



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का एक उपक्रम)

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

HPVP, Visakhapatnam, Andhrapradesh - 530012

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NIT Reference No: OS/WC/2026-27/95/61 Dt 14.10.2026

Bharat Heavy Electricals Limited, a Government of India Public Sector Undertaking having its Registered Office at Siri Fort, New Delhi. BHEL-HPVP Visakhapatnam, one of its manufacturing Units, invites sealed bids from eligible Contractors / Service Providers / Agencies / Vendors, who fulfill qualification criteria as stipulated herein below of the NIT.

- 1 Type of Tender : Open Tender - Two Part (e-Tender)
- 2 Name of the work : **“Civil & Structural works for construction of industrial shed (Size:160Mx30Mx14M) including Equipment foundations at BHEL Visakhapatnam”**
- 3 Name of the Department : **OUTSOURCING DEPARTMENT**
- 4 Location of work : BHEL, HPVP, Visakhapatnam, Andhrapradesh -530012
- 5 Mode for submission of offer : Bids to be submitted **only** electronically by logging in to <https://eprocurebhel.co.in/nicgep/app>.
Note: Tenders / Bids / Offers submitted in physical form shall not be accepted / considered.
- 6 अधिसूचना की तिथि Date of Notification : **14.10.2026**
- 7 बोली प्राप्त करने की अंतिम तिथि | Last Date : **14:00 Hrs on 28.10.2026**
for Receipt of Bids
- 8 तकनीकी-वाणिज्यिक बोली खोलने की तिथि | Date : **16:00Hrs on 28.10.2026**
of Opening of Techno-Commercial Bids

Note: Applicability of new Labour Laws / Codes:

Notwithstanding any provision contained in this NIT, the Contractor shall mandatorily comply with all applicable and latest Labour Laws / Labour Codes as notified by the Government of India from time to time.

Any guidelines, circulars, instructions, or amendments issued by BHEL in this regard shall be deemed to form an integral part of the Contract Agreement and shall be binding on the Contractor without demur and without any claim for compensation or additional payment of any kind.

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PART-A (TECHNO COMMERCIAL BID)

1 NOTICE INVITING TENDER

SNo.	Description	Remarks
1	Name of the work	“Civil & Structural works for construction of industrial shed (Size:160Mx30Mx14M) including Equipment foundations at BHEL Visakhapatnam”.
2	Approximate Estimated Value of work	₹15,47,11,853.59 (Refer Notes of Schedule-A, Clause-6 of NIT for GST and other taxes)
3	Earnest Money Deposit (EMD)	Rs. 20,00,000/- (Rupees Twenty Lakhs only)
4	Contact details for queries related to tender	Sh. D Gowri Sankar, Sr. Manager (Outsourcing) Phone No: 0891-2881345; e-mail: dgs@bhel.in Sh. R Sreenivasa Rao, DGM (Works Engg- Civil) Phone No: 0891-2881376; e-mail: rsrao@bhel.in
5	Scope of Work	As per SCHEDULE-A of Clause 6 of NIT.
6	Period of Contract	Twelve (12) months Refer Clause 3.6 of NIT.
7	Maintenance & Defect Liability Period	TWELVE (12) months Refer Clause 3.13 of NIT.
8	PENALTY CLAUSE	Refer Clause 2.1.3 of NIT
9	LIQUIDATED DAMAGES	Refer Clause 2.1.4 of NIT
10	SAFETY & PPEs	Refer Clause 3.5.A of NIT

Note: As this is a Works Contract, MSME benefits are NOT applicable for waiver of EMD.

2.0 **PREQUALIFICATION REQUIREMENTS:**

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

2.0.1 Maximum average annual financial turnover during any three consecutive financial years of the last four financial years, ending 31st March of the previous financial year (should submit balance sheet and P&L account of the respective three consecutive years – certified by Chartered Accountant) should be at least 30% of the estimated cost **(Rs. 4,64,13,556/-)**. Further, if the tenderer fails to submit necessary documents for any of the three consecutive years, non-submitted year will be considered as “0” (Zero) for averaging the turnover.

2.0.2 Particulars of Experience / Credentials for Similar Works:

The Bidder shall furnish particulars of experience / credentials for works of similar nature executed and completed during the last seven 7 years, ending on last day of the month previous to the one in which applications are invited. The Bidder shall enclose copies of Work Orders, Completion Certificates, and Experience Certificates in support of their claim. The Bidder should have successfully completed either of the following during the said period:

- (i) **Three completed Similar Works** each costing not less than or equal to **Rs. 6,18,84,741/-**
[or]
- (ii) **Two completed Similar Works** each costing not less than or equal to **Rs. 7,73,55,927/-**
[or]
- (iii) **One completed Similar Work** costing not less than or equal to **Rs. 12,37,69,483/-**.

