



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Page 1 of 27

Ref: PSER:SCT:KGN-S2116: 8712

Date: 17-09-2021

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through E-Procurement Portal <https://eprocurebhel.co.in> only for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
1.0	TENDER NO	PSER:SCT:KGN-S2116:21.
2.0	NAME OF JOB	Watch and ward services at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar.
3.0	DETAILS OF TENDER DOCUMENT	
3.1	Volume-I	General conditions of contract - Applicable.
3.2	Volume-IB	General conditions of contract (service) - Not applicable.
3.3	Volume-IC	Special conditions of contract (supply) – Not applicable.
3.4	Volume-ID	Special conditions of contract (service) – Applicable (clubbed with Volume-II).
3.5	Volume-IE	Not applicable.
3.6	Volume-II	Technical Specifications & Special Condition of Contract - Applicable (clubbed with Volume-ID)
3.7	Volume-III	Price schedule, Rev-00 - Applicable.
4.0	ISSUE OF TENDER DOCUMENTS	This is an E-tender floated online through our E-Procurement Site https://eprocurebhel.co.in . Start date of the tender: 17-09-2021.
5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 08-10-2021, Time: 13-00 Hrs. IST The bidder should respond by submitting their offer online in our e-Procurement platform at https://eprocurebhel.co.in only. Offers are invited in two-parts only. Hard copy bid or bids through email/fax shall not be accepted.
6.0	OPENING OF TENDER	Date:08-10-2021. 4 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender.
7.0	EMD AMOUNT	Rs. 2,01,860/- Applicable.(Exemption allowed only for MSE vendors in line with clause no 26.0 of NIT)
8.0	COST OF TENDER	Not Applicable
9.0	LAST DATE FOR SEEKING CLARIFICATION	Date:24-09-2021 Along with soft version also, addressing to undersigned & to others as per contact address given below

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398236

10.0	SCHEDULE OF Pre Bid Discussion (PBD)	Date: 27-09-2021, Time: 14=00 Hrs. Pre Bid meeting shall be conducted through Video Conferencing. Interested bidders may join through below mentioned link: - PSER SCT VC ROOM -01 on Lifesize. Join the meeting: https://call.lifesizecloud.com/6531535 Passcode: 0202# Other ways to call: https://call.lifesize.com/otherways/6531535
11.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS: Not Applicable.
12.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) ; CPP portal & E-Procurement Site https://eprocurebhel.co.in only. Bidders to keep themselves updated with all such information.
13.0	EVALUATION CURRENCY	Percentage (INR)

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly digitally signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For Electronic Fund Transfer, please refer RTGS details of BHEL available in Volume-I (Forms).
For other details please refer General Conditions of Contract.
Bidders may please be noted that "OEMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no 7.0 under clause no 1.0 of NIT.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl. no.	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. (To be attached in relevant Attachment section)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be attached in relevant Attachment section) Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached in relevant attachment section of the e -procurement portal . It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	

	b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. (To be attached in relevant Attachment section)	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT (To be attached in relevant Attachment section)	
vii.	Notice inviting Tender (NIT) (To be attached in relevant Attachment section)	
viii.	Volume – I : General Conditions of Contract (GCC) (To be attached in relevant Attachment section)	
ix.	Volume – II : Technical specification along with Special conditions of contract (To be attached in relevant Attachment section)	
x.	Volume–III – (UNPRICED – without disclosing rates/price/percentage, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. (To be attached in Unpriced Bid Attachment section)	
xi.	Any other details preferred by bidder with proper indexing. (To be attached in relevant Attachment section)	

PART-I B	EMD/ COST OF TENDER - (To be submitted offline within due date of offer submission)	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)-)-Not Applicable for this tender.	

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

SPECIAL NOTE:

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) **All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** BHEL shall not be responsible for any missing documents.
- 6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 7.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 8.0 Since the job shall be executed at site, bidder must visit site/work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 10.0 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 11.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 13.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (11.0) of 1.0 above.**
- 14.0 The Bidder has to satisfy the Pre Qualifying Requirements (as applicable) stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

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- 15.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, **price bid (Volume-III) uploaded in E-Procurement Site <https://eprocurebhel.co.in> will be opened.**
- 16.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) or specified otherwise in the tender.
- 17.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 18.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 19.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 20.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 21.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
- 'Stand alone' bidder cannot become a 'prime bidder' or a 'consortium bidder' in a consortium bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 22.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 23.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 24.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com).

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

a) Commitment by BHEL:

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

b) Commitment by Bidder/ Supplier/ Contractor:

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

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

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

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

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

26.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. 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 the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

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

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

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

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

28.0 Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-I. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.

29.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.

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- 30.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 31.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.
- 32.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.
- 33.0 **Integrity Pact (IP) – NOT APPLICABLE FOR THIS TENDER.**

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

Sl No	IEM	Email
NOT APPLICABLE FOR THIS TENDER		

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

Note:

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

Details of contact person(s):

Name	Anupriya Mundu/ Malini Mandal	Sandipan Biswas
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8236/ 8229	033-2339 8226
Email	anupriya.mundu@bhel.in/ malini@bhel.in	bsandipan@bhel.in
FAX	033-2321 1960	033-2321 1960

- 34.0 For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

- 35.0 Bidders are requested to submit their best price as per latest price schedule of the tender.
- 36.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 37.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.
All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.
- 38.0 **Compliance to Restrictions under Rule 144 (xi) of GFR 2017**
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

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

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

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

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

- 40.0 GeMAR and PTS ID: GEM/GARPTS/16092021/TISS0PMLGC7A
(Note: Successful bidder(s) to be registered on GeM Portal as GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).)

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

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

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

- 42.0 Order of precedence

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

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid-(VOL-III)
- Technical Specifications & Special Condition of Contract (TS & SCC)-VOL- ID & II.
- General conditions of contract (GCC)-VOL-I.

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

for BHARAT HEAVY ELECTRICALS LTD.

Dy Mgr (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8236/ 8229/ 8000
	FAX no	033-23211960

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)	
POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091	
फैक्स/Fax : (033) 23211960	फ़ोन/Phone : बोर्ड/EPABX : 232111691/ 23398231

	E-mail	anupriya.mundu@bhel.in / malini@bhel.in / bsandipan@bhel.in
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Enclosure

01. Annexure-1: Pre Qualification Criteria.
02. Annexure-2: Format for No Deviation Certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure-6- Declaration reg. Related Firms & their areas of Activities
06. Annexure -A – Amendment to GCC.
07. Annexure -B- Terms & conditions of Reverse Auction.
08. Annexure –C- CA certificate Format.
09. Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act.
10. Annexure-E- Statewise GST Registration nos.
11. Annexure-F- Bankruptcy/ Liquidation Undertaking
12. Annexure– CPP-GST/I.
13. Form-1 (Format for local content)
14. Form-3 (Declaration related to GFR)
15. Other Tender documents as per this NIT.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 232111691/ 23398231

ANNEXURE-1**PRE-QUALIFICATION CRITERIA**

JOB	WATCH AND WARD SERVICES AT 4X210 MW STAGE-I & 3X500 MW STAGE-II NTPC KAHALGAON STPS, BIHAR.
TENDER NO.	PSER:SCT:KGN-S2116:21

Sl. No.	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER INR 30.28 LAKH DURING THREE CONSECUTIVE FINANCIAL YEARS 2017-18, 2018-19 AND 2019-20 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE CONSECUTIVE FINANCIAL YEARS 2017-18, 2018-19 AND 2019-20. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR THE ABOVE MENTIONED FINANCIAL YEARS, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THE THREE CONSECUTIVE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
2.0	THE BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E. WATCH AND WORD SERVICES / SECURITY SERVICES) AT LEADING PSU'S/STATE GOVERNMENTS/CENTRAL GOVERNMENTS/REPUTED COMPANIES IN THE LAST 07 YEARS ENDING ON THE LATEST DUE DATE OF SUBMISSION OF OFFER IN LINE WITH THE ABOVE.
3.0	THE AGENCY SHOULD HAVE VALID LICENSE UNDER PRIVATE SECURITY AGENCIES (REGULATION) RULES, 2005" TO ENGANGE IN THE BUSINESS OF PRIVATE SECURITY AGENCY IN THAT STATE GOVERNMENT JURISDICTION. AGENCY SHALL SUBMIT THE COPY OF LICENSE AS PROOF ALONGWITH THE BID.
4.0	BIDDER SHOULD HAVE VALID PAN.
5.0	CONSORTIUM/JV BIDDING NOT ALLOWED.
NOTE:	RELEVANT SUPPORTING DOCUMENTS FOR THE ALL ABOVE REQUIREMENTS MUST BE SUBMITTED.

Note: Credentials submitted by the bidder against "PRE QUALIFICATION CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

ANNEXURE - 2**FORMAT FOR NO DEVIATION CERTIFICATE**
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Watch and ward services at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar.	
Ref	1.0	Tender no PSER:SCT:KGN-S2116:21.
	2.0	BHEL's NIT, vide reference no PSER:SCT:KGN-S2116:8712 Date:17-09-2021
	3.0	All other pertinent issues till date.

Dear Sirs,

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

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

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

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

Thanking you,

Yours faithfully,

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

ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

JOB	Watch and ward services at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar.
TENDER NO	PSER:SCT:KGN-S2116:21.

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

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ANNEXURE - 4**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO
21	Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR (Undertaking to be enclosed if not applicable)	Applicable/Not Applicable	YES/NO

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

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE-6**DECLARATION**

Date: _____

To: _____
Address: BHEL, _____

email: _____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____
Supplier Code: _____
Address: _____

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Annexure –AAmendment to GCC**1. Clause no. 1.7.1, 1.7.3.1 & 1.7.3.5 of GCC shall be read as below:**Cl. No. 1.7.1:-

Upon acceptance of Tender, the successful Tenderer should deposit 3% of the contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. Bidder agrees to submit this Security Deposit required for execution of the contract as per manner specified in the contract within the time period mentioned in clause 1.7.3.5.

Cl. No. 1.7.3.1:-

The balance amount to make up the required Security Deposit of 3% 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 Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- d) 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)
- e) 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)
- f) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

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

Cl. No. 1.7.3.5:-

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

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

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

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

2.

(I)	New clauses have been introduced under Volume-I-GCC superseding all pertinent clauses of risk and cost
1.1	Risk and cost may be invoked in any of the following cases: - i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution. - ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. - iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor. - iv). Termination of Contract on account of any other reason (s) attributable to Contractor. - v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. - vi). Non-compliance to any contractual condition or any other default attributable to Contractor. <u>Risk & Cost Amount against Balance Work:</u> Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). * Balance scope of work/ supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

	Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount. <u>LD against delay in executed work/ supply in case of Termination of Contract:</u> LD against delay in executed work/ supply shall be calculated in line with the relevant LD clause(s) 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/ supply till termination of contract. Method for calculation of "LD against delay in executed supply 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/supply till the time of termination of contract = X iii). Let the Total Executable Value of work/supply for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y iv). Delay in executed work/supply attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$ v). LD shall be calculated in line with LD clause of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.
1.2	<u>Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor</u> Following sequence shall be applicable for recoveries from contractor: a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: Dues payable to contractor against other contracts in the same Region shall be considered for recovery. If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor. In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

Annexure -B**Terms & Conditions of Reverse Auction**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 2. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.
 3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
 4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
 5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
 8. Reverse auction will be conducted on scheduled date & time.
 9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
 11. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
 12. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA will be scrapped/ aborted.
 13. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII Order, 2017, irrespective of the number of bidders qualifying techno-commercially.
- In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

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Annexure -C**Certificate by Chartered Accountant on letter head**

(applicable upto 31st December 2021 in line with MSME notification no. S.O. 2347(E), dated 16th June'2021 and S.O. 2119(E), dated 26th June'2020)

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

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
RsLacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED Act, 2006**:
RsLacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (Udyam, registered under Udyam Registration Portal): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of RsLacs for Micro / Small/ Medium (*Strike off which is not applicable*) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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फोन/Phone : बोर्ड/EPABX : 232111691/ 23398231

Annexure –D**Specific Clause w.r.t. BOCW Act & Cess Act**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फैक्स/Fax : (033) 23211960

फ़ोन/Phone : बोर्ड/EPABX : 23211691/ 23398231

11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

ANNEXURE-E**Statewise GST Registration nos.**

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23211691/ 23398231

ANNEXURE-F**UNDERTAKING**

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

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

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

Place:

Date:

Annexure- CPP-GST/I**Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ <i>Udyam Registration No.</i> / Ancillary unit/project affected person of this company/SSI/ other}	
Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फ़ोन/Phone : बोर्ड/EPABX : 232111691/ 23398231

Form-1 (Format for local content)

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020
AND SUBSEQUENT ORDER(S)**
(To be submitted in the bidder's letter head)

To,

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

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

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,
Yours faithfully,

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

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फ़ोन/Phone : बोर्ड/EPABX : 232111691/ 23398231

FORM – 3**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017***(To be submitted in the bidder's letter head)*

To,

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

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**Ref :** 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फ़ोन/Phone : बोर्ड/EPABX : 232111691/ 23398231

TENDER NO: PSER:SCT:KGN-S2116:21

VOLUME -ID & II

**SPECIAL CONDITIONS OF CONTRACT AND TECHNICAL
SPECIFICATION**

FOR

**WATCH AND WARD SERVICES AT 4X210 MW STAGE-I & 3X500 MW
STAGE-II NTPC KAHALGAON STPS, BIHAR**

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

POWER SECTOR – EASTERN REGION

PLOT NO. – 9 / 1, DJ – BLOCK,

SECTOR – II, KARUNAMOYEE,

SALT LAKE CITY,

KOLKATA – 700091.

