total amount of the required retention amount is collected.

In case, contractor opts cash deduction from RA bills in the beginning & subsequently submit 5% of the Contract Value as Retention amount in any form as mentioned above, then refund of deducted retention amount may be permitted to contractor.

Note:

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

2.22.2 **Refund of Retention Amount shall be as follows:**

100% of Retention Amount/ BG shall be released along with Final Bill after deduction all expenses/ other amounts due to BHEL under the contract/ other contracts entered into with them (contractor) by BHEL provided that.

2.22.3 **In case of short closure of contract**

a) due to the premature termination of BHEL contract with customer for any reason whatsoever;

b) upon the request of contractor for any reason, prior to completion and acceptance of Trial Run by the end customer

The retention money equivalent to the 5% of contract value executed by the contractor shall not be refundable and the contractor shall be discharged of his liabilities as provided in the clause 2.22.1

2.23 PAYMENTS

Payments to Contractors are made in any one of the following forms: -

2.23.1 Running Account Bills (RA Bills)

i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.

iii) Recoveries on account of electricity, water, statutory deductions etc. are made as per terms of contract.

iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to redo the work according to the required specifications, without any extra cost. However, where this is not considered necessary 'OR' where the part work is done due to factors like non-availability of material to be supplied by BHEL 'OR' non availability of fronts 'OR' non availability of drawings, fraction payment against full rate, as is considered reasonable, may be allowed with due regard for the work remaining to be done. BHEL decision in this regard will be final and binding on the contractor.

v) In order to facilitate part payment, BHEL at its discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work, subject to following:

a) Provided no 'part' payment is recommended till 25% of work in the item rate is executed.

b) Payment of item rate to be made in not more than three instalments, last stage payment to be not lower than 20% of the item rate.

2.23.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following:

i) 'No Claim Certificate' by Contractor as per Clause 2.6.11 of the GCC.

ii) Clearance certificates where ever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc.

iii) Indemnity Bond as per prescribed format.

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP:

2.24.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects

due to faulty erection detected during the guarantee 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 by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.

2.24.2 BHEL shall release the Security Deposit subject to the following

i) Contractor has submitted 'Final Bill'
ii) Guarantee period as per contract has expired
iii) Contractor has furnished 'No Claim Certificate' as per clause 2.6.11 of GCC
iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format
v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Security Deposit refundable.

2.25 CLOSING OF CONTRACTS

The Contract shall be considered completed and closed upon completion of contractual obligations and settlement of Final Bill or completion of Guarantee period whichever is later. Upon closing of Contract, BHEL shall issue a performance/ experience certificate as per standard format, based on specific request of Contractor as per extant BHEL guidelines through the online portal available at https://siddhi.bhel.in only.

2.26 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in any act, including but not limited to, mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or tampers the tendering process or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, or does anything which is actionable under the Guidelines for Suspension of Business dealings, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender_registration/vender.php

2.27 LIMITATION ON LIABILITY:

Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. The Contractor shall not in any case be liable for loss of profit or special, punitive, exemplary, indirect or consequential losses whatsoever. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.

2.28 NON-DISCLOSURE AGREEMENT (NDA):

The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format attached).

2.29 CARTEL FORMATION

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines

2.30 FRAUD PREVENTION POLICY

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

2.31 ORDER OF PRECEDENCE:

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

a. Contract agreement with its Amendments/
b. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
c. Notice Inviting Tender (NIT)
d. Price Bid
e. Technical Conditions of Contract (TCC)—Volume-1A
f. Special Conditions of Contract (SCC) —Volume-1B
g. General Conditions of Contract (GCC) —Volume-1C
h. Forms and Procedures —Volume-1D

2.32 OTHER ISSUES

2.32.1 Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

2.32.2 In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.

2.32.3 Unless otherwise specified in NIT, offers from consortium/ JVs shall not be considered.

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ANNEXURE-IV

Ref: OS/FA/2026-28/87/64 **Date: 17.10.2026**

MINIMUM WAGES & STATUTORY BENEFITS PAYABLE TO THE CONTRACT LABOUR AS NOTIFIED BY THE HR DEPT. OF BHEL – HPVP, VISAKHAPATNAM W.E.F. 01-04-2026

All Values are in ₹

Sl. No.	Description	Unskilled	Semi-Skilled	Skilled
1	Wage per Day with BHEL Additional Pay	**608.72**	**716.08**	**861.58**
2	Wage per Day without BHEL Additional Pay	**485.65**	**573.77**	**703.88**
3	PF @ 13% on Sl. No.1	79.13	93.09	112.01
4	ESI @ 3.25% on Sl. no. 1	19.78	23.27	28.00
5	Bonus @ 8.33% on Sl. No.2	40.45	47.80	58.63
6	Leave Wages on Sl. No.1 (with PF & ESI) (Wage per day x 18 / 312) + 12/ 100(wage per day x 18/312) + 3.25/100 (wage per day x 18/312)	40.47	47.61	57.29
7	Wages for Public Holidays on Sl. No. 1 (Wage per day x 10 / 312)	19.51	22.95	27.61
8	**TOTAL**	**808.08**	**950.80**	**1,145.12**