Similar Work:

For the purpose of this qualification requirement, the term “**Similar Work**” shall mean **one (1) Work Order** comprising **any one or combination** of the following activities:

- (i) **Construction of Factory workshops or Industrial Warehouses**
- (ii) **Civil construction works like concreting, machine foundations;**
- (iii) **Fabrication and/or erection of structural steel works involving height works (12m and above);**

Note: For accomplishment of a civil work, if electrification or allied works like carpentry, painting, excavation, false ceiling were also done as part of the scope, the value of such works shall also be considered while determining the completed value of the Similar Work.

Notes:

- (i) Copy of satisfactory completion certificate of contract of similar work should be attached. Copy of the work order, Agreement and BOQ also should be submitted as support documents.
- (ii) If the completion certificates are from private organization, the same shall be supported with TDS certificate.
- (iii) **In case the bidder claims experience under *Similar Work* for any project executed through subletting from another contractor, the bidder shall submit the written consent / approval of the Principal Owner of the project clearly authorising such subletting. Failure to submit the said approval shall render the claimed work experience invalid and non-considerable for qualification under this NIT, irrespective of submission of TDS certificates, bank / payment statements, or any other supporting documents.**
- (iv) Only works executed in India shall be considered for Similar Work.
- (v) If the experience certificate for any work executed in BHEL, Visakhapatnam in the past three years contains any adverse remarks, the same shall be a disqualification factor;
For this purpose, works executed or still under execution during present financial year and / or during preceding three consecutive financial years, irrespective of date of awardal, shall be considered (whether documents are produced or not by the bidder for this tender).
- (vi) The offers of the bidders who are under suspension and also the offers of the bidders who engage

the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

- (vii) Pre-Tender / Post-Tender Joint ventures / Consortiums shall not be considered.
- (viii) PF, GST, ESI, Turnover and all other qualification documents of the Bidder should be in the name of participating Bidder only. Documents in the name of the others / other firms / erstwhile Company shall not be accepted.
- (ix) If applicable, Bids not containing Integrity Pact [or] Bids containing either completely or partially unsigned Integrity Pact, may be liable for rejection Techno-Commercial Evaluation.

2.0.3 Tenderer should furnish performance certificate of similar earlier executed works.

2.0.4 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL website www.bhel.com.

2.0.5 Tenderer should furnish valid ESI Code Number and PF Code Number. If PF, ESI registration is not available then Tenderer should submit an undertaking to obtain applicable PF, ESI coverage of all our workmen to be deployed for the above work before commencement of the work as per NIT conditions.

2.0.6 Tenderer shall furnish PAN details (in case not available, proof of having applied with acknowledgement from concerned authority should be furnished) and Income Tax Assessment / declaration copy for the last three (3) year should be enclosed with the bid (self-attested copies).

2.0.7 Tenderer should obtain Labour License (Central Government) before commencement of work as applicable or if available to be enclosed along with the tender.

2.0.8 It is required to furnish GST number & certificate.

2.1 FINANCIAL TERMS AND CONDITIONS:

2.1.1 Refer Clause 3.8 for Payment Terms.

2.1.2 (A) Taxes & Duties- GST Clauses:

- (1) **Only valid GST registered bidders will be considered for the tender.** The GSTIN of the bidder should be clearly mentioned in the offer.
- (2) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
- (3) Bidder to quote the applicable taxes in the following manner:
 - (i) Harmonized System of Nomenclature (HSN) of Goods
 - (ii) Services Accounting Code (SAC) of Services.
 - (iii) IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided.
- (4) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
- (5) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
- (6) Any other taxes & duties not covered anywhere above may be indicated separately.

(B) Taxes deducted at source:

- (1) TDS as per the extant statutes shall be deducted.
- (2) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
- (3) Concessional certificates, if any, should be provided well in time for lower deduction of tax.

(C) Terms & Conditions to be complied in GST:

- (1) All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPVP GSTIN ie 37AAACB4146P7Z8. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
- (2) Reimbursement of GST amount will be made only upon completion of the following:
 - (i) Bidder declaring such invoice in their GSTR-1 Return/ IFF
 - (ii) Receipt of Goods or Services and Submission of Tax invoice by BHEL
 - (iii) The tax invoice is reflected in the GSTR2B of BHEL, HPVP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
- (3) In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
- (4) In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
- (5) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
- (6) Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number.
- (7) GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
- (8) Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities.

2.1.3 PENALTY CLAUSE:

The following Penalties are envisaged in the contract and shall be assessed and recovered independently:

(1) DELAY IN DEPOSITION OF SECURITY DEPOSIT:

If the Contractor fails to deposit the required Security Deposit within ONE (1) WEEK period from the date of issue of LOA [or] as requested by BHEL, enhanced Security Deposit which includes interest equal to Repo Rate + 4% for the delayed period, shall be submitted by the bidder.

(2) DELAY IN SUBMISSION OF DESIGN DRAWINGS AND COMMENCEMENT OF WORK AS PER SCOPE OF WORK**a) Penalty for Non-Submission of Design Drawings**

The Contractor shall submit all design drawings and documents as specified under Line Item No. 1 of the Scope of Work, within ONE (1) MONTH from the date of issue of the Letter of Award (LOA).