TENDER NO – PSER:SCT:KGN-S2116:21		
VOLUME- II (TS&SCC)	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT	PAGE 1 OF 13

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1.0	<u>NAME OF THE WORK</u> “Watch and ward services at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar”
2.0	<u>SCOPE OF WORK</u>
2.1	The scope of work of watch and ward services shall include:
2.1.1	Round the clock protection of the assets and work force of BHEL by deploying security personnel i.e. Security Guards (Skilled Worker) and Security Supervisor (Highly Skilled Worker) on eight-hour duty basis, upto three shifts per post and General Shift at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar within the geographical jurisdiction of Bihar state.
2.1.2	To prevent theft, burglary, trespassing and presumption of any untoward incidents etc. in and around BHEL Material Store Yards, Site Office and any other areas in the interest of BHEL in concerned Project Site(s).
2.1.3	Handling and maintenance of security gadgets, if any.
2.1.4	Providing and ensuring use of Uniform, liveries and all other materials required for the purpose.
2.1.5	Checking all the incoming and outgoing vehicles, vendors, regular workers, visitors, agencies, contract workers, materials etc. and maintaining records thereof.
2.1.6	Providing assistance in case of strikes, riots and Labour unrest, emergencies, community functions, sports & games, protection to employees of BHEL and its property in the event of theft, wilful damages and sabotages etc.
2.1.7	Complying with the formalities required under the Law and lodging FIR with the Police in case of loss of any item by theft or pilferage.
2.1.8	Regulation of authorized entries and restriction of unauthorized entries (personnel & vehicle), issuing Identity Cards / access cards to contract personnel, vendors, visitors etc.
2.1.9	Collecting intelligence information and taking appropriate steps to prevent untoward incidents and informing the management promptly about it.
2.1.10	Implementation of traffic rules / safety & environment rules / protecting trees etc. from falling in project sites.
2.1.11	Maintaining and keeping of records related to the scope of work as per requirement / instructions of Officer In-charge of BHEL or Construction Manager.
2.1.12	Checking of RR/LR /LWB/GR/Delivery Challan / Lorry Advice Slip (LAS), Material Receipt Certificate (MRC) and Store Receipt Voucher (SRV) while consignment being unloaded in BHEL Material Stores / Yards and Requisition cum Issue Voucher (RIV) and Gate Passes while materials being issued to Sub contractors.
2.1.13	Providing Services of additional security personnel during emergency, if required.
2.1.14	Deployment of necessary security personnel including supervisor(s).
2.1.15	Round the clock deployment of industrially intelligent professional and watch & ward staff to protect company’s assets and employees.
2.1.16	Collecting intelligence information in advance to take adequate precautions for prevention.
2.1.17	Surveillance and monitoring of CCTV and handling of electronic gate access devices (if inducted).
2.1.18	Any other job assigned by BHEL for safety and security of company’s asset and workforce (within the city).

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VOLUME- II (TS&SCC)	TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT					PAGE 2 OF 13	
2.1.19	Hoisting and lowering of BHEL FLAG as per the scheduled Dawn and Dusk time						
3.0	Deployment of Security Personnel / Manpower Requirement :						
3.1	Vital installations / Security Posts for smooth functioning and discharging the scope of work will be decided by Construction Manager of the concerned Project Site.						
3.2	Tentative Deployment plan of Security Guards and Security Supervisors will as per followings:						
3.2.1	Tentative Deployment plan of Security Guards shall be as per followings:						
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)	
	i)	Office Gate		1	1	1	
	ii)	Open Storage area/Semi-closed/Closed sherd		3	3	3	
	iii)	BHEL Field Hostel / BHEL Guest House/Residential accommodation		1	1	1	
	TOTAL			5	5	5	
3.2.2	Deployment plan of Security Supervisors						
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)	
	vi)	BHEL Site Office & Patrolling	1	-	-	-	
3.3	The above strength are peak period strength and there will be lesser nos. at the beginning and at the end of the project and the requirement shall be reviewed by BHEL taking into account the changed conditions from time to time. However, the variation is subject to approval of the Competent Authority of BHEL. Payment shall be made on prorata basis depending on the actual deployment of personnel on duty.						
3.3.1	For any future requirement of deployment of security personnel for any other site(s) in the same jurisdiction of the appropriate Govt and PSARA license scope of the bidder, BHEL may ask the Bidder to deploy security personnel on the same rates, terms and conditions. Bidder would be required to provide security service as per BHEL requirement in this regard.						
3.4	However, Bidder’s scope is not only to provide manpower but also to discharge all requirements as per scope of the contract.						
3.5	ELIGIBILITY OF THE SECURITY PERSONNEL						
3.6.1	The Bidder shall not employ or engage a person as a Supervisor or a Security Guard unless he fulfils the conditions specified in The Private Security Agencies (Regulation) Act, 2005 and as per that State PSARA/ Rules.						
3.6.2	Height: 160 cm (Relaxation of 5 cm in case of Scheduled tribe) Chest: 80 cm with an expansion of 4 cm						

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	Weight: As per Standard table of height & weight Normal vision: 6/6 standard
3.6.3	Security personnel should be free from Knock Knee and Flat foot, free from any hearing defect, colour blindness, hypertension and also free from any contagious disease.
3.6.4	Age of Security Personnel: - 18 Years to 65 Years.
3.6.5	All the employees engaged by the Bidder must obtain health certificate in the prescribed format at their own cost from any Medical practitioner/Officer that they are free from all contagious diseases & have good health standard to perform the duty.
3.7	The educational qualification of the Security Supervisor should be preferably not less than 10+2 standard/equivalent. It is desirable that Security Supervisor should be able to Speak, Read and Write Hindi, English and Language of the State.
3.8	The security personnel engaged by the Bidder should not be under influence of liquor and other addiction while on duty.
3.9	No security personnel shall be allowed to perform their duty with improper uniform, Safety Shoes and Helmet at Project Sites.
3.10	The Bidder will have to reshuffle its personnel periodically to obviate collusion on receipt of complaint from BHEL.
3.11	If any security person is disobedient or mischievous, the Bidder will replace the said security personnel immediately.
3.12	Security Guards on Leave or absent for any unforeseen reason, replacement to be at once made by Bidder without hampering the duty. No extra payment would be made by BHEL.
3.13	The Bidder shall ensure the Security Personnel deployed are his own employees and they are not borrowed from other Bidder on deputation or attachment. Bidder shall, therefore, furnish a certificate to this effect including a copy of appointment letters issued to them.
3.14	The Bidder shall be fully responsible for his workers / personnel with regards to terms of employment and non-employment of service. BHEL shall not be held responsible in any manner whatsoever in respect of workers engaged by the Bidder for carrying out the job at project sites of BHEL in the state.
3.15	The Bidder shall furnish a copy of list of workers proposed to be deploy under the contract with details like name, father's name, date of Birth, educational qualification, two identifying body marks, full residential address (present and permanent), experience, one passport size photograph, PF No. with UAN No. and ESI Number. The Bidder may also be required to submit Police verification or antecedents certificate in respect of persons proposed to be deployed under the contract.
4.0	Other Terms and Conditions :
4.1	Bidder shall organize regular PT, Drill, Parade and Roll Call of security personnel at least twice a week deployed at BHEL Site office to improve discipline and maintain their fitness. A trainer for this purpose to be deputed by the agency on regular interval for conducting training and performance / fitness test of security personnel and a report sheet to the effect is submitted to BHEL.
4.2	BHEL Flag Hoisting/ Lowering: In the BHEL Sites, BHEL flag is being hoisted from Dawn to Dusk every day. Bidder should ensure the hoisting and lowering of BHEL FLAG as per the scheduled time. Month wise Dawn and Dusk timing should be provided by the Bidder in consultation with BHEL.
4.3	The Bidder shall ensure optimum participation of his security personnel in the FLAG HOISTING ceremony on 1st January (BHEL Day), 26th January (Republic Day) and 15 August (Independence

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	Day) or any other official occasions at BHEL sites.
4.6	BHEL shall not take any liability for any claim by any security personnel to be absorbed or regularized in the services of the Company. It is reiterated that there is no employer-employee relationship either with the Bidder or with Bidder's employees or with the Bidder's organization. This is a contract and BHEL have no connection directly or indirectly or even remotely with Bidder's employees or with Bidder's organization. This is only a business transaction.
4.7	If any loss or theft occurs due to negligence of duty of the security personnel authenticated by a joint enquiry, the Bidder will compensate the loss.
4.8	<u>SUPERVISION OF THE CONTRACT</u>
4.8.1	The Bidder shall engage experienced Security Supervisor(s) (Highly Skilled worker) as per deployment plan as indicated in clause 3.2 (as applicable) . They should be able to take all decisions regarding deployment of staffs, liaison with law and order authorities, effective control over theft and burglary inside the BHEL Sites and Field Hostel / Residential complex and all other properties of BHEL. The Security Supervisor(s) should be well connected through mobile phone.
4.8.2	Apart from supervision of work of Security Guards and Patrolling, the Bidder's Security Supervisors are required to look after routine administrative functions of the Bidder such as duty deployment, submission of post wise daily attendance statement, bill processing, coordination with BHEL and other outside agencies and for discharging required administrative assignments as desired by the BHEL from time to time.
4.8.3	The Bidder shall take all necessary safety precautions for his workmen working during any hour of the day and shall be responsible for any first aid / emergency treatment for his employees / workmen.
4.8.4	In the event of any damage occurring to any work / property of BHEL on account of malicious act due to negligence on part of the Bidder / their worker, the Bidder shall reconstruct / repair and make good any such damaged work at their own cost to the full satisfaction of the Officer-in-charge.
4.8.5	The Bidder shall be held responsible for any loss to BHEL property due to negligence in duty by the security personnel authenticated by a joint enquiry. The cost of materials shall be held up / recovered from running bill of the bidder, if found necessary.
4.9	<u>HEALTH, SAFETY AND ENVIRONMENT:</u>
4.9.1	The Bidder will ensure that the security personnel do not indulge in any unsafe and hazardous practice. They will ensure that his labour uses safety equipment such as shoes, goggles, masks etc. where use of such equipment is required in day-to-day operations. They will ensure that safety measures as recommended and stipulated in the Safety Rules of BHEL are strictly followed. Also general guidelines to protect environment shall be strictly adhered to. The Bidder must obtain health certificate of security personnel at his own cost from any registered Medical Practitioner / Officer that they are free from all contagious diseases and have good health standard to perform their duties.
4.10	<u>WORKMEN COMPENSATION:</u>
4.10.1	The Bidder shall ensure all his employee through ESI policy for discharge of this liability and submit a copy thereof to BHEL. If the area is not covered under ESI, suitable Workman Policy /Group Accidental Policy should be obtained and submit a copy thereof to BHEL. Cost of such Workman Policy /Group Accidental Policy shall be reimbursed by BHEL limited to prorate ESI cost.

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4.11	<u>EMPLOYMENT OF PERSONS ENGAGED UNDER THE CONTRACT:</u>
4.11.1	The Bidder will employ such persons for discharging the obligations under the contract, who have educational qualifications, age (18 years to 65 years), experience and medical standards as per mutually agreed specifications. The Bidder will employ required number of competent and qualified supervisors to supervise and control his personnel, to take attendance of his employee, to disburse wages and to do such things as are necessary to maintain discipline among his staffs. The Bidder will have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen.
4.11.2	The Bidder will comply with the provisions of relevant Acts and rules in respect of Working hours, Holidays, Rest, intervals, spread over, Leave and Over-time for his employee. All payments, as due and admissible under the law in this respect will be his sole responsibility.
4.11.3	The Bidder shall provide full particulars of each employee employed by him from time to time in a Performa to be provided to him by BHEL. The Bidder shall endorse a copy of all returns furnished by him to the Labour Department under the Contract Labor (Regulation and Abolition) Act and other Labour Laws through shramsuvidha portal or other similar portal of appropriate government.
5.0	<u>FACILITIES TO BE PROVIDED BY THE BIDDER TO THE SECURITY PERSONNEL AT HIS OWN COST:</u>
5.1	Uniform consisting of two pants, two shirts, Belt, Cap, Whistle, Rain Coat (in Rainy season), Woolen Pull over (in Winter season), Safety Shoe, Safety Helmet, other required Personal Protective Equipment, Laminated Identity Card, Badge, Lan Yard, Socks-02 Pairs, 1 no. Lathi (Uniform to be supplied to each security personnel during the contract period on two yearly basis) Recovery/adjustment of wage towards the cost of uniform should not to be made by bidder from their engaged workmen under any circumstance.
5.2	Liability on account of deployment of Security Personnel as per clause 3.2. towards payment of Wages/Salaries including uniform, to and fro Travelling cost, if any. Bidder should ensure payment of minimum wages and extending statutory benefits under (i) Employees' Provident Funds and Miscellaneous Provision Act, 1952, (ii) Employees' State Insurance Act, 1948 and allied statutes to Security Guards (Semi Skilled Worker) and Security Supervisor (Highly Skilled Worker).
5.3	Security Supervisor on patrolling will be in touch with various security posts and put his signature as a proof of checking the post.
5.4	3-cell torch light with cell to all the security posts. Cost of cells as and when required shall be borne by the Bidder.
5.5	Security Flood light should also be provided by the Bidders and should be available with Security Supervisor(s). Cost of maintenance of light and cells as and when required shall be borne by the Bidder.
5.6	Paper stationary required for maintain of statutory record etc. shall be borne by the Bidder.
5.7	COVID 19 protection Face Mask is mandatory to wear while on duty and liquid soap as per requirement for all posts must be issued by the vendor.
6.0	<u>TERMS OF PAYMENT :</u>
6.1	The job will be measured in terms of manday. MANDAY is defined as 'An industrial unit of production equal to the work one person can produce in a day'. A certificate from the Officer / Engineer In-charge concerned should be obtained for job measurement for the purpose of