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ANNEXURE – V

Ref: OS/FA/2026-28/87/64 **Date: 17.10.2026**

Sub: Tender for entering framework agreement for various Industrial operations to be carried out at Works Engineering and Guest House Departments of BHEL-HPVP, Visakhapatnam for a period of two years (24 Months) - Reg.

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the **Terms and Conditions** of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

Signature of the Tenderer with Company Seal

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ANNEXURE- VI

Ref: OS/FA/2026-28/87/64 **Date: 17.10.2026**

CONTRACTOR INFORMATION

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor / Partnership / Pvt. Ltd. / Public Ltd.) **Note:** In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract / dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
10.	HSN / SAC Code	
11	MSE Status – Please put tick (✔) mark in the box whichever are applicable	Micro: ☐ Small: ☐ General: ☐ OBC: ☐ SC: ☐ ST: ☐ Woman: ☐
12	TReDs Option for MSMEs Please put tick (✔) mark in the box whichever are applicable	RXIL: ☐ MI xchange: ☐ Invoicemart: ☐ KReDX: ☐ C2FO: ☐

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ANNEXURE- VII

Ref: OS/FA/2026-28/87/64 **Date: 17.10.2026**

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
1.	Name of the Contractor		
2.	Tender Document Signed & Stamped		
3.	EMD		
4.	PF Registration Certificate		
5.	ESI Registration Certificate		
6.	GSTIN Registration Certificate		
7.	PAN Number		
8.	Income Tax Returns		
9.	P & L account and Balance Sheet certified by the Practicing Chartered Accountant		
10.	Bank Solvency		
11.	Labour License		
12.	ISO- 9001: 2015 Certificate		
13.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
14.	UDYAM Registration Document		
15.	Integrity Pact		
16.	Notarized Non-Blacklisting / Non-Debarment Affidavit		
17.	Local office address proof at Visakhapatnam / **undertaking**		

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ANNEXURE - VIII

Ref: OS/FA/2026-28/87/64

Date: 17.10.2026

PART – II

(PRICE BID)

Sub: Tender for entering framework agreement for various Industrial operations to be carried out at Works Engineering and Guest House Departments of BHEL-HPVP, Visakhapatnam for a period of two years (24 Months) - Reg.

SCHEDULE OF QUANTITY & RATES (SOQR)

Table-A : Operations

Sl. No	Unit	Type of Skill Required	Qty for two years (24 Months)	Minimum Labour wages as on 01.04.2026 considered for Rate per operation in ₹	Value in ₹
1	Operations	**Un-Skilled (USW)**	13800	808.08	1,11,51,504.00
2	Operations	**Semi-Skilled (SSW)**	7176	950.80	68,22,940.80
3	Operations	**Skilled (SW)**	14352	1145.12	1,64,34,762.24
5	**Total Value of Operations**				**3,44,09,207.04**
6	**Service Charge in _____ % on Total Value of Operations**				

Note:
a) Engaging required manpower of suitable skill for 8Hrs per day will be considered as one operation
b) **Offers less than 3.26% Service Charge will be liable for rejection.**

I	**Total Value of Operations including Service Charge (TABLE-A, Sl. No. 5+6)**	

Table -B : Uniform and Safety Appliances as per NIT standard

Sl. No	Description	Unit	Qty for two years	Rate	Value
1	Uniforms	No. of Pairs	**256**		
2	Safety Shoes	No. of Pairs	**128**		
3	Socks	No of pairs	**256**		
II	**Total Amount for Uniform and Safety Appliances- Table-B (Items should be in line with standard mentioned in Annexure-II, Clause: 21)**				
III	**Total Value of Contract {I (Table-A) + II (Table-B)}** **This amount is to be entered in the Price Bid of the GeP-NIC portal.**				
IV	**GST @18% on Total Value at (III)**				
V	**Total Value of Contract including GST (III +IV)**				

NOTE:

1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
2) The quantity indicated above in the schedule is indicative only and may increase/ decrease but total value of contract will not exceed the awarded value, unless otherwise order is amended. However, payment shall be made for the actual quantity executed only.
3) The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The present rate of minimum wages is enclosed at **Annexure – IV**
4) **The Buyer (BHEL) shall reimburse the differential wage amount to the Contractor in accordance with the Price Variation Clause (PVC), subject to submission of satisfactory documentary evidence of payment.**
5) **The quoted service charge in % shall be fixed & firm without any escalation during the entire period of contract and till completion of the work. Service charge will be paid at actual operations executed and Upon due certification of Engineer In- Charge of respective department.**
6) The rate quoted **shall be exclusive of GST as applicable**. However, GST as applicable shall be paid by the contractor and same shall be reimbursed on submission of proof of payment along with the bill as per Annexure - GST.
7) **L1 shall be evaluated based on total quoted price at Sl. No: III of SOQR.**
8) **L1 SELECTION in case of Multiple L1:**

   Case 1: Multiple L1 bidders are MSE and Non-MSE, then Priority will be given to MSE party.