In the event the Contractor fails to submit the required design drawings within the stipulated period, a penalty of 0.25% of the awarded Contract Value per week of delay or part thereof shall be levied, subject to a maximum of 5% of the awarded Contract Value.

b) Penalty for Non-Commencement of Work

The Contractor shall submit the design drawings within ONE (1) MONTH from the date of issue of the LOA. The submitted drawings shall be reviewed and verified by BHEL, and clearance for commencement of work shall be issued by the BHEL Engineer-in-Charge upon satisfactory compliance with the requirements.

The Contractor shall commence the work within ONE (1) WEEK from the date of clearance issued by the BHEL Engineer-in-Charge.

In the event the Contractor fails to commence the work within the stipulated period of one week from the date of such clearance, a penalty of 0.25% of the awarded Contract Value per week of delay or part thereof shall be levied, subject to a maximum of 5% of the awarded Contract Value.

Note: Since delay in submission and approval/clearance of design drawings may consequently result in delay in commencement of work, any submission of approved design drawings beyond the stipulated ONE (1) MONTH period shall attract both the penalties specified under Clauses 2(a) and 2(b), as applicable. The penalties shall be levied independently for the respective delays and subject to the maximum limits specified under each clause.

(3) VIOLATION OF SAFETY NORMS (Refer 3.5.A of NIT):

- (i) Violation of applicable safety, health and environment related norms, a penalty of Rs. 5,000/- (Rupees Five thousand) per occasion shall be imposed.
- (ii) Violation as above resulting in any physical injury to the contractor's workmen, a penalty of 0.5% of the contract value shall be imposed (maximum of Rs 20,000/-), for each injury case in addition to Rs 5,000/- mentioned herein above.

(4) EXCESS CONSUMPTION OF MATERIAL (Refer Clause 11 of NIT):

- (i) All surplus material in good condition whether issued free of cost or on cost recovery basis and which are not returned to respective BHEL Stores and also quantities of

materials consumed in excess of the actual requirements shall be charged at punitive rates (including GST) as per Clause 11, Schedule-B of NIT.

- (ii) All materials, whether issued free of cost or on cost recovery basis, taken outside Factory for cutting, bending etc., to suit the work is not returned back, same shall be charged at punitive rates (including GST) as per Clause 11, Schedule-B of NIT.

(5) USAGE OF AGGREGATES:

- (i) Coarse Aggregates: Coarse Aggregates shall be conforming to IS 383.
- (ii) Fine Aggregates: Unless otherwise it is specified in the schedule, only River Sand conforming to IS: 383 should be used in all Cement related works.

(6) DEPLOYMENT OF PROJECT MANAGER, SITE ENGINEER, SAFETY SUPERVISOR:

The Contractor shall engage one Project Manager, one Site Engineer and one Safety Supervisor from the date of commencement of work till completion of the work or as directed by the Engineer-In-Charge to ensure SAFETY, EXECUTION, QUALITY, WORKMANSHIP, PROGRESS, COORDINATION etc.

If the Contractor fails to deploy any of the above personnel other than during authorized Holidays and Sundays, a penalty equal to 50% of the Wage of a Skilled Worker per person for each non-deployed working day subject to a maximum of 10% of the respective calendar month's gross bill shall be levied and recovered from any of his bills lying with BHEL along with GST, as applicable.

or

- (i) Period of deployment: The Contractor shall deploy Site Supervisor(s) from the date of commencement of the contract till its completion including period of extension, if extended for whatsoever reason or as directed by the Engineer-In-Charge.
- (ii) Responsibility: The Contractor shall ensure that the deployed Site Supervisor(s) are responsible for daily attendance of workers, work planning and distribution, supervision of execution, monitoring of progress, coordination with BHEL officials, and ensuring compliance with safety requirements, quality standards, workmanship and all instructions issued by the Engineer-In-Charge.
- (iii) Number of Site Supervisors: The Contractor shall engage ONE (1) Site Supervisor.
- (iv) Penalty: If the Contractor(s) fails to deploy the Site Supervisor(s) for more than two weeks in a calendar month, as per above, a penalty of Rs. 10,000/- per Supervisor for each non-deployed month shall be levied.

Notes:

- (1) Max. Penalty: Other than the amounts recovered or charged under points (4) & (5) of Clause 2.1.3 above, the total amount recoverable as Penalty under the Contract such as per Clause 2.1.3, Clause 2.1.4 and Clauses 3.6, 3.6.A, 3.6.B etc., of NIT shall be limited to a maximum of 10% of the Contract Value.
- (2) Mode of Recovery: The Penalty / Penalties so levied under this Contract shall be recovered from any amounts due or becoming due to the Contractor or any amounts lying with BHEL along with GST, if applicable.
- (3) Contract Value: The Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary / Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

2.1.4 LIQUIDATED DAMAGES:

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

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

Liquidated Damages shall be calculated in the manner stipulated hereinafter:

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

Grant of any provisional time extension shall by no means be considered as waiver of BHEL rights under the contract or law.

After the completion of work, duly certified by Engineer-In-Charge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record:

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

The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed / levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, **BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.**

The applicability and computation of Liquidated Damages (LD) shall be based on the Date of Commencement of Work, Contract Period, and Date of Completion, as defined under Clause 3.6 of the NIT.

2.1.5 OVER-RUN COMPENSATION (ORC): Not applicable.

2.1.6 ADVANCE PAYMENT: No Advance payment shall be made to the Contractor.

2.2 INSTRUCTIONS TO TENDERER / BIDDER:

2.2.1 Tender is a TWO-part bid system consisting Part – A and Part – B, as detailed below:

Part – A: Techno-Commercial Bid

Part – B: Price Bid.

Bids / Offers are to be submitted electronically only, by logging in e-Procurement portal i.e., <https://eprocurebhel.co.in/nicgep/app>

Note: Except Price Bid, all supporting documents are to be submitted / uploaded along with Technical bid only.

2.2.2 **Part – A for Technical and Commercial Bid along with EMD** should be submitted duly signed, stamped, scanned or digitally signed, on all pages and uploaded in e-Procurement portal <https://eprocurebhel.co.in/nicgep/app>

Note:

The Tenderer / Bidder should **not** indicate the price or rate at any place in Part-A: Techno-Commercial bid. If any Tenderer / Bidder submits combined bid i.e., Techno-Commercial Bid and Price Bid in Part - A, such offer shall be summarily rejected without any intimation. The Tenderer should expressly accept all the terms and conditions of the Tender. The bid / tender which does not comply with the BHEL Terms & Conditions may liable to be rejected **as non-responsive [and / or] non-conforming [and / or] non-acceptable.**

2.2.3 Bid should be free from correction, overwriting, using corrective fluid, etc. Any alteration, 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.

2.2.4 The Techno-Commercial Bid (Part - A) and General Terms and Conditions of Contract shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.

2.2.5 Submission of incomplete or wrong or misleading information in Techno-Commercial Bid (Part – A) or not enclosing Financial turnover or experience or prequalification data along with Techno-Commercial Bid (Part – A) may lead to disqualification of the bid.

2.2.6 **Part – B for Price Bid.** The Bidders are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents.

2.2.7 The tender percentage should be quoted in BOQ template after careful study of the actual job requirement, item description etc., so that, in case the contract is awarded, Bidder should not express any difficulty in execution of the contract.

2.2.8 **Price Bid should not carry any conditions. EXCESS or LESS should be selected while quoting the Price as % figure in the format given by BHEL.**

2.2.9 Part – B i.e., Price bids shall be opened in respect of those Bidders who are qualified in Techno- Commercial Bid evaluation.

2.2.10 The Tenderer should submit the tender documents intact without detaching any page / pages.

2.2.11 The Name of the Tenderer should be written with Contractor's seal on all pages.

2.2.12 Before making the offer, the Tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.

2.2.13 All entries in the tender document should be in one ink. Corrections, over writing, cuttings etc., are not permitted. **All columns in the tender form should be filled without leaving any blank in any page of the tender.** In case any of the columns is left blank, the tender would be rejected.

2.2.14 **Each and every page of the tender document should be stamped & signed or digitally signed by the Tenderer.**

2.2.15 Before making the offer, the Bidders are advised to carefully go through the terms and conditions, which form part of the Agreement.

2.2.16 For any further details required, **Outsourcing Dept. BHEL**, Visakhapatnam, Andhrapradesh-530012, may be contacted in person or through Telephone No.: 0891-288 1345. Email: dgs@bhel.in

2.2.17 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of

process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

2.2.18 BHEL notified wages, which consists of State minimum wages and additional payments, (hereinafter referred as BHEL fair wages) from time to time are payable. The Tenderer would be required to pay allowances / incentives as decided and communicated by BHEL.

2.2.19 **VALIDITY OF RATES: The rates quoted by the bidder shall be valid for 180 days from the latest due date of offer submission (including extension, if any).**

Further, final rate offered by the bidder during / after Reverse Auction and / or Negotiation, if conducted, shall be valid for 180 days from the date of conducting Reverse Auction / Negotiation, whichever is late.

However, awarded rates finalised after opening of Price Bids and conducting RA / Negotiation (if conducted), shall be firm and valid for the entire Period of Contract and also during the extended Period of Contract, irrespective of reasons for the extension.

2.2.20 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

- (i) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and / or
- (ii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above; and / or
- (iii) If there is such discrepancy in the offer, the same shall be conveyed to the Tenderer / bidder with target date up to which the Tenderer / bidder has to send his acceptance on the above lines and if the Tenderer / bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.

2.2.21 The tenderer should quote the rates keeping in view the prevailing BHEL fair wages, statutory payments like PF, ESI, Bonus and other payments, if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

2.2.22 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.

2.2.23 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderers.

2.2.24 Wherever prescribed formats are specified for the tenderers use, Tenderers shall use the same for making his Claims.

2.2.25 Tender document should be complete in all respects.

2.2.26 Successful tenderers shall enter into an Agreement on stamp paper of Rs. 200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.

2.2.27 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms shall be rejected.

2.2.28 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.

2.2.29 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.

2.2.30 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.

2.2.31 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPVP for the contract purposes or to his email address.

2.2.32 SITE VISIT:

- (a) **Before quoting, the tenderers are advised to visit and inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices, to understand the nature of work / quantum of work in its true perspective to avoid any complications in future or after opening of bids.** They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
- (b) The tenderer / bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter into its premises and lands for the purpose of site visit. However, the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss or damage to property, and/or any other loss, damage, costs, and expenses incurred as a result of the inspection.
- (c) The tenderer / bidder should inform the BHEL at least Two days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.

In general, tenderers / bidders shall themselves obtain all necessary information. A tenderer / bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

2.2.33 PRE-BID DISCUSSIONS:

- (a) Bidders are advised to acquire full knowledge of the NIT, Scope of work, Place of work, Site conditions of the work, working hours, restricted entry & exit, restricted movement, obtaining Security permissions / passes, work permit, minimum manpower to be deployed, Labour License, Payment terms & conditions; Payment of Wages, Bonus, PF, ESI as per statute / BHEL norms etc., distribution of PPEs & Uniforms, obtaining IR Clearances for billing etc.
- (b) Bidders are also advised to go through the complete description of Items, Units, Quantities and Unit Rates of Schedule of Quantities.
- (c) **Bidders are advised to obtain all kinds of clarifications up to 24 hours before closure of the bidding. Once bidding is closed or Technical Bids are opened, NO CLARIFICATION(S) / QUERIES IN ANY FORM SHALL BE PERMITTED.**
- (d) **Clarification(s) / queries raised by the bidder after closure of bidding and before evaluation of the Technical Bids may lead to disqualification of the bid. Price bid of such disqualified bidder shall not be opened and EMD of such disqualified bid shall be forfeited. Tender evaluation shall be continued with remaining bidders.**
- (e) **Clarification(s) queries raised by the bidder after opening of Price Bids may lead to disqualification of his bid and EMD of such disqualified bid shall be forfeited.**
- (f) **If any bidder raises clarification(s) / queries after opening of Price Bids or after conducting Reverse Auction, offer of such bidder shall be disqualified and disciplinary action against such disqualified bidder shall be initiated as per BHEL Rules. However, Tender evaluation shall be continued with remaining bidders as per BHEL Rules.**

2.2.34 The Contractors / Firms who are quoting tenders for the first time in BHEL, Visakhapatnam are requested to provide the following NEFT details (Bank official Signature) along with cancelled cheque. This information is required for transactions between BHEL and the Contractors / Firms.

(Vendors to furnish this MANDATE on their Letter Head)

Ref. No:

Date:

To

Sr Manager, Finance

Bharat Heavy Electricals Limited,

Visakhapatnam, Andhrapradesh-530012

Ref: _____

Sub: Details for National Electronic Fund Transfer

Dear Sir / Madam,

We request and authorise you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below:

- | | | | |
|---|--|---|---------------------------|
| A | Supplier Code (as per PO / SCO) | : | |
| B | Name as per PO / SCO | : | |
| C | PAN of Beneficiary | : | |
| D | TIN of Beneficiary | : | |
| E | e-mail address of Beneficiary | : | |
| F | City (of Beneficiary) | : | |
| G | Bank Name | : | |
| H | Branch (of Bank) | : | |
| I | Account Number | : | |
| J | Account Type | : | Savings / Current / _____ |
| K | MICR Code of the Branch (9 digits) | : | |
| L | IFSC Code for NEFT (11 chars.) | : | |
| M | IFSC Code for RTGS (if different from L above) | : | |

Thanking you,

Date:

(Signature with Seal)

Authorised Signature

Name: _____

Designation: _____

Certified that the particulars furnished above are correct as per our records.

Date:

(Signature with seal of authorised official of bank)

2.2.35 Tenderers / Bidders are requested to submit the bid securing declaration form as per ANNEXURE-A, B, C.

3.0 **GENERAL TERMS & CONDITIONS:**

- 3.0.1** Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- 3.0.2** The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential.
- 3.0.3** All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- 3.0.4** The bid prepared by the Bidder including all correspondence etc. relating to his offer / bid shall be in ENGLISH language.
- 3.0.5** The tenderers must sign on all the pages of tender documents, including the NIT, which forms part of tender document.
- 3.0.6** A tender may be rejected while scrutiny of Techno-Commercial bid, in case there is any unsatisfactory past performance in the execution of an earlier contract awarded in BHEL.
- 3.0.7** Contractor shall follow general instructions and obligations of the Contractors as prescribed.
- 3.0.8** Contractor shall arrange Group Insurance and follow all relevant rules applicable from time to time.
- 3.0.9** Supervision of Contract Workforce shall be monitored by Contract Supervisor. Contractor & Supervisor shall be available whenever required.
- 3.0.10** The Contractor is wholly responsible for any loss of life or partial disability of any of their employees while on duty.
- 3.0.11** In case of occurrence of any accident/ injury of Contractor's staff, BHEL will not pay any compensation while they are on duty / off duty and Contractor has to take care of same as a statutory obligation.
- 3.0.12** BHEL reserves the right to reject any or all tenders in part or in full without assigning any reason at any stage.
- 3.0.13** Upon awardal of the work, within 7 (SEVEN) days the party has to execute an agreement with BHEL as per model contract before commencement of work.
- 3.0.14** Contractor shall pay wages to all the workers on or before 7th day of every month without fail through their common Bank accounts, otherwise suitable action shall be taken at Contractor's risk and cost. CASH / CHEQUE TRANSACTIONS made for payment of Wages are **NOT** acceptable and contractor's bill shall **NOT** be eligible for HR IR clearance.
- 3.0.15** Contractor has to issue wage slips to the workers before paying wages, maintain attendance, wage register and muster roll of his employees.
- 3.0.16** The quantities mentioned in the agreement schedule are worked out from the relevant data in the company and may or may not be the actual required for execution.
- 3.0.17** The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond therewith, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.
- 3.0.18** If any information furnished by the tenderer is found false at a later stage, the tenderer shall be debarred and the existing agreement and contract will also be cancelled at the risk and cost of the Contractor.
- 3.0.19** BHEL reserves the right to short close the contract within period of any time in the event of bad performance of the Contractor or any other reasons detrimental to the interests of BHEL.
- 3.0.20** The agencies are advised to visit the work site to understand the nature of work / quantum of work in its true perspective to avoid any complications in future.
- 3.0.21** The tenderer shall not include any additional conditions / alter conditions either in techno-commercial bid

or price bid.

- 3.0.22** If the due date of tenders opening extended because of poor response the agencies who have already submitted tender bids earlier need not submit revised tender. The original tender only will be considered for evaluation.

3.1 ELIGIBILITY CRITERIA:

In addition to fulfillment of Clause 2.0 of NIT, following is the eligibility criteria for participation in bidding.

- 3.1.1** In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well-established organization having at least three years existence in business consecutively for the past three years.
- 3.1.2** The Successful tenderer has to get the license from Central Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract.
- 3.1.3** Tenderer should have independent ESI Employer code under ESI Act 1948.
- 3.1.4** Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 3.1.5** Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
- 3.1.6** The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
- 3.1.7** Latest Bank Solvency issued by any scheduled bank for value not less than ₹10.00 Crs (The date of solvency certificate issued by Bank should not be older than 6 months from the tender publishing date)
- 3.1.8** A Class-1 civil works contractor registration certificate is issued by the competent state government authority, such as the Engineer-in-Chief (ENC), Chief Engineer, or a Registration Committee of the specific state's Public Works Department (PWD) or infrastructure department shall be submitted
- 3.1.9** There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- 3.1.10** The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 3.1.11** In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
- 3.1.12** For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Visakhapatnam.

3.2 **EARNEST MONEY DEPOSIT:**

3.2.1 Amount as mentioned at Clause-1 of NIT towards EMD to be enclosed along with technical bid in the form of Demand Draft / Banker's cheque / EFT drawn on any nationalized bank / scheduled bank in the name of "**Bharat Heavy Electricals Limited**" payable at **Visakhapatnam** and should be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.

Modes of deposit:

- (i) Electronic Fund Transfer credited in BHEL account (Before opening of Tender). In case EMD is remitted through EFT mode, the Account details to be mentioned as per below:

<u>BANK ACCOUNT DATA FOR RTGS / NEFT MODE OF PAYMENT</u>		
1	Party Code	:
2	Option	: RTGS / NEFT
3	Beneficiary Details:	
3.1	Name of Beneficiary	: BHARAT HEAVY ELECTRICALS LIMITED
3.2	Address	: NATHAYYAPALEM, VISAKHAPATNAM, ANDHRA PRADESH-530012
3.3	Bank Name	: STATE BANK OF INDIA
3.4	Branch Name	: BHPV BRANCH, BHPV POST, VISAKHAPATNAM
3.4	Account No.	: 33362109398
3.5	Account Type	: Current Account
3.6	Bank IFSC Code	: SBIN0001675
3.7	Bank MICR Code	: 530002006

Kindly note, the Acknowledgement copy to be enclosed with the Technical bid.

- (ii) Banker's cheque / Pay order / Demand draft shall be in favor of BHEL (enclosed along with offer).
(iii) 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).
(iv) The EMD amount in excess of Rs. Two Lakhs may be accepted in the form of Bank Guarantee from scheduled Bank. The Bank Guarantee in such cases shall be valid for at least six months.
(v) Insurance Surety Bonds.
(vi) EMD in the form of CASH shall not be accepted.

3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. No adjustment of EMD shall be made with EMD submitted earlier with other tenders of BHEL or any outstanding amount. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.

3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.

3.2.4 FORFEITURE OF EMD

- (a) EMD by the Tenderer will be forfeited in following conditions, if:
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.
- (i) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA / Contract.
(ii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
(iii) The EMD will be forfeited if the accepted tender is withdrawn
- (b) EMD shall not carry any interest.
(c) EMD of successful tenderer will be retained as part of Security Deposit.
(d) If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.

3.3 SECURITY DEPOSIT (SD):

- 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit shall be as below:
- 3.3.2 **The total amount of Security Deposit shall be 5% of the awarded contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of SD.**
- 3.3.3 **The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into SD.**
- 3.3.4 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- (i) Local Cheques of Scheduled Banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer (EFT) in favour of BHEL.
 - (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
 - (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed / hypothecated / pledged, as applicable, in favour of BHEL).
 - (v) Insurance Surety Bonds.
- Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 3.3.5 At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 3.3.6 **In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the Contractor.**
- 3.3.7 If the value of work done or required to be done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 3.3.8 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, subject to approval of BHEL.
- 3.3.9 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.
- 3.3.10 The Security Deposit will be released along with the final bill or after completion of maintenance period / defect liability period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor. The security deposit component like **FDR, Bank guarantee, and other financial instruments as per NIT should be collected in person from BHEL by the representative who is authorized by the agency.**
- 3.3.11 **Refer Clause-2.1.3 Penalty Terms of NIT for delay in deposition of Security Deposit.**

3.4 STATUTORY REQUIREMENTS:

- 3.4.1 While quoting the rate, the tenderers are advised to take note of BHEL Fair Wages as per circulars issued by BHEL Visakhapatnam HR/IR department payable to workmen.
- 3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (8.33% of state minimum wages), PF (13% of wages i.e., Basic+DA), EDLI (0.5%), ESI, Gratuity, GST whichever is applicable as per norms and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, Andhra pradesh Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
- 3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and und and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, if applicable, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 State Govt. Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the
- 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.
- 3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.
- 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.
- 3.4.8 The tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, if applicable, leave etc.
- 3.4.9 The tenderer shall have to follow the provisions of Payment of Bonus Act 1965, if applicable and Rules 1975, and is liable to pay Bonus to his workers.
- 3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL HPVP direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.4.A COMPLIANCE REQUIREMENTS UNDER NEW LABOUR CODES:

1. In view of the implementation of the new Labour Codes, namely the Code on Wages, 2019, Industrial Relations Code, 2020, Code on Social Security, 2020 and the Occupational Safety, Health and Working Conditions Code, 2020, and the publication of the corresponding Central Rules by the Government of India on 08.05.2026, the Contractor shall ensure strict compliance of all applicable statutory provisions governing outsourced / contractual manpower engaged in BHEL.
2. As per Section 6(1)(f) of the Occupational Safety, Health and Working Conditions Code 2020 read with Rule No. 6 of Chapter III, the Contractor shall ensure that appointment letters in the prescribed format are issued to their workers engaged / deployed under their respective contracts without fail. The appointment letter shall clearly specify the terms and conditions of employment, including designation, nature of work, wages, working hours, place of deployment, and other applicable service conditions, as prescribed under the relevant statutory provisions.

The Contractor shall also ensure that proper records pertaining to the issuance and acknowledgment of appointment letters are maintained and produced whenever required for verification by the Principal Employer, i.e., BHEL, and / or statutory authorities. Additionally, a copy of the appointment letter / order shall be submitted to the HR-Contract Labour Cell for issuance of permit passes to their workers.

3. As per Section 44(1)(a) of the Code on Wages 2019 read with sub rule (1) of Rule No.45 nomination details in Form No. VII is required to be obtained from their workers at the time of induction / joining. Accordingly, the Contractor shall ensure that the prescribed Nomination Form stated above is duly filled in by each of his

worker. The duly completed Nomination Form, along with a copy of the appointment letter, shall be submitted to the HR–CLC duly signed by the BHEL Contract Executing Officer without fail. The Contractor shall ensure timely submission of the above documents for verification and record purposes.

4. In compliance with the directions issued vide Ministry of Labour & Employment Circular File No. 25(08)/2026/IR dated 12.05.2026 and BHEL Corporate Circular No. AA:HR:IR:377 dated 12.05.2026, the Contractor is hereby instructed to ensure timely and regular payment of wages to all outsourced / contractual manpower engaged under their respective contracts.

In this regard, the Contractor is hereby advised to adhere to the following instructions:

- i. Wages to all contract workers shall be disbursed on or before the 7th day of every succeeding month. As per sub rule 1 of Rule 51 under Code of Wages 2019 Wage details / OT / Advances / Fines & deductions for damage & loss to be maintained in Form IV as prescribed.
 - ii. Statutory remittances towards PF and ESI shall be deposited immediately, preferably before the 10th of every month, since contractors recover their workers contributions by the 7th itself and are required only to add their employer's share and remit the same accordingly.
 - iii. Wage registers, PF, ESI challans, proof of payment of wages and related statutory documents shall be submitted along with bills for HR clearance on or before the 10th of every month for smooth processing and timely clearance of Contractor's bills.
 - iv. Any delay in payment of wages, remittance of statutory contributions, or submission of required documents shall be viewed seriously and may invite appropriate action in accordance with the contractual terms and conditions.
5. Further, in accordance with Section 50 of the Code on Wages, 2019 and Section 33 of the Occupational Safety, Health and Working Conditions Code, 2020, all prescribed registers, records, and forms i.e.
- a. Form I – Employer Register
 - b. Form IV – Register of Wages, OT, Advances, Fines & Deductions
 - c. Form V – Wage Slip
 - d. Form IX – Attendance Register / Muster Roll
 - e. Form XX – Register for Leaves with Wages, under OSH&WC Code 2020

under the respective Rules framed thereunder shall be duly maintained with immediate effect and produced for inspection or verification as and when required by the Central Labour department Officials and BHEL.

Any lapse, non-compliance, or violation observed during inspection, audit, or verification shall be viewed seriously and may attract appropriate action as per the terms of the contract and the applicable statutory provisions.

3.5 **MANPOWER:**

- 3.5.1** The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age.
- 3.5.2** The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- 3.5.3** The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.4** The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5** The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6** The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7** The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- Note: Contractor / Contractor's representatives / Contractor's workers shall be permitted inside Factory only on regular passes which will be issued only after submission of respective persons' original Police Verification Certificate along with PF, ESI, dependent & nominee details.**
- 3.5.8** The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 3.5.9** Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.
- 3.5.10** **The Contractor shall obtain License from the Competent Authority if he engages five(5) or more workers under Inter State Migrant Workmen (RE & CS) Act, 1979 in case the contractor engages workers recruited from outside State of Andhrapradesh in which BHEL-HPVP located. The Contractor shall submit a valid Contract Labour License to BHEL, HPVP, Visakhapatnam on or before the date of commencement of contract.**
- 3.5.11** **The Contractor shall arrange ID Cards for all the Contract workers going to be deployed under this contract - to swipe at Entry & Exit of the Factory Gate and to record the attendance by swiping at Work Place after getting gate pass approval from HR/BHEL**

3.5.A SAFETY & PPEs:

- (1) All safety equipment such as safety belts, safety nets, nylon ropes, helmets & other equipment (as required for this work) are to be positioned by the contractor and used as per requirement.
- (2) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- (3) Violation of applicable safety, health & environment related norms, a penalty of Rs. 5,000/- (Rupees Five thousand only) per occasion shall be imposed on the Contractor.
- (4) Violation as above resulting in any physical injury to the contractor's workmen, a penalty of 0.5% of the contract value shall be imposed (maximum of Rs 20,000/-), for each injury case in addition to Rs 5,000/- mentioned herein above.
- (5) **COMPENSATION IN CASE OF DEATH / PERMANENT INCAPACITATION OF PERSON DUE TO UNINTENDED / UNFORESEEN OCCURRENCES:**

BHEL shall recover the amount of compensation paid to victim(s) / legal heirs by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence or any other reason of the 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 Factory / 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 Lakhs)**
 - (ii) **In the event of other permanent disability : Rs 7,00,000/- (Rs Seven Lakhs)**
- (d) **Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the "Employees Compensation Act, 1923".**

Note-1: To meet the above eventualities, Contractor, at his own cost, may purchase required Group Personal Accidental Insurance Policy / Policies insuring for both the above sums assured and maintain its validity throughout the contract period and extended period, if any, covering all the employees deployed in the work by the Contractor and also covering the third party personnel for the damage(s) / injuries / fatalities caused, for whatsoever reason, either by the Contractor or by the employees of the Contractor or by the machinery deployed by the Contractor.

Note-2: If any amount / compensation is required to be paid by BHEL due to failure by the Contractor or due to delay in settlement of compensation by contractor, on account of release of such amount by BHEL, same shall be recovered from the Contractor's bills / any amounts lying with BHEL from any contract across pan BHEL. **The bidder / contractor shall not have claim to any payment of compensation or otherwise.**

(6) SAFETY OF MACHINES, EQUIPMENTS, TOOLS & TACKLES etc.:

- (a) The machines, equipments, tools & tackles of the Contractor brought inside BHEL to carry out the work(s) shall have valid test certificates from a competent authority / agency. Timely renewal of the certificates is to be done in case validity expires during contract period.
- (b) Contractor shall engage only trained and authorised persons to operate cranes, mobile crane / hydras, dozers etc.
- (c) Tools, tackles, slings, chain pulley blocks, D shackles of the Contractor brought inside BHEL to carry out the work(s) shall have valid "fit-to-use" / "fitness" certificate and same shall be inspected by the

concerned departments/agencies and the safety officer before their use. Timely renewal of the certificates is to be done in case validity expires during contract period.

- (d