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	release of payment. Payment will be made on monthly basis for services in terms of mandays provided during the month.		
6.2	“Manday” under this contract shall mean eight-hour duty on any shift (General, A-Shift, B-Shift, C-Shift) on any day.		
6.3	Payment shall be made per manday comprising of pay elements shown in 6.5 below. The Bidder, in turn, shall ensure payment of security personnel deployed during any wage month.		
6.4	Rate of Minimum Wages will be decided based on the Appropriate Government in respect of the Client of Project Site for schedule employment under Minimum Wages Act, 1948. Change is to be effected from time to time based on notification in this regard issued by Appropriate Government. In case decrease in Minimum Wages due to decrease in VDA, the higher minimum wages last paid shall be protected.		
6.5	The following pay elements shall be payable per duty (08 Hrs) to Security Guards deployed as per deployment plan as indicated in clause 3.2 by the Bidder and shall be reimbursed by BHEL :		
	Sl. No.	Description / Elements	Security Guards (Skilled worker) Security Supervisor (Highly Skilled worker) #
	(a)	MINIMUM WAGE INCL VDA (As per appropriate Govt minimum wage rate and its upward revision time to time)	As applicable As applicable
	(b)	PF @12%, EDLI @0.5% and Admin Charge @0.5% on sl.no. 6.5.(a)	As applicable As applicable
	(c)	ESI @ 3.25% on sl.no. 6.5.(a) # #	As applicable As applicable
	(d)	Bonus	@ 8.33% on Sl. 6.5 (a)
	(e)	Service Charges applicable on sl.no. 6.5.(a) ,(b), (c) & (d)	As per agreed rate
	(f)	Reimbursement of retrenchment Benefit @ 4.81% (without Service Charge on sl.no. 6.5 (a)	Total nos working months X last three months average minimum wage as per sl.no. 6.5.(a) X @ 4.81%
	# Security supervisor wage rate if not found from appropriate minimum wage circular then same would be derived from the minimum wage as applicable for HSW in Construction or maintenance of roads worker.		
	# # where ESI facility is not available then Cost of Workman Policy /Group Accidental Policy such taken will be reimbursed by BHEL whichever is lesser basis with respect to prorated ESI cost (Refer Clause no. 4.10.1).		
6.5.1	Prorate cost structure for any future deployment would be accommodated within the scope of Volume-II-TS&SCC clause no.3.3.1.		
6.6	The Bidder, at his own finance, must make payment of wages / other allowances / Statutory Benefits under various statutes to the Security personnel as per deployment plan as indicated in clause 3.2 (as applicable). BHEL shall make reimbursement to the Bidder towards payment of wages / other allowances / Statutory Benefits under various statutes made to security personnel so deployed under this contract.		
6.7	Reimbursement of employers’ liabilities towards payment of Contributions and Administrative Charges under (i) Employees’ State Insurance Act, 1948 and (ii) Employees’ Provident Funds and		

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	Miscellaneous Provision Act, 1952 will be made at actual on applicable rates under relevant statutes. The current rate of (i) Employer’s Contribution towards under Employees’ State Insurance Act, 1948 is 3.25 % of the wages payable and (ii) Employer’s Contribution and Administrative Charges thereof under the Employees’ Provident Funds and Miscellaneous Provision Act, 1952 are @12%, for Provident Fund, @0.5% Admin Charges on Provident Fund & 0.5% on Employees Deposit Linked Insurance respectively. Calculation for the purpose of Contributions/Administrative Charges towards Employees Provident Fund shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5(a)] Calculation for the purpose of Contributions/Administrative Charges towards Employees’ State Insurance shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5 (a)]																														
6.8	Reimbursement of Overtime so paid to the Security Guards deployed as per deployment plan on National Holidays i.e. Republic Day [26 th January], Independence Day [15 th August] and Gandhi Jayanti [02 nd October]. Rate will be double the minimum wage rate of 6.5.(a)																														
6.9	The Bidder has to arrange his own finance for carrying out the job including other financial obligations involved in arrangement of payment to his workmen, Uniform, all tools and tackles during the tenure of this contract. No mobilisation advance shall be paid to the Bidder by BHEL under this contract.																														
6.10	The first monthly / running bill only be released on submission of copy of PF & ESI showing the number / name of the persons insured under the policy along with other requisite documents																														
6.11	In case of revision of minimum wages by Appropriate Govt., escalation on the wage cost to the extent of percentage increase applicable for security guards shall be paid.																														
6.12	Full and Final Payment (Retrenchment) shall be reimbursed to Contractor, if a security personnel is engaged for more than 240 days in a year as per 25(F) of ID Act, 1947																														
6.13	Bill(s) in duplicate shall be submitted to the Officer-in-charge, BHEL Kahalgaon site within 10 days of subsequent month. The monthly bill shall be submitted along with checklist duly filled in. The Checklist shall be as under: <table><tr><th>Sl No.</th><th>Description</th><th>Status of Submission</th><th>Remarks</th></tr><tr><td>(i)</td><td>Tax Invoice</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(ii)</td><td>Copy of Attendance Sheet/Master Roll</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(iii)</td><td>Copy of Wage Sheet</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(iv)</td><td>Copy of Receipt copy of advice to Bank for Disbursement /Remittance of Wages</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(v)</td><td>Copy of EPF Challan and ECR and Form 36 B</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(vi)</td><td>Copy of ESI Challan & Details of contribution sheet</td><td>Submitted / Not Submitted</td><td></td></tr></table>			Sl No.	Description	Status of Submission	Remarks	(i)	Tax Invoice	Submitted / Not Submitted		(ii)	Copy of Attendance Sheet/Master Roll	Submitted / Not Submitted		(iii)	Copy of Wage Sheet	Submitted / Not Submitted		(iv)	Copy of Receipt copy of advice to Bank for Disbursement /Remittance of Wages	Submitted / Not Submitted		(v)	Copy of EPF Challan and ECR and Form 36 B	Submitted / Not Submitted		(vi)	Copy of ESI Challan & Details of contribution sheet	Submitted / Not Submitted	
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	(vii)	Copy of Professional Tax Challan	Submitted / Not Submitted	
	(viii)	Copy of GST Compliance Challan	Submitted / Not Submitted	
	(ix)	Copy of Deployment Roster /Chart	Submitted / Not Submitted	
6.14	Bidder shall comply with all statutory obligations. In case of violation the next bill shall be withheld till compliance.			
6.15	Bidder should make wage payment by 7 th of every month following which error free bill must be submitted to BHEL after completion of all statutory compliance by Bidder within 2 nd week of every month. Labour discontentment arising due to nonpayment of wage by the bidder shall attract penalty against the Bidder.			
6.16	The Bidder is required to furnish necessary details in mandate form for payment.			
6.17	The successful bidder shall mobilize adequate resource for payment of wages and other statutory dues for payment under various Acts. No mobilization advance will be paid to the Bidder by BHEL under this contract.			
6.18	BHEL shall deduct / recover the loss due to negligence of the service from the monthly bills and other dues of the Bidder. Such recovery shall be limited to 10% of the bill value.			
6.19	Before the expiry of contract the Bidder shall furnish a specific Indemnity Bond to indemnify BHEL any liability under the provision of EPF Act, ESI Act, ID Act, MW Act, WC Act & HSE policy of BHEL and recovery of loss due to theft and damages.			
6.20	Bidder is required to submit the summary of statutory information in a routine manner & as and when it is being demanded by BHEL for compliance.			
6.21	The contract price shall be inclusive of all applicable taxes, duties & levies etc but exclusive GST. The payment shall be made in Indian currency only by Account Payee cheque /RTGS. Payment will be made on monthly basis and it will be released within 60 (Sixty) days after receipt of bill.			
6.22	GST on the services provided by the Bidder (Security Service Provider) will be made by BHEL as per Notification No. 29/2018- Central Tax (Rate), New Delhi dated 31/12/2018 through Revise Charge Mechanism.			
7.0	<u>TAXES AND DUTIES</u>			
7.1	All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements			
7.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.			
7.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.			
7.4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.			
7.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.			
7.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.			

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7.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
7.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
7.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
7.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
7.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
7.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - “I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.
7.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
7.7.5	You shall comply with all statutory amendment/notifications in this respect.
7.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the ‘Bill To’ details shall encompass following. BHEL GSTN – 10AAACB4146P1ZU. PAN of BHEL-AAACB4146P Name - BHARAT HEAVY ELECTRICALS LIMITED Address - BHEL SITE OFFICE, Old BMD Office-NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214
7.9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
7.10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
7.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
7.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
7.13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.

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7.14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your 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 the successful bidder along with interest levied / leviable on BHEL
7.15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
7.16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
7.17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.
8.0	SECURITY DEPOSIT
8.1	The total amount of Security Deposit will be 3% of the contract value. Other terms related to Security Deposit shall be as per GCC.
9.0	<u>MISCELLANEOUS:</u>
9.1	The Bidder shall obtain a License from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act / Inter-State Migrant Workmen Act. The Bidder shall be responsible for the identity, conduct, integrity of his workers and ensure that they do not indulge in any activity subversive of discipline or anti-national in nature
9.2	The Bidder shall require coordinating and maintaining close liaison with the client, local police and local administration. Bidder shall lodge FIR with police authorities on detection of any untoward incident / theft or any act against security and safety of BHEL Office or personnel.
9.3	The Bidder shall organize regular Drill and Roll Call of security personnel at least twice a week deployed at Project site to improve discipline and maintain their fitness.
9.4	In case the security personnel deployed by the Bidder go on strike, agitation or remain absent or remain inactive in any manner not conducive to company's interest, the Bidder shall promptly replace them by effective and efficient persons.
9.5	Bidder's security personnel shall not engage themselves, directly or indirectly, in any commercial activity or employment over and above their employment with the Bidder.
9.6	The Bidder shall ensure that the security personnel observe code of conduct and discipline expected of a security force.
9.7	Deployment of minimum number of man days of security personnel as specified in the scope of work.
9.8	Rotation / transfer of staff routinely.
9.9	Provide the required amenities like uniform, lathi, whistle, cap etc. within seven days of deployment of your personnel

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9.10	Provide three cell torchlight with cell as and when required.
10.0	<u>PENALTY:</u>
10.1	If any loss or theft occurs due to negligence of duty of security personnel authenticated by a joint enquiry, the Bidder will compensate the loss so incurred by BHEL.
10.2	If any post is kept vacant / not manned as required to be manned under this contract and no prior consent has been taken from BHEL by the Bidder, a penalty of 200% [Two Hundred Percent] of pay element at 6.5 (a) shall be levied and deducted from the very next bill submitted by the Bidder.
10.3	BHEL is empowered to hold or deduct the amount from Bidder's bill for its non-performance or part performance with regard to any deficiency or negligence in security operation, indiscipline / disobedience of any nature by any of its personnel, theft / loss of BHEL's property or failure of the Bidder to discharge obligations under the terms and conditions of contract agreement.
10.4	In case of violation of clauses/non-performance / continuous poor performance / abandonment of work, the contract shall be terminated and the work shall be continued by any other means at Bidder's risk and cost. In this case security deposit of the Bidder shall be forfeited.
10.5	Bidder will provide the required Uniform, failing which the same shall be provided by BHEL & an amount of 150% (one hundred & fifty percent) of the cost of the said materials shall be recovered from their bills.
10.6	Payment to the security personnel as per the payment of wages Act. Failure to do so or repetition of such default for more than three times shall lead to termination of the contract.
10.7	The total penalty during the contract period shall not exceed 10% of total contract value.
11.0	<u>TERMINATION OF CONTRACT:</u>
11.1	The contract shall be terminated on the following considerations, without notice:
11.2	If the Bidder is found guilty by court of law and the offence involves moral turpitude.
11.3	If the Bidder indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
11.4	If the Bidder is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
11.5	If the Bidder is found to have substituted or damaged or disposed off material or document from any employee of the company.
11.6	If the Bidder is found to have obtained, by questionable means, copies of any document from any employee of the company.
11.7	If the Bidder has submitted, for getting the contract, any fake or false documents or certificates.
11.8	If the Bidder, persistently and in spite of warnings, is violating or circumventing the provisions of Labour Laws.
11.9	If the Bidder, persistently refuses to return company's dues.
11.10	If the Bidder indulges in anti-management activity of any kind.
11.11	If the Bidder fails to provide desired quality and quantum of services or violates any Clause of the contract or provision of law as applicable to him or his workmen/works.
11.12	Non-performance / continuous poor performance / abandonment of work / statutory noncompliance by the Bidder.
11.13	The contract may be terminated by BHEL giving one month's notice if the performance of the Bidder fail to meet the requirements specified in the conditions.
12.0	<u>DISPUTE SETTLEMENT:.</u>

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12.1	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreements is reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made therein under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL, PSER, Kolkata. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award.		
12.2	<u>JURISDICTION OF COURT:</u> Appropriate Court at Barasat under the Calcutta High Court, Kolkata shall have exclusive jurisdiction over all matters related to this contract.		
13.0	<u>OTHER POINTS</u>		
13.1	The Bidder shall abide by the provisions of Employee’s Compensation Act, 1923, Employees’ State Insurance Act, 1948, Industrial Dispute Act & Rules, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous Provisions Act-1952, Minimum Wages Act-1948 and Rules made and payment of wages Act-1936 and Rules and The Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007. BHEL will not be held responsible for any injury sustained by Bidders’ worker while on duty. In the event of any injury/accidental death of the employee on duty, the Bidder will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by BHEL. In case of failure to pay the compensation as decided by the competent authority as per Employee’s Compensation Act, the Officer-in-charge will deduct necessary amount from any outstanding bill of the Bidder and deposit the same with competent authority.		
13.2	The Bidder shall submit photocopy of the payment sheet/ muster roll of every month during second week of subsequent month.		
13.3	The Bidder shall have to maintain all statutory records as required under the Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017, Contract Labour Regulation and Abolition Act, Payment of Wages Act, Minimum Wages Act etc. The statutory returns shall be submitted to appropriate authorities as required under the Act and Rule. The records should be kept within the work premises and must be made available on demand before BHEL / Concerned statutory authorities.		
13.4	The Bidder shall obtain license from Assistant Labour Commissioner under Contract Labour (R&A) Act. He shall not be allowed to carry out the job without valid contract Labour license/ Inter State migrant license and is required to produce the above license before commencement of the job		
13.5	Notwithstanding with any other Clause of tender document, Bidder’s performance may be reviewed from time to time.		
13.6	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC.		
14.0	CONTACT PERIOD AND TENTATIVE MANDAYS ENGAGEMENT		
14.1	The Time Period of contract shall be as per followings from actual date of commencement of work.		
	Tentative Mandays during Contract Period		Proposed Contract Period
	Guards	Supervisors	
	11738	912	30 months
14.2	Successful bidder shall start the work as per instruction from Construction Manager, Kahalgaon site after placement of LOI.		

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14.3	BHEL reserves the right to extend the contract period, if need arises, on mutual agreement on the same rate, terms and conditions.
14.4	BHEL reserves the right to short close the contract period, if need arises, by giving 01 (one) month notice to bidder.
15.0	Evaluation and Awarding Terms
15.1	Evaluation shall be done on quoted percentage value in the Price Schedule Volume –III (Latest Revision)

TENDER NO: PSER:SCT:KGN-S2116:21

VOLUME -I

GENERAL CONDITIONS OF CONTRACT

FOR

**WATCH AND WARD SERVICES AT 4X210 MW STAGE-I & 3X500 MW
STAGE-II NTPC KAHALGAON STPS, BIHAR**

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

POWER SECTOR – EASTERN REGION

PLOT NO. – 9 / 1, DJ – BLOCK,

SECTOR – II, KARUNAMOYEE,

SALT LAKE CITY,

KOLKATA – 700091.

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
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SECTION – I
GENERAL INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
1.1	NOTICE
1.1.1	Sealed tenders complete in all respects shall be submitted, duly superscribing the tender document No. and name of work, to the OFFICER INVITING TENDER within specified date and time.
1.1.2	Bharat Heavy Electricals Ltd., take no responsibility for any delay, loss or non receipt of tender document sent by post and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
1.2	PROCEDURE FOR SUBMISSION OF SEALED TENDERS
1.2.1	The tenderer must submit their tenders as required in three parts in separates sealed covers prominently superscribed as Part – I “TECHNO – COMMERCIAL BID”, Part – II “PRICE BID” and Part – III “EMD” and also indicating on each of the covers the tender specification number and due date and time. All the three sealed envelopes shall be enclosed in a third envelop superscribing tender specification No. and due date and time on the top.
1.2.2	No deviation from the tender specifications shall be acceptable to BHEL. For this purpose the tenderers shall confirm their unqualified acceptance of the terms and conditions in the technical bid, and that the rate quoted are in accordance with the tender specification by giving a written undertaking to that effect as per the enclosed format. This certificate shall be kept outside the techno-commercial bid during submission. TENDERS NOT COMPLYING WITH THE ABOVE MAY BE REJECTED.
1.2.2.1	PART – I (TECHNO – COMMERCIAL BID) – Cover I. All schedules, data sheets & details, reference of EMD (without disclosing amount) and Volume-I & Volume-II (signing on all the pages) shall be enclosed in Part-I, TECHNO–COMMERCIAL BID.
1.2.2.2	PART-II (PRICE BID) – Cover II All indications of price as per rate schedule (Volume III) alongwith Volume III (signing on all the pages) shall be submitted in this Part II, PRICE BID.
1.2.2.3	PART-III (EMD) – Cover III This cover should contain only Earnest Money deposit (EMD) for the specification.
1.2.3	Tenders submitted by post shall be sent ‘REGISTERED POST/ COURIER’ and shall be posted with the due allowance for any postal/courier delay. Tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.
1.2.4	Tenders shall be opened by officers of BHEL at his office at the specified time and date in the presence of such of those, tenderers or their authorized representatives who may be present (in case of Manual Tenders). Such representatives shall have to bring with them an authorization letter during the opening of price bids. BHEL reserves the right to go ahead with opening of the Tender even in case of no representative is present on the specified date and time. For e-tenders, bidders may mark their presence online through provisions available in e-procurement portal.
1.2.5	The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer.
1.2.6	Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge. The tenderer may get aware about weather conditions, contingencies & other circumstances which may influence or affect their tender prices. Invariable of inspection by the tenderer, the tenderer shall be considered deemed acquainted with all site conditions such as rain patterns, hazardous conditions, soil patterns, local factors etc. Tenderer to have satisfied himself in all respect before quoting his rates and no claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

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1.2.7	Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification, comprising of Volume I, Volume II and Volume III must be SIGNED, STAMPED AND SUBMITTED ALONGWITH THE OFFER by the tenderer in token acceptance thereof. (For E-Tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading on the e-procurement portal.) The information furnished shall be complete by itself.
1.2.8	The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole rupees. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
1.2.9	All entries in the tender shall either be typed or be in ink. Erasing and over writing are not permitted and may render such tender liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
1.3	QUALIFICATION OF TENDERERS
	Only tenderers who have been previously qualified in the work of this nature and description detailed in this tender specification and have other resources and expected to quote for this work.
1.3	DATA AND DOCUMENTS TO BE ENCLOSED
1.3.1	Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.
1.3.2	Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.
1.3.3	In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed. In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
1.3.4	Prescribed Earnest Money Deposit.
1.3.5	Previous experience
	A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.
1.3.6	Organization chart
1.3.6.1	The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.
1.3.6.2	A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.
1.3.6.3	Audited Balance Sheet and Profit & Loss A/c of last three years.
1.3.7	Banker's Certificate
	A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.
1.3.8	Income Tax / Sales Tax Certificate
1.3.8.1	A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
1.3.8.2	A written declaration indicating that no deviation from the tender specification has been taken.
1.3.8.3	In addition to above, other particulars, required in various annexure shall be furnished.
1.3.9	EARNEST MONEY DEPOSIT (EMD)
1.3.9.1	Every tender must be accompanied by the prescribed amount of Earnest Money Deposit as indicated in the tender enquiry letter, in any of the following forms. (All securities are to be discharged and pledged in favour of BHEL).
1.3.9.2	The EMD is to be paid only in the following forms:

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	(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) (along with offer). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.3.9.2 (a) to (d) and the remaining amount over and above Rs. Two Lakhs 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.
1.3.9.3	Deleted
1.3.9.4	Deleted
1.3.9.5	Tenders received without earnest money in full in the manner prescribed above are liable to be rejected.
1.3.9.6	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 at least 50% of the Security Deposit.
1.3.9.7	In the case of unsuccessful tenderers, the Earnest Money shall be refunded normally within fifteen days of award of work.
1.3.9.8	BHEL reserves the right of forfeiture of earnest money deposit in case the tenderer:
1.3.9.8.1	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.
1.3.9.8.2	The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ 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" and forfeited/ released based on the action as determined under these guidelines.
1.3.9.9	EMD shall not carry any interest.
1.4	AUTHORISATION AND ATTESTATION Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted alongwith the tenders.
1.5	VALIDITY OF OFFER The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the date of submission of latest offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.
1.6	EXECUTION OF CONTRACT The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.
1.7	SECURITY DEPOSIT (SD)
1.7.1	Upon acceptance of tender, the successful tenderer within the time specified in the letter of intent must deposit the 5% of the contract value as security deposit for satisfactory completion of work and shall not commence work under the contract before remitting security deposit except as directed by BHEL.
1.7.2	Deleted
1.7.3	The Security deposit may be deposited in any of the following form:
1.7.3.1	The balance amount to make up the required Security Deposit of 5% of the contract value

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	may be accepted in the following forms: - Cash (as permissible under the extant Income Tax Act) - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats. - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) - Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL) - Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above. Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith
1.7.3.2	Deleted
1.7.3.3	Deleted
1.7.3.4	Deleted
1.7.3.5	The security Deposit should be furnished before start of the work by the contractor. Note: In case of small value contracts not exceeding Rs. 20 lakhs, 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.
1.7.3.6	Deleted
1.7.3.7	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him. 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 competent authorities.
1.7.3.8	Regarding adjustment of Earnest Money deposit towards part of Security Deposit, refer clause under EMD above.
1.7.3.9	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.
1.7.3.10	If any parts of security deposit of the contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Kolkata in such a manner the BHEL can realize it fully without reference to the contractor. BHEL shall not be responsible for any depreciation in the value of the security while in BHEL's custody or for any loss of interest thereon.
1.7.3.11	BHEL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL) or in the event of termination of contract as per terms and conditions of contract. BHEL reserve the right to set off these security deposit, against any claims of any other contract with BHEL.
1.7.3.12	The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + Guarantee Period + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.
1.7.4	Return of Security Deposit
1.7.4.1	Security Deposit shall be released to the contractor upon fulfillment of contractual obligations

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	as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.
1.7.4.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
1.8	REJECTION OF TENDER AND OTHER CONDITIONS
1.8.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
1.8.1.1	To reject any or all of the tender.
1.8.1.2	To split up the work amongst two or more tenderers.
1.8.1.3	To award the work in part.
1.8.1.4	Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
1.8.2	Conditions and unwitnesses tenderers, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
1.8.3	If a tenderer expires after his submission of the tenders 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 the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
1.8.4	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They 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.
1.8.5	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 Earnest Money / Security Deposit.
1.8.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
1.8.7	Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith the Officer, failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
1.8.8	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
1.8.9	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope alongwith the techno-commercial bid superscribed the word "undertaking for NO DEVIATION".
1.9	INTIMATION OF CHANGE OF NAME/RE-CONSTITUTION 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. Further, the new entity has to intimate BHEL in writing that they will honor all the earlier commitments in respect of the subject contract.

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SECTION – II
GENERAL TERMS AND CONDITIONS OF CONTRACT

CLAUSE NO	DESCRIPTION
2.1	DEFINITION The following terms and expression shall have the meaning hereby assigned to them excepting where the context otherwise requires :-
2.1.1	'BHEL' shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, with its Registered office at 'BHEL HOUSE', SIRI FORT, NEW DELHI – 110 049. Power Sector, Eastern Region, Kolkata – 700 001 or its administrative officers or its site engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
2.1.2	EXECUTIVE DIRECTOR or GENERAL MANAGER (In-charge) or GENERAL MANAGER shall mean the officer in administrative charge of BHEL, Power Sector, Eastern Region or their other regional offices.
2.1.3	'ENGINEER' OR 'ENGINEER IN CHARGE' shall mean engineer deputed by BHEL. The term includes 'SITE ENGINEER' , 'RESIDENT ENGINEER' and 'ASSISTANT SITE ENGINEER' of BHEL at the site as well as the officers in charge at Kolkata Office.
2.1.4	'SITE' shall mean the place or places at which the plants / equipment are to be erected and services are to be performed as per the specification of this contract.
2.1.5	'CLIENTS OF BHEL' or CUSTOMER' shall mean the Project authorities to whom BHEL is supplying the equipment.
2.1.6	'CONTRACTOR' shall mean the individual firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
2.1.7	'CONTRACTOR' or 'CONTRACT DOCUMENT' shall mean and includes the agreement of work order, the accepted appendices or rates, schedule or quantities, if any and general conditions of contract, the special conditions of contract, instructions to the tenders, the drawing, the specification, the special specifications if any, the tender documents and the letter of intent / accepting letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in this agreement.
2.1.8	'GENERAL CONDITION OF CONTRACT' shall mean the instruction to Tenderers and general conditions of contract pertaining to the work detailed.
2.1.9	'TENDER SPECIFICATION' shall mean the specific condition, technical specifications, appendices, site information and drawings pertaining to the work in which the tenderers are required to submit their offers. Also this will include the specifications covered under specifications detailed in NIT of client of BHEL for erection, testing and commissioning of plant. Individual specification No. will be assigned to each tender specification.
2.1.10	'TENDER DOCUMENTS' shall mean the general condition of contract and tender specification.
2.1.11	'LETTER/TELEX OF INTENT (LOI/TOI)' shall mean the intimation to the tenderer that the tender has been accepted in accordance with provision contained in it. The responsibility of the contractor commences from the date of issue of this letter and all the terms and condition of contract are applicable from this date.
2.1.12	'COMPLETION TIME' shall mean the period by date specified in the acceptance of the tender for handing over of the erected equipment/plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the contract.
2.1.13	'PLANT' shall mean the connote the entire assembly of the plant and equipment covered by the contract.
2.1.14	'EQUIPMENT' shall mean all equipment, machinery, materials, structurals, electricals and other components of the plant covered by the contract.
2.1.15	'TESTS' shall mean and includes such test 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's work or part thereof.
2.1.16	'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by BHEL.
2.1.17	'WORK or CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumable, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.

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2.1.18	'SINGULAR AND PLURAL ETC' works carrying singular number shall also include plural and vice-versa where the context so require. Words importing the masculine gender shall be taken to include any company or association or body of individuals whether incorporated or not.
2.1.19	'HEADINGS'. The headings in these general conditions are solely for the purposes of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
2.1.20	'MONTH' shall mean Calendar month.
2.1.21	'WRITTING' shall include any manuscript type written or printed statement under the signature or seal as the case may be.
2.2	LAW GOVERNING THE CONTRACT AND COURT JURISDICTION. The contract shall be governed by the law for the time being in force in the Republic of India. Subject to Clause 2.14.1.1 of this Contract, the Civil Court having original Civil Jurisdiction at Kolkata for PSER, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
2.3	ISSUE OF NOTICE The contractor shall furnish to the BHEL Engineer name, designation and address of his authorized agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to address either of the contractor or of his representative and shall be deemed to have been so given in case of posting on the day on which they would have reached such address in ordinary course of post or on which they were so delivered of /or left.
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 the written permission of BHEL.
2.5	COMMENCEMENT OF WORK
2.5.1	The contractor shall commence the works within the time indicated in the letter / talex of intent from BHEL and shall proceed with same with due expedition without delay.
2.5.2	If the successful tenderer fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and / or Security Deposit with BHEL will stand forfeited without any further reference to him, without prejudice to any and all of BHEL's rights and remedies in this regard.
2.5.3	All the works shall be carried out under the direction and satisfaction of BHEL.
2.5.4	The erected / constructed plant or work performed under the contract shall be taken over when it has been completed in all respects and / or satisfactorily put into operation at site.
2.6	MODE OF PAYMENT & MEASUREMENT OF THE WORK COMPLETE All payments due to the contractor shall be paid by ' Account Payee Cheques'.
2.6.1	For progress running bill payment: 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 letter of intent. The basis of arriving at the quantities / weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be entered in measurement book and signed by both the parties.
2.6.2	These measurement sheets will be checked by BHEL engineers 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 in the parties.
2.6.3	Based on the above quantity, contractor shall prepare the bills in prescribed proforma and work out the financial value. These will be entered in M. Book and signed by both the parties and paid for duly effecting recoveries due.
2.6.4	All recoveries due from the contractor for the month/period shall be effected in full from this corresponding running bills unless specific approval from the competent authorities is obtained otherwise.
2.6.5	Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this contract.
2.6.6	The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the contractor.
2.6.8	If, at any time due to any reason whatsoever, it becomes necessary to measure the work done in full, or in part, the expenses towards such re-measurements shall be borne by the contractor.

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2.6.9	Passing of measurement as per bills does not amount to acceptance of the completion of the work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.
2.6.10	Final measure bill shall be prepared in the final bill proforma prescribed for the purpose based on the certificate issued by BHEL Engineer that entire work as stipulated in the tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified “NO DUE” and no demand certificate. All the tools and tackles loaned to him would be returned by the contractor in satisfactory condition to BHEL. Quantities / weights erected shall be prepared and paid, within a reasonable time after completion of work. After payment of final bill only guarantee obligation percentage shall remain unpaid which shall be released in accordance with terms of specification. The final bill quantities and financial value shall also be entered in measurement book and signed by both the parties to the contract.
2.7	RIGHTS OF BHEL
2.7.1	BHEL reserve the following rights in respect of this contract without entitling the subcontractor for any compensation.
2.7.2	To get the work done through other agency at the risk and cost of the contractor, in the event of Contractor's poor progress or inability to progress the work for completion as stipulated in the contract, poor quality of the work etc and to recover compensation for such losses from contractor including BHEL's supervision charges and overheads from security deposit/other dues.
2.7.3	To withdraw any portion of work and /or to restrict alter the quantum of works as indicated in the contractors during the progress of erection and get it done through other agency and/or by departmental labour to suit BHEL's commitment to its customer or in case BHEL decides to advance in date of completion due to other emergency reason/BHEL's obligation to its customer. In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.
2.7.4	To terminate the contract after due notice and forfeit security deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of followings:
2.7.5	Contractor's continued poor progress brought to his notice from time to time.
2.7.6	Withdrawal form or abandonment of the work before completion of the work.
2.7.7	Corrupt act of contractor.
2.7.8	Insolvency of the contractor.
2.7.9	Persistent disregard to the instructions in writing of BHEL.
2.7.10	Assignment, transfer, sub-letting of the contract without BHEL's written permission.
2.7.11	Non-fulfillment of any contractual obligations.
2.7.11.1	Any delay in completion of works / or non – achievement of periodical targets due to reasons attributable to the contractor, the same will 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.
2.7.11.2	To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.
2.7.11.3	To Claim compensation for losses sustained including BHEL's supervision charges and overheads in completion on termination of contract and/or to impose penalty for delay in completion of the work, at the rate of ½ % (half percent) of the contract value per week of delay or part thereof subject to a ceiling of 10% (ten percent) of the contract value.
2.7.11.4	To terminate the Contract or to restrict the quantum of the work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.
2.7.11.5	To effect recovery from any amounts due to the contractor under this or any other contract etc., in any other form, the money BHEL is forced to pay to anybody, due to contractor's failure to fulfil any of his obligations.
2.7.11.6	While every endeavour will be made by BHEL, they cannot guarantee uninterrupted work due to conditions beyond their control. Contractor will not be entitled for any compensation / extra payment in this account.
2.7.11.7	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

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2.8	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS OF EMPLOYMENT OF WORKERS ETC.
2.8.1	The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes etc.
2.8.2	As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
2.8.3	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 religions and other customs.
2.8.4	The contractor shall comply with all state and central laws, statutory rules, regulations etc. such as:
2.8.5	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 Act, 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 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. 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	The contractor's quoted price shall be inclusive of all taxes, fees, licence charges, deposits, duties, royalty commission or other charges towards this contract applicable at the time of submission of latest offer. However, in case Sales Tax on Works Contract, Turn Over Tax and Excise Duty are levied subsequently, the same will be considered for reimbursement by BHEL on production of documentary evidence (assessment order) towards same. The contractor have to obtain clearance / acceptance in writing from BHEL before making such payment.
2.8.7	While BHEL could pay the inspection fees, of the Boiler Inspectorate, all other arrangements for the visits periodically by Boiler Inspector to site, inspection certificates etc. will have to be made by the contractor.
2.8.8	The 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 the contract.
2.8.9	The contractor shall fulfil all his obligations in respect of accommodation including proper medical facilities for the personnel employed by him.
2.8.10	The contractor shall be responsible for proper behaviour at site and observance of all regulations by the staff employed by him.
2.8.11	The contractor shall ensure that no damage is caused to any personnel property of other parties working at site. If any, such damage is caused, it is the responsibility of the contractor to make good the losses or compensate for the same.
2.8.12	All the properties / equipment / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL/their client. 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 the site engineers, will be recovered from the contractor.
2.8.13	It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL, however, depending upon the

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	availability, BHEL's customer's handling equipment and other plants may be made available to the contractor on payment of the Hire charge as fixed, subject to the conditions laid down by BHEL /customer from time to time. Unless paid in advance such hire charges, if applicable shall be recovered from contractor's bill / security deposit in ONE instalment.
2.8.14	The contractor shall not claim any compensation of the scope of work, due to change in design which curtails the quantum.
2.8.15	The contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / construction / performing work under the contract.
2.8.16	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.
2.8.17	The contractor shall keep the area of works clean and shall remove 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 place to be specified by the BHEL Engineer. The contractor will also demolish all the hutments, sheds, offices, constructed and used by him and shall clean the debris. In the case of his failure to do so, the same will be arranged to be removed by the BHEL Engineer. The expenses therefore, will be recovered from contractor.
2.8.18	The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
2.8.19	All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exemption. The contractor shall be responsible for the safety of the equipment material and work to be performed by him and shall maintain all light, fencing, guards, signs etc., or other protection necessary for the purpose. Contractor shall also take such additional precaution as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and 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 the work under this contract.
2.8.20	The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc as per prescribed standards and practices.
2.8.21	The contractor will be directly responsible for payment of wages to his workman. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representatives should be furnished to BHEL site office for record purpose. 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.
2.8.22	The intent of specification is to provide services according to most modern and proven techniques and codes. The omission of specific preference to any method, equipment of materials necessary for the proper and efficient performance of work shall not relieve the contractor of responsibility of providing much facilities to complete the work.
2.8.23	In case of any class of the 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.
2.8.24	No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
2.8.25	The detailed drawings, specifications, instruction manual, if any, available with the BHEL Engineer will form part of tender specification. These documents will be made available for reference only to the contractor during execution of work.
2.8.26	Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on contractor.
2.8.27	No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause at any time.
2.8.28	It is possible that some minor repair / rectification / modification may be needed on the equipment to be erected / constructed / work to be performed under this specification, for reasons not attributable to the contractor. All such repair / rectification / modification work which can be done with the available facilities at site shall be carried out by the contractor free of cost and no extra charges shall be paid to the contractor, unless stated otherwise elsewhere.

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2.8.29	The quality and progress of work will be regularly reviewed. The schedule and programme of work will be given to the contractor in advance and it will be the obligation of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more than one shift without any extra cost. Workman found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
2.8.30	During the erection / construction/performing work under the contract, it is very essential that proper and adequate inspection should be made constantly to maintain the quality of workmanship so that any deviation from design dimension does not exceed permissible limits. The proper function of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the subassemblies, engineer may be consulted.
2.8.31	The contractor shall furnish daily labour report showing by classification of number of employees engaged in the various categories of work date wise and a progress report of work as required by BHEL Engineer.
2.8.32	The contractor shall execute the work in the most substantial and workmen like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be responsible to ensure that the assembly and workmanship confirm to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineer.
2.8.33	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 /their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notices shall be displayed where access to any part may be deemed to be unsafe and hazardous.
2.8.34	It will be the responsibility of the contractor to ensure safe lifting of the equipment taking due precautions to avoid any accidents and damage to other equipments and personnel.
2.8.35	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: Rs. 10,00,000/- (Rs. Ten Lakh). ii. In the event of other permanent disability: Rs.7,00,000/- (Rs. 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.
2.8.36	Contractor shall be fully responsible for 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.
2.9	CONSEQUENCES OF CANCELLATION
2.9.1	Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under the clause 2.7 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site engineer which is final and conclusive) being less than the contract cost the advantage shall

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	accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered in addition to the forfeiture of security deposit and recovery of liquidated damage as per relevant clauses.
2.9.2	In case BHEL completes the work under the provisions of this condition, cost of such completion to be taken into account in determining excess cost to be charged to the contract under this condition, shall consist of materials purchased and/or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.
2.10	INSURANCE
2.10.1	BHEL/ their customer shall arrange for insurance the materials / properties of BHEL /customer covering the risks during transit storage, erection and commissioning.
2.10.2	It is the sole responsibility of the contractor to issue the workmen against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulation 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.
2.10.3	If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to other person/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities.
2.10.4	If due to contractors carelessness, negligence or non-observance of safety precaution damage to BHEL's / customer's property and personnel should occur, and if BHEL is unable to recover, in full cost from the Insurance Company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours, of occurrence alongwith engineer's report. In the event of loss /theft of BHEL's customer's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with local police authorities and furnish the details of FIR and engineer's investigation report about loss / theft within 48 hours of occurrence . This is for the purpose of lodging insurance claim. If BHEL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
2.11	STRIKE AND LOCKOUTS The contractor will be fully responsible for all the disputes and others issues connected with his labour. In the event of the contractor's labour resorting to strike or the lock-out declared is not settled within a period of one month, BHEL shall have the right to get the erection work executed employing its own labour or through any other agencies or both at the risk and cost of contractor under Clause 2.7. For all purposes whatsoever the employee of the contractor shall not be deemed to be in the employment of BHEL.
2.12	FORCE MAJEURE
2.12.1	"Force Majeure" shall mean circumstance which is: a) beyond a party's control, b) The party could not reasonably have provided against before entering into the contract, c) Having arisen, such party could not reasonably have avoided or overcome, and d) Is not substantially attributable to the other party. Such circumstances include but not limited to i) Exceptionally adverse climatic conditions at the site which are unforeseeable having regard to climate data available or published in the country for the geographical location of the site. ii) War, hostilities (whether war be declared or not), invasion, act of foreign enemies. iii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. iv) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors. v) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors. vi) 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. vii) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
2.12.2	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

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	Majeure event) and (c) economic hardship.
2.12.3	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.
2.12.4	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.
2.12.5	Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) 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.
2.12.6	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, Contractor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.
2.13	GUARANTEE Even though the work will be carried under supervision of BHEL engineers, contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of 12 months from the date of start of guarantee period, as certified by the engineer for good workmanship and shall rectify free of cost all defects due to faulty erection. In case contractor fail to repair the defective works within the time specified by the engineer. BHEL may proceed to undertake the repairs of such defective works at contractor's risk & cost without prejudices to any other rights and recover the same SD/other dues.
2.14	ARBITRATION & CONCILIATION
2.14.1	ARBITRATION:
2.14.1.1	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 2.14.2 herein below 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, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the Power Sector Region issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 60 days of receipt of the complete Notice, the Head of the BHEL Power Sector Region issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Region issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English The Arbitrator shall pass a reasoned award. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.14.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.
2.14.1.2	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)/

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	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. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.
2.14.1.3	The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.
2.14.1.4	Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.
2.14.2	CONCILIATION: If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators. Notes: 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. 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 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC. The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.
2.14.3	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.
2.15	LIMITATION ON LIABILITY Notwithstanding anything to the contrary in this Agreement or the 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 Agreement or the Work Order. The Supplier 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 arising out of Risk and Cost, 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.

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SECTION – III
COMMON CONDITIONS OF CONTRACT

3.1	DRAWING AND DOCUMENTS
3.1.1	The detailed drawings, specification available with BHEL. Engineers will form part of this tender specifications. Those documents will be made available to the contractor during execution of work at site.
3.1.2	One set of necessary drawings to carry out the execution work will be furnished to the contractor by BHEL on loan which shall be returned to BHEL Engineer at site after completion of work. Contractor's personnel shall take care of these documents given to them.
3.1.3	The data furnished in various appendices and the drawings enclosed with this tender specification describes the equipment to be installed, tested and commissioned under this specification briefly. However, the changes in design and in quantity may be expected to occur as is usual in any such large scales of work.
3.1.4	Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before submission of the price bids. BHEL's interpretation in such cases shall be final and binding on the contractor if pointed out at a later date.
3.1.5	Deviation from design dimension should not exceed permissible limit. The contractor shall not correct or alter any dimension /details without specific approval of BHEL.
3.2	SAFETY AND CLEANLINESS
3.2.1	The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a 'SAFETY PLAN' to the authorized BHEL officials. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work.
3.2.2	If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.
3.2.3	During the course of construction, alternations or repairs, scrap lumber with protruding nail, sharp edge etc and all other debris shall be kept cleaned from working areas, passage, ways and stairs in and around site.
3.2.4	Combustible scrap and debris shall be removed at regular intervals during the course of execution. Safe means shall be provided to facilitate such removal. The combustible scrap should be stored in safe place away from the plant materials to avoid fire accidents. The area shall be chosen in consultation with BHEL Engineer and to be cordoned off.
3.2.5	Rigging equipment for material handling shall be inspected prior to use in each shift and as necessary during its use to ensure that it is safe. Defective rigging equipment shall be removed from service.
3.2.6	Rigging equipment shall not be loaded in excess of its recommended safe working load.
3.2.7	Rigging equipment, when not in use, shall be removed from the original work area so as not to present a hazard to employees.
3.2.8	Contractor shall notify the engineer, of his intention to bring on to site any equipment or any container, with liquid or gaseous fuel or other substance which may create a hazard. The Engineer shall have the right to prescribe the condition under which such equipment or container may be handled and used during the performance of the works and the contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction tool and to forbid its use, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained.
3.2.9	Where it is necessary to provide and/or store petroleum products or petroleum mixture and explosives, of the contractor shall be responsible for carrying out such provision / storage in accordance with the rules and regulations laid down in the relevant Petroleum Act, Explosive Act and Petroleum and Carbide Calcium Manual, published by the Chief Inspector of Explosives of India. All such storage shall have prior approval if necessary from the Chief Inspector of Explosives or any other statutory authorities. The contractor shall be responsible for obtaining the same.
3.2.10	Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently.
3.2.11	When cylinders are transported by powered vehicle they shall be secured in a vertical position.

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3.2.11.1	Safety Helmets conforming to IS-2965: 1984.
3.2.11.2	Safety Belts conforming to IS-3521: 1980.
3.2.11.3	Safety Shoes conforming to IS-1989: 1978.
3.2.11.4	Eye and Face protection devices conforming to IS-8520: 1977 & IS-8960: 1978.
3.2.11.5	Hand and Body protection devices conforming to IS-2573: 1975, IS-6994: 1973, IS-8867: 1978 and IS-8519: 1977.
3.2.13	The contractor shall insure his workmen against all accidents and the policy shall be presented to BHEL Engineer on demand. Otherwise, BHEL will arrange the same and the expenditure towards this will be debited to the contractor. In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependants shall be compensated by the contractor as per statutory requirements. However, if considered necessary BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependants before imposing any such penalty. Appropriate enquiry shall be held by BHEL giving opportunity to the contractor for presenting his case. Above safety conditions are not exhaustive but gives an idea for the contractor and the contractor shall adhere to all the safety precaution given by the BHEL Engineer at site.
3.2.14	The contractor shall arrange at his cost suitable lighting arrangements for various levels for safe and proper working operations during night hours at the work spot as well as at the pre-assembly area.
3.2.15	The contractor shall be responsible for provision of all the safety notices and safety equipment as enjoined on him by the application of relevant statutory regulation / provisions and/or as called upon by the BHEL Engineer from time to time. He shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instruction that may endanger safety of men equipment and material.
3.2.16	The contractor shall provide temporary fencing wherever required as safety measure against accident and damage to properties. Suitable caution notices shall be displayed where access to any part is found to be unsafe and hazardous.
3.2.17	Contractor shall ensure safety of all the workmen, material and equipment, either belonging to him or to others working at site.
3.2.18	It will be the responsibility of the contractor to ensure safe lifting of the equipment, taking due precautions to avoid any accident and damage to other equipment and personnel. The T&P and other equipment shall be rested and certificate of fitness obtained before putting them to use.
3.2.19	The contractor shall provide necessary First –Aid facilities for all his employees, representatives and workmen at site. The First –Aid boxes should be placed in various elevations to as to make them available within the reach and at the quickest possible time. The contractor should conduct periodical first aid classes to keep his supervisors and Engineers properly trained for attending to any emergency.
3.2.20	All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire protection duties. Enough number of such trained personnel must be available during the tenure of contract. Contractor should nominate one of his supervisors to co-ordinate and for implementation of the safety measure.
3.2.21	Contractor shall provide enough fire protecting equipment of the types and numbers at his office, temporary structures, labour colony etc. Such fire protection equipment shall be easy and kept open at all times. The fire extinguishers shall be properly refilled and kept ready which should be dried at periodic intervals. The date of charging should be marked on the cylinders. All other fire safety measures as laid down in the "CODES FOR FIRE SAFETY AT CONSTRUCTION SITE" issued by safety department of BHEL shall be followed. Non-compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring, either to his materials or equipment or those of others.
3.2.22	The contractor shall at his cost, remove from vicinity of work all scrap packing materials, rubbish, unused and other materials and deposit them in places specified by BHEL Engineer to keep the work with clean and tidy.
3.2.23	The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts in confined spaces like inside water boxes, turbines casings, condensers etc.
3.2.24	All portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. Only electricians licenced by appropriate statutory

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	authority shall be employed by the contractor to carry out all types of electrical works.
3.2.25	In case of any delay in the completion of a job due to mishaps attributable to lapses by the sub-contractor, BHEL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably.
3.2.26	Valve protection caps shall be in place and secured.
3.2.27	The contractor shall be responsible for the safe storage of his radio-active sources as per BARC rules and regulations.
3.2.28	Tarpaulin being inflammable should not be used. Only non-inflammable covering material shall be used as protective cover while pre-heating, welding, stress relieving at site.
3.2.29	If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instruction regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
3.2.60	If the contractor succeeds in carrying out its job in time without any fatal or disabling injury accident and without any damage to property, BHEL shall favourably consider to reward the contractor suitably for his performance.
3.2.31	The contractor shall carefully follow the safety requirement as per BHEL/their customer's requirement with regard to voltages used for heat treatment job lighting in critical areas.
3.2.32	Contractor shall use only properly insulated and armoured cables which conform to the requirements of Indian Electricity Act and Rules for all wiring for all electrical applications at site. BHEL reserves the right to replace any unsafe electrical installations, wiring, cabling etc at the cost of the contractor.
3.2.33	The contractor shall arrange adequate No. of persons specifically for clearing any debris and for house keeping of the erection area including restacking of components in the erection areas.
3.2.34	In case of any damage to property due to lapses by the contractor BHEL shall have the right to recover the cost of such damages from the contractor after holding an appropriate enquiry.
3.2.35	The contractor shall submit report of all accidents, fires and property damage, dangerous occurrences to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the contractor to the authorized BHEL official from time to time as prescribed.
3.2.36	Before commencing the work, the contractor shall appoint/nominate a responsible person to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
3.3	PROGRESS OF WORK
3.3.1	During the course of execution, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced, or in the opinion of BHEL, if it is found that the skilled workmen like fitters, operators, technicians employed are not sufficient, BHEL will induct required additional workmen to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from contractor's bills.
3.3.2	The contractor shall submit daily, weekly and monthly progress reports, manpower reports, materials reports, consumable reports and other reports considered necessary by the engineer. The manpower report shall clearly indicated the manpower deployed category wise daily, specifying also activities in which they are engaged. The periodicity of the reports will be decided by BHEL Engineer at site.
3.3.3	The progress reports shall indicate the progress achieved against planned with reasons indicating delays if any, and shall also furnish in detail the reasons for the same and shall give remedial action which the contractor intends to take to make good the slippage or lost time, so that further works can proceed as per the original programme and the slippage do not accumulate and affect the overall programme, in a format designed and approved by BHEL site Engineer.
3.3.4	The contractor shall arrange for weekly progress review meeting with the Engineer at site during which actual progress during the vis-a-vis schedule programme shall be discussed for action to be taken for achieving targets. The programme for subsequent week shall also be presented by the contractor for discussions. The contractor shall constantly update/revise his work programme to meet the overall requirement and suit the material availability.

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3.3.5	The contractor shall arrange for submitting 3 sets of coloured progress photographs along with negatives every month to BHEL office. The areas to be photographed will be as per the instructions of BHEL Engineer. The quoted rate shall include this contingency. (Maximum ten different snaps per month). The photographs & negatives will become property of BHEL.
3.3.6	The contractor shall maintain a record in the form as prescribed by BHEL for all operations carried out on each weld and maintain a record indicating the number of welds, the names of welders who welded the same, date and time of start and completion, preheat, temperature, radiographic results, rejections if any, percentage of rejection, etc., and submit copies of the same to the BHEL Engineer as required.
3.4	INSPECTION/QUALITY ASSURANCE/QUALITY CONTROL/ STATUTORY INSPECTION
3.4.1	All equipment piping and accessories covered under this specification shall be subject to stage wise inspection by BHEL/customer engineer.
3.4.2	The contractor has to follow BHEL FQA checklist for erection and welding of various equipment and piping schemes at site.
3.4.3	The protocols between contractor and customer /BHEL shall be made prior to installation for correctness of foundation, material inspection at each stage of installation as per requirement of BHEL/ customer.
3.4.4	Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs and other quality control and quality assurance documentation as per BHEL engineer's instruction is within the scope of the contractor
3.4.5	A daily log book shall be maintained by ever supervisor / engineers or contractor on the job in duplicate (one for BHEL one for contractor) for detailing and incorporating alignment / clearance / levelling readings and inspection details of various equipment. All important measurements shall be recorded in the daily log book with sketches based on drawings indicating readings / measurements actually taken and signed by BHEL /customer's / contractor's representative. Approval given by BHEL for welding, results of various tests shall also be recorded. High pressure welding details like serial number, welder's name, date of welding, details of repair etc, likewise radiography details and heat treatment details shall be recorded.
3.4.6	All the electrical / mechanical and testing instruments, feeler gauge, height gauge, dial gauge, micrometers, spirit levels, surface plates, straight edges, vernier calipers and all other instruments as per the instructions of BHEL Engineer shall be provided by the contractor for checking, levelling, align to centering etc of the erected equipments at various stages.
3.4.7	The contractor shall ensure deployment of valuable and calibrated INSTRUMENT, MEASURING and TEST EQUIPMENTS (IMTE). The IMTEs shall have test / calibration certificates from authorized / Govt. approved/accredited agencies traceable to national / international standards. Retesting / recalibration shall also be arranged by the contractor at their own cost at regular intervals during the period of use as advised by BHEL. The contractor shall also have alternate arrangement of such IMTEs so that work does not suffer when the particular IMTE is sent for calibration. Also if any IMTE found not fit for use, BHEL shall have the right to stop use of such IMTE and instruct the contractor to deploy proper IMTE and recall, i.e. repeat the reading taken by that instrument failing which BHEL may deploy IMTEs and retake the readings at the contractor's cost.
3.4.8	Apart from day to day inspection by BHEL Engineers, stage inspection of equipment under erection and commissioning at various stages by engineers from manufacturing plants and Field Quality Assurance team will be conducted. Contractor shall arrange labours, tools and plants for such inspection free of cost.
3.4.9	Statutory Inspection
3.4.9.1	However, piping system which are under the purview of IBR shall be tested as per the requirement of the IBR. The piping system has to be tested as per the instructions given in the respective drawings, BHEL's decision is final in this regard.
3.4.9.2	The scope includes getting the approval from statutory authorities (like boiler inspector). This includes arranging for inspection visits of Boiler Inspector periodically as per BHEL Engineer's instructions, submitting documents, radiography etc. and following up the matter with them. All fees and expenditure connected with the contractor for testing his welders and testing, calibration of his instruments and equipment arrangement of Boiler Inspector's visit will be paid by the contractor.
3.4.9.3	It will be contractor's responsibility to obtain approval of statutory authorities, wherever applicable for conducting any work which comes under the purview of these authorities.
3.4.9.4	However, BHEL will pay fees for Boiler Inspector's visits in connection with hydraulic test,

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	light inspection fees, registration fees etc. In case these inspections have to be repeated due to the default /fault of contractor and the fees have to be paid again, the contractor shall have to bear the charges.
3.5	TOOLS & PLANTS
3.5.1	All TP's including precision measuring instruments, lifting devices shall have to be arranged by the subcontractor unless otherwise specifically mentioned.
3.5.2	In the event of BHEL issue TP's, measuring instruments etc. the subcontractor and BHEL shall maintain joint protocol as per enclosed annexure about the condition of all T&P, instruments etc taken from BHEL's custody and return to BHEL after use. The subcontractor shall not use these equipments for purposes other than the scope of work given in this tender documents.
3.5.3	It is the responsibility of subcontractor to keep these equipments always in working condition and ensure their safe return in working condition to BHEL's store subject to normal wear & tear. Non-compliance to this may entail BHEL to get the necessary repair done at the risk and cost of the subcontractor.
3.5.4	All the T&P, measuring instruments etc must be mobilized at site in advance prior to actual start of the job. They must be in accordance with those recommended in the tender document, if any, and must be got verified to that effect. Formal clearance in writing must be obtained from BHEL's resident Manager / Engineer before the subcontractor starts the job.
3.5.5	All T&P, lifting tackles and pulling devices to be used must bear valid/latest test certificates for their suitability, and the same to be furnished alongwith the offer or during execution.
3.5.6	Also certificates of test / calibration with date of validity for various measuring instruments have to be submitted by the tenderer alongwith the offer or during execution.
3.5.7	T&P/ Instrument found defective /improper /insufficient or not having valid test / calibration certificate should be made good immediately.
3.5.8	In the event of failure of subcontractor to bring necessary and sufficient T&P, BHEL will arrange /hire the same at the risk and cost of the subcontractor including transportation of the same from the source place. The entire charge for hire as above and overhead charges as applicable shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.5.9	BHEL may at his discretion also terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.6	CONSUMABLE
3.6.1	All consumables, like gas, electrodes, chemicals, lubricants etc required for the job shall be arranged by the subcontractor at his cost unless otherwise specifically mentioned. However, any spares / components / consumables / materials, excepting welding materials, going permanently into the clients equipment and materials as specifically mentioned in special condition of contract, VOL –II or elsewhere in the NIT shall be provided to the subcontractor.
3.6.2	All consumables to be used for the job shall have to be approved by BHEL prior to use.
3.6.3	In the event of failure of subcontractor to bring necessary and sufficient consumables, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this alongwith overhead shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.6.4	BHEL may at his discretion terminate this contract / or take out any or whole part of the contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.7	MANPOWER
3.7.1	The subcontractor shall deploy all types of workmen like high pressure welder, fitter, mill right fitter, electrician, carpenter, rigger, serang, khalasi helper, painter etc as recommended in the tender or as required for proper completion of the job. Only trained and competent workmen with previous experience of similar job shall be deployed. They shall hold valid certificates as necessary for the job.
3.7.2	The subcontractor shall submit tentative deployment plan of manpower matching with the job completion schedule.
3.7.3	The subcontractor shall ensure proper out-turn and discipline on the part of workmen put on the job. The workmen shall carry out the job in safe and proper manner and in co-ordination with the workmen of BHEL of other agencies.
3.7.4	In the event of failure of subcontractor to bring necessary and sufficient manpower, BHEL shall arrange for the same at the risk and cost of the subcontractor. The entire cost towards this shall be paid by the subcontractor or deducted from the subcontractor's bills.
3.7.5	BHEL may at his discretion terminate this contract /or take out any or whole part of the

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	contract from the scope of the subcontractor. Decision of BHEL in this regard will be final and binding on the subcontractor.
3.8	PLANNING
3.8.1	Contractor shall draw the monthly programme of activities alongwith BHEL Engineer indicating quantum of work to be achieved and events to be completed. Once the programme is drawn he shall adhere to the same. The contractor shall prepare and submit by 15 th of every month to BHEL site incharge a programme for activities from 25 th of the month to 24 th the succeeding month indicating the work front, quantum and nature of work etc. Discussions will be held by the contractor with BHEL Site Incharge and the programme will be finalized jointly signed by the Engineer Incharge and the contractor within a week of submission of the programme (say by 22 nd , the agreed programme should be ready). A review of the performance will be made and considering the availability of components to be erected and other constraints over which the contractor has no control, the performance will be ascertained and jointly recorded by both the parties. Even when a programme could not be made, ascertainment of performance and recording the same by both the parties is necessary.
3.8.2	In addition, contractor shall arrange for weekly progress review meetings with the engineer at site during which actual progress during the week, vis-à-vis scheduled programme shall be discussed and action taken for achieving the targets.

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ANNEXURE - A
DECLARATION SHEET

I/We, _____ hereby declare and confirm that we have visited the project site, namely, _____ site, under specification no PSER:SCT: _____, issued by M/S BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-EASTERN REGION, KOLKATA, and acquired full knowledge and information about the site conditions including the law & order and other conditions prevalent at and around site. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned tender specification, in accordance with terms & conditions thereof.

I/We, have carefully perused the following documents connected with the above specification and agree to abide by the same:

1. Volume I, II and III of tender specification.
2. Other sections, annexures, schedules, documents etc.

I/We, further confirm that I/we have not changed/tampered the tender document downloaded from the BHEL's website www.bhel.com and in case any change from the tender document published in the website is detected at a later date in the signed copy of the same submitted by us along with the offer, the same shall stand null and void and the terms and conditions of the tender as published in the above mentioned BHEL website shall prevail only.

I/we, further certify that Sri _____ is authorised to represent on behalf of me/us for the above mentioned tender and a valid power of attorney to this effect is also enclosed.

I have deposited/forwarded herewith the earnest money deposit in the form prescribed and as stipulated towards earnest money deposit for a sum of Rs _____ (Rupees _____ only) vide BHEL cash receipt No _____, dated _____, Call deposit no _____, dated _____, Demand draft no _____, dated _____, which shall be refunded should our offer not be accepted. I/we further agree to deposit such additional sum which along with the sum of Rs _____ (Rupees _____ only) mentioned above, shall make up the security deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL, Power Sector, Eastern Region, DJ-9/1, Sector-II, Salt Lake, Kolkata - 700 091.

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

Date: _____ Tenderer:
Place: _____ Address:

Witnesses with their addresses

Signature Name Address

- 1.
- 2.
- 3.

Authorised representative's signature with name and address:

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ANNEXURE - B
GENERAL INFORMATION ABOUT TENDERER

FORMAT I - ORGANISATION STRUCTURE

1. Management structure of the firm

Whether Public Limited/Private Limited/Proprietorship:

2. Details of staff presently on permanent roll of organisation

A1	Name of site incharge	
A2	Qualification and experience	

b) Engineering staff:

Sl no	No of Officials	Designation	Specialists, if any (indicate the area of specialisation)	Qualification with experience	State no, proposed to be deployed	Remarks if any
1	2	3	4	5	6	7

c) Details of technical staff:

Sl no	Category	Total no on roll	Nos proposed to be deployed at site for this job
1	Supervisors/Foreman		
2	Storekeepers		
3	Crane Operators		
4	Compressor Operator		
5	Mill Wright Fitter		
6	Mill Fitters		
7	Instrument Fitter		
8	Electrician		
9	Sarang		
10	Rigger		
11	Carpenter		
12	Painter		
13	Tinsmith		
14	Sheet metal fabricator		
15	Pipe fabricator		
16	Cable jointing		
17	Light Vehicle Driver		
18	Heavy vehicle Driver		
19	Others		

d) Please indicate how you propose to ensure quality of work at site.

FORMAT II - FACILITIES FOR STAFF AND WORKERS AT SITE

1. Accommodation

a) For Engineers/supervisors/other staff

Sl no	Category	Type of accommodation	Facilities provided	Remarks

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b) No of quarters, plinth area of each quarter and estimated cost proposed to be constructed for workmen

2. Medical

3. Conveyance

4. Other amenities

Signature of the tenderer

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ANNEXURE - C
PROFORMA OF FINANCIAL VIABILITY

1	Owner's capital in the business (in case of Partnership, please mention percentage shares and amounts).	
2	Quantum of business done during last three financial years. a. b. c.	
3	Value of fixed assets of the business in last three years. a. b. c.	
4	Guarantee limits (if any) enjoyed by the firm.	
5	Over draft limits (if any) enjoyed by the firm.	
6	Please enclose audited profit and loss account and balance sheet for last three years (indicate no of sheets).	
7	Certificate from Scheduled Bank to prove contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.	
Note: All the above documents should be duly certified by auditors /bank as may be applicable.		

Signature of the tenderer

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ANNEXURE - D
ANALYSIS OF SIMILAR JOBS EXECUTED/IN PROGRESS

Sl N o	Agency by whom awarded	Location of project	Capacity and unit no	Scope of work and tonnage	Date of award	Contract value in Rs. Lacs	%age work completed & due date for compln	Date of completion if job is already over	No of skilled /unskilled workers deployed	No. of Engrs. & Sup. deployed	Details of Major T&Ps deployed	Consumables
1	2	3	4	5	6	7	8	9	10	11	12	13

Signature of the tenderer

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ANNEXURE – E
MONTHWISE MANPOWER DEPLOYMENT PLAN
[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH]

SL. NO.	CATEGORY	MONTH- 1	MONTH- 2	MONTH- 3	MONTH- 4	MONTH- 5	MONTH- 6	MONTH- 7	---- SO ON				

Signature of the tenderer

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ANNEXURE - F
STATUS OF T&P AND DEPLOYMENT PLAN

A. STATUS OF TOOLS AND PLANTS

SL NO	NAME OF EQPT.	QTY. OWNED	REGISTRATION NO. WHEREVER APPLICABLE	DOCUMENTS ENCLOSED FOR PROOF OF OWNERSHIP	PRESENT LOCATION	QTY. PROPOSED TO BE DEPLOYED FOR THIS JOB

Signature of the tenderer

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B. MONTHWISE T&P DEPLOYMENT PLAN
[INDICATE NO. OF PERSONS TO BE DEPLOYED IN EACH MONTH.]

SL. NO .	CATEGORY	MONTH- 1	MONTH- 2	MONTH- 3	MONTH- 4	MONTH- 5	MONTH- 6	MONTH- 7	--- SO ON				

Signature of the tenderer

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ANNEXURE - G
ANALYSIS OF QUOTED RATE

Sl no.	Description	Percentage of quoted rate	Remarks
1	Salary & wages of staff and workers		
2a	Consumables		
2b	Gases		
2c	Welding Electrodes		
2d	P.O.L.		
	Others		
3	Depreciation and maintenance for T&P		
4	Depreciation and Maintenance for other items		
5	Establishment and administration expenses of site		
6	Overheads		
7	Profit		

Signature of the tenderer

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ANNEXURE - H
CHECKLIST OF GENERAL PARTICULARS

Note: Tenderers are requested to fill in the following details and no column should be left blank.		
1	Name and address of the tenderer	
2	Telegraphic/Telex address	
3	Phone no/FAX no (Office)	
4	Details about type of the firm/company	
5	Name and designation of the official of the : tenderer	
6	Attested copy of the Power of Attorney	
7	Tenderers proposal no and date	
8	Whether EMD submitted and submission details	
9	Declaration sheet (in the format of Annexure - A)	
10	Details of experience (in the format of Annexure - D)	
11	Monthwise & categorywise manpower deployment : plan (in the format of Annexure - E)	
12	Status of T&P and monthwise deployment plan : (in the format of Annexure - F)	
13	Financial status (in the format of Annexure - C)	
14	Valid Income tax clearance certificate	
15	Analysis of rate quoted (in the format of : Annexure - G)	

Date

Signature of the tenderer
(with company seal)

Witness (signature with full particulars)

1.

2.

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ANNEXURE – I

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.² (Rupees -----)² for <Nature of the Work>³ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only), we ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

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We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited

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and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

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

(Signature of Authorised signatory)

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

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

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

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- b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- b.2** **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
- b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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ANNEXURE - J
PROFORMA FOR CONTRACT AGREEMENT

Agreement No : PSER:SCT: Date:

Name of the work :

Name of the :
contractor with
full address

Amount of tender : Rs /- (Rupees _____
only)

Telex of intent No : PSER:SCT: , dated

Work order No : PSER:SCT: , dated

Time allotted for : __ () months from start of work
completing work

FOR CONTRACTOR

FOR BHARAT HEAVY ELECTRICALS LTD

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CONTRACT AGREEMENT

Agreement No : PSER:SCT:

, Dated :

1. This agreement made this day the _____, 200_ between Bharat Heavy Electricals Limited, Power Sector, Eastern Region, Calcutta-700 091, having its registered office at BHEL House, Siri Fort, New Delhi-110 049 (hereinafter called the FIRST PARTY) of one part and Messers _____ (called the "CONTRACTOR") of the second part.
2. Whereas the first party is desirous of executing the work of, more particularly described in the appendices including specifications attached herewith.
3. Whereas in pursuance of the said contractor's tender having been accepted, the first party has decided to give the above said work to the contractor. Whereas the said contractor has agreed to do the aforesaid work of the first party subject to the conditions herein contained in these presents, instructions to tenderers, general conditions and special conditions, schedules appendices, Letter of intent, Work order and specifications (hereinafter referred as the said contract rate).
4. AND WHEREAS THE SAID contractor has furnished a Bank Guarantee No _____, dated _____, for a sum of Rs _____ /- (Rupees _____ only) from M/s _____ Bank, Branch _____, valid upto _____ towards initial 50% security deposit and has further agreed for balance 50% security deposit being recovered at 10% of the value of each running bill till the full security deposit is made up/full security deposit for the satisfactory completion and performance of the work and whereas the validity of the said bank guarantee has to be extended by the contractor, if so required before _____ for the balance period of contract and in the event of his failure to do so, the contractor shall pay or accept recovery of this amount of Rs _____ (Rupees _____ only) from the bills forthwith in one instalment and it has further been agreed that the failure to extend the validity of the Bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute the breach of contract, and first party reserves the right to take any legal action deemed fit for recovering the said sum of Rs _____ (Rupees _____ only).
5. NOW THESE PRESENTS WITNESS that in consideration of the said contract schedule and said contract rate, as also of agreement of good and faithful service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulation hereinafter expressed.

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6. That the said contractor will perform the aforesaid work subject to the condition contained in these presents, instructions to tenderers, general and special condition of contract and the contract document attached herewith including the said schedules, specifications, appendices, Letter of intent, Work order attached and also such other drawings and instructions as may from time to time be given by the first party. And that the said contractor shall be deemed to have carefully examined, the specifications and conditions of contract, appendices, schedules, Letter of intent, Work order, drawings etc as aforesaid and also to have satisfied himself as to the nature and character of the work to be executed.
7. That the said contractor shall carry out the complete execution of the said work to the entire satisfaction of the engineer within the agreed time schedule.
8. That the first party after proper scrutiny of the bills submitted by the said contractor will pay to him during progress of the said work, at the said contract rate and agreed terms of payment, a sum as determined by the first party in respect of the work executed by the contractor.
9. That the contract shall come into force with retrospective effect ____, the date which the letter accepting the tender (Letter/Telex of Intent) has been issued to the said contractor. However start of work shall be as defined in the tender specification.
10. That whenever under this contract or other wise, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted in the manner as set out in the conditions of contract as aforesaid.
11. That all charges on account of octroi, terminal and sales tax or other duties on materials obtained for the works shall be borne by the said contractor.
12. That is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
13. That the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, POWER-SECTOR, EASTERN REGION, CALCUTTA - 700 071.
14. The documents hereto attached viz:
 - (1) BHEL's tender specification No: _____.
 - (2) Contractor's offer No: _____, dated _____.
 - (3) BHEL's TOI/LOI No: _____, dated _____.

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(4) Contractor's unqualified acceptance letter no: _____, dated _____ of BHEL's TOI/LOI.

(5) BHEL's Work Order No: _____, dated _____.

(6) Contractor's unqualified acceptance letter no _____, dated _____ of above BHEL's Work Order.

(7) and others, if any.

shall also form part of the contract agreement.

15. In witness hereof the parties have respectively set their signature in the presence of:

FOR CONTRACTOR

WITNESS

1.

2.

FOR BHARAT HEAVY ELECTRICALS LIMITED

WITNESS

1.

2.

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ANNEXURE-K

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- d) The liability of the Bank under this Guarantee shall not exceed.....⁷
- e) This Guarantee shall be valid up to⁸
- f) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

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Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

3. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

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

c. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

d. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

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ANNEXURE-L
FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE BOND

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at <Address of Power Sector Region¹> hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

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The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (3 months more than the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- (3 Months more than the validity date) we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at < **Name of place**> only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the -----
(Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank
(Designation of the Authorized Person Signing the Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. **Address of Power Sector Regions (inviting the Tender)** is as below:
 - PSNR : Bharat Heavy Electricals Limited, Power Sector Northern Region, HRDI & PSNR Complex, Plot No 25, Sector 16-A, Noida – 201 301 (Uttar Pradesh)

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- PSER : Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700 091
 - PSWR: Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001
 - PSSR: Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600 035
2. **Name of place (for jurisdiction of Courts)** is as below:
- PSNR : Delhi
 - PSER : Kolkata
 - PSWR: Nagpur
 - PSSR : Chennai
3. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
4. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.

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Form No: F-01 (Rev 00)

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

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

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

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

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

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

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

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Form No: F-02 (Rev 00)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

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Form No: F-04 (Rev 00)

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

Date :
Place:

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Form No: F-05 (Rev 00)

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:,

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

Tick(✓) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

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Form No: F-06 (Rev 00)

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS __ is committed to Information Security Management System as per their Information Security Policy.

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

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

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

Date:

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Form No: F-07 (Rev 00)

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

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

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

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Form No: F-23 (Rev 00)

REFUND OF SECURITY DEPOSIT

To,

The Construction Manager
BHEL Site Office

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No:

Work:.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:..... dated In line with Tender conditions (GCC clause no 1.11), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: _____

Authorised representative of Contractor

=====

To be filled up by BHEL

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

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Signature of BHEL Engineer

Construction Manager

Date:-----

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Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT

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

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

Bharat Heavy Electricals Limited Power Sector – Eastern Region, Kolkata		
TENDER NO – PSER:SCT:KGN-S2116:21		
VOLUME - I	GENERAL CONDITIONS OF CONTRACT	56 of 60

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of your Invitation for Bids/Notice Inviting Tender No.....¹(Tender Conditions) M/s. having its registered office at² (hereinafter referred to as the '**Tenderer**'), is submitting its bid for the work of..... for.....³. at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091.⁴(name of the Employer)

The Tender Conditions provide that the **Tenderer** shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,,

we, the[Name & address of the Bank]
..... having our Head Office at
.....(hereinafter referred to as the Bank) being the

Bharat Heavy Electricals Limited		
Power Sector – Eastern Region, Kolkata		
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Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs. 5(*).....without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

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

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

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof.

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However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

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

Notwithstanding anything to the contrary contained hereinabove:

g) The liability of the Bank under this Guarantee shall not exceed.....⁵.....

h) This Guarantee shall be valid up to⁶

i) Unless the Bank is served a written claim or demand on or before⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

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

For and on behalf of
(Name of the
Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name and Address of BHEL Unit/Division/Region (Already filled up)

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⁵ BG Amount in words and Figures

⁶ Validity Date

⁷ Date of Expiry of Claim Period

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date. As per Works Policy, the Bank Guarantee shall be valid for at least six months.

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

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

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Power Sector – Eastern Region, Kolkata		
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Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI**
03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
04. Vendors Bank A/c No. **11107800029**
05. Name of Bank **STATE BANK OF INDIA**
06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
07. Branch Phone No. **KOLKATA**
08. City **033-23575666**
09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of **K. K. Coari**
के. के. कोआरी / K. K. Coari
Representative of Vendor
उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
बो. एच. ई. एल. : पो.एस.ई.आर : कोलकाता - 700 091
BHEL: PSER / Kolkata-700 091

Confirmation by Banker
with office seal

Note : Incorrect information will create Accounting complications and payment will be delayed

TENDER NO: PSER:SCT:KGN-S2116:21

VOLUME -III

PRICE SCHEDULE-REV-00

FOR

**WATCH AND WARD SERVICES AT 4X210 MW STAGE-I & 3X500 MW
STAGE-II NTPC KAHALGAON STPS, BIHAR**

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVT. OF INDIA UNDERTAKING)

POWER SECTOR – EASTERN REGION

PLOT NO. – 9 / 1, DJ – BLOCK,

SECTOR – II, KARUNAMOYEE,

SALT LAKE CITY,

KOLKATA – 700091.

VOLUME-III PRICE SCHEDULE, REV-00	
Job: Watch and ward services at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar	
TENDER NO - PSER:SCT:KGN-S2116:21	
PREAMBLE	
SL NO	DESCRIPTION
1.0	This preamble forms part of tender document and schedule of items. The tenderer should read this preamble carefully before filling in rates for various items. Bidders are required to go through instructions carefully and complete all the formalities as required. Clauses under this preamble shall be read in conjunction with various volumes of tender and other tender sections as applicable and shall have precedence over any contrary statement mentioned anywhere in this document.
2.0	The work shall be carried out strictly as per specifications, description of the items in these schedule and / or BHEL engineer's instructions.
3.0	Items of work provided in this schedule but not covered in this specification shall be executed strictly as per instruction of the engineer.
4.0	BHEL reserve the right to rationalize the rates, quoted by L-1 bidder against unit rate items and/ or other optional items with respect to item-wise lowest rates (amongst the participating bidders), before placement of order. The rates of unit rate/optional items shall remain valid till execution of the order, if the job/work is awarded to the bidder.
5.0	Rates shall be quoted in figures and in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of BHEL engineer shall be final. All entries shall be in English language.
6.0	All works item wise shall be measured upon completion and paid for at the rates quoted and accepted as per BHEL approved payment schedule/billing break-up.

VOLUME-III PRICE SCHEDULE, REV-00					
Job: Watch and ward services at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar					
TENDER NO - PSER:SCT:KGN-S2116:21					
SCHEDULE-1					
Sl. No	GENERAL INSTRUCTION FOR THE BIDDERS BEFORE FILLING UP THE PRICE BID				
1	Bidders are required to quote for the all items in Schedule of Rates .				
2	While quoting following points are to be considered :				
a	Apart from wage and other statutory components, bidders must consider their overhead cost towards cost of uniforms, Torches & its Batteries, other miscellaneous cost which are not reimbursable by BHEL before quoting of service charge.				
b	Service Charge to be quoted in terms of percentage upto two decimal same would be applicable on the monthly and other statutory payments. Wage reference to this case may be referred from sl.no 11 of Schedule-2 of this Price Schedule.				
c	The quoted price shall be in percentage where absolute cost may vary as per the bill value with all-inclusive basis except GST.				
d	Quoted percentage will remains firm during the contract period whereas absolute value may vary with any change in Minimum wages etc.				
e	GST shall be payable extra as per applicable rate on Monthly and other statutory bills including Service Charge w.r.t. this tender.				
f	Additional amount due to imposition of new tax by Govt. relevant to this work will be reimbursed by BHEL as per actual against documentary evidence.				
g	Income Tax shall be borne by the Bidder.				
3	Tender priority i.e. L1, L2, L3 party etc will be arrived by lowest rate quoted in Sl no. 7(a).				
4	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in such case the negotiated rate will be considers as L1 rate for all purposes.				
5	BHEL reserves the right to accept or reject any bid/ all bids or cancel / withdraw the initiation for bid without assigning any reason whatsoever and in such case no bidders shall have any claim arising out of such action by BHEL				
6	The following pay elements shall be payable per day / per duty (08 Hrs) to Security Guards deployed as per deployment plan by the Bidder and shall be reimbursed by BHEL :		Security Guards (Skilled Worker)	Security Supervisor (Highly-skilled worker)	
(a)	MINIMUM WAGE INCL VDA (As per appropriate Govt minimum wage rate and its upward revision time to time)		As applicable	As applicable	
(b)	PF @12% on sl.no. 6(a)		As applicable	As applicable	
(c)	EDLI and Admin Charge @1% on sl.no. 6.(a)		As applicable	As applicable	
(d)	ESI @ 3.25% on sl.no. 6.(a)		As applicable	As applicable	
(e)	Bonus Sl no. 6(a)		8.33%		
(f)	Service Charges applicable on sl.no. 6.(a) ,(b), (c),(d) & (e)		To be Quoted by Vendor in Sl.no.7 (a)		
(g)	Reimbursement of retrenchment Benefit @ 4.81% without Service Charge on sl.no. 6 (a)		Total nos working months X last three months average minimum wage as per sl.no. 6(a) X @ 4.81%		
	DESCRIPTION				
7	SERVICE CHARGE for providing Watch and ward services in BHEL Premises located at Site	Period	Tentative Mandays		Percentage (%) upto two decimal
			Guards	Supervisors	
(a)	NTPC Kahalgaon FGD Site	30 months	11738	912	

VOLUME-III PRICE SCHEDULE, REV-00			
Job: Watch and ward services at 4x210 MW Stage-I & 3X500 MW STAGE-II NTPC Kahalgaon STPS, Bihar			
TENDER NO - PSER:SCT:KGN-S2116:21			
SCHEDULE-2			
MINIMUM WAGE SHEET			
	Central minimum Wage for NTPC Kahalgaon site (Wef Apr'21)		
SL NO.	Description	Rate per mandays (Guard)	Rate per mandays (Supervisor)
1	Basic Wages (BW) +VDA	609.00	714.00
2	EPF (12) + EDLI (0.5) + ADMN (0.5) (Basic +VDA) (13%) on Sl no.1	79.17	92.82
3	ESI/Medical Allowance and Workmen Compensation in areas not covered under ESI (Basic +VDA) (3.25%) on Sl No.1	19.79	23.21
4	BONUS (8.33% on Basic+VDA) on sl. No. 1	50.73	59.48
5	SUB-TOTAL (Single duty rate) (Sum of sl no. 1 to sl.no.4)	758.69	889.51
6	Reimburshment Retrenched Benefit @ 4.81% (without Service Charge for PSARA agency)on sl.no.1	29.29	34.34
7	Tentative period for the service (Pick time)	30 months	30 months
8	Per day mandays requirement	15	1
9	Tentative mandays requirement during the proposed contract period	11738	912
10	Aproximate Business Volume (Rs) as per Sl. no 5 (Sl. no. 5 X sl no. 09) for the service charge purpose	8905503.22	811233.12
11	Sub Total in Sl no.10 applicable for service charge purpose	9716736.34	
12	Tentative Business volume on account of contract closing benefit (Sl.no.6 X Sl. no. 09)	343806.02	31318.08
13	Sub Total in Sl no.12 not applicable for service charge purpose	375124.10	
14	Total Business volumn (Sl. no. 11+ Sl. no.13)	Rs. 10,091,860.44	
15	SERVICE CHARGE	To be quoted in percentage by agency over Sl. no.11 of this SCH-2 OF PRICE SCHEDULE	