   Case 2: All Multiple L1 bidders are MSE parties, then following priority will be followed for ranking

   i) MSE- SC/ST -Women
   ii) MSE- SC/ST
   iii) MSE-Women
   iv) MSE-General

   Note: In case multiple L1 bidders fall under any one of the same categories (i to iv), the ranking shall be determined based on the highest turnover (e.g. Highest turnover will be L1).

   EXAMPLE: Three bidders from MSE-SC/ST category emerged as L1 bidders: The ranking among such bidders shall be assigned in ascending order considering their turnover (Highest turnover will be L1).

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ANNEXURE – NEFT

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above-mentioned Bank account. I / We also agree that payments made to the above-mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ _____ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place: Bank Manager / Officer
Date: Signature with Bank stamp and Name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal
Operating the contract / Services

ANNEXURE- GST

GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per P0, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/ contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor 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 as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance.

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BHARAT HEAVY ELECTRICALS LIMITED
UNIT- HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012
(A Govt. of India Enterprise)

MANDATE FORM

OPTION TO RECEIVE E-PAYMENT THROUGH NEFT & RTGS.

1. NAME : **BHARAT HEAVY ELECTRICALS LTD (HPVP)**
2. ADDRESS : NATHAYYAPALE, VISAKHAPATNAM
3. PARTICULARS OF BANK ACCOUNT

   a) BANK NAME : STATE BANK OF INDIA
   b) BRANCH NAME : BHPV BRANCH
   c) BRANCH ADDRESS : BHPV POST, VISAKHAPATNAM
   d) IFSC CODE : **SBIN0001675**
   e) ACCOUNT NUMBER ; **33362109398**
   f) E-MAIL ID FOR RECEIVING SYSTEM GENERATED PAYMENT ADVICE : vivaan@bhel.in

I hereby further declare that particulars furnished above are correct.

FOR **BHARAT HEAVY ELECTRICALS LIMITED**

Vivaan Mohanty
(Authorised Signatory)

Bank Certification

This is to certify that the particulars furnished at Point (3), above are correct and complete as per our records.

22/02/26

Seal & Signature of Authorised Bank Official

HACHIT KUMAR
Chief Manager
PF No. 4462930 SS No: AK3100
SBI BHPV Br.-01675

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भारतीय स्टेट बैंक
State Bank Of India

(01675) - BHPV , VISAKHAPATNAM
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ANDHRA PRADESH 530012
Tel: 891-2547477 IFS Code : SBIN0001675

केवल 3 महीने के लिए वैध / VALID FOR 3 MONTHS ONLY

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PAY YOUR SELVES.

को या उनके आदेश पर OR ORDER

रुपये RUPEES ONE LAKH FORTY TWO THOUSAND EIGHT HUNDRED AND SIXTY FOUR ONLY

अदा करें ₹ 1,42,864/-

17-10-2022

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VALID UPTO ₹ 50 LAKH AT NON-HOME BRANCH FOR NON-CASH TRANSACTION ONLY

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CC ACCOUNT

PREFIX: 1515800003

Vivaan Mohanty

BHARAT HEAVY ELECTRICALS LTD BHEL HPVP-V

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

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Total			

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 (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

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 Suspension 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 a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

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 on receipt of any complaint by them from the bidder(s).

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 /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 role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.

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.

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. 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. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.

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For & On behalf of the Principal	For & On behalf of the Bidder/ Contractor
(Office Seal)	(Office Seal)
Place _____	
Date _____	
Witness:_____	Witness:_____
(Name & Address) _____	(Name & Address) _____
_____	_____

टी. चिरंजीवी/T. CHIRANJEEVI
उप महाप्रबंधक(पी.एम.जी)एवं ओ एस
Dy.Gen.Manager (PMG)&OS
बीएचईएल, एचपीवीपी/BHEL-HPVP,
विशाखपट्टणम/VISAKHAPATNAM-530 012

D.GOWRI SANKAR
Sr.Manager (OS)
Bharat Heavy Electricals Ltd.
HPVP, VSP-530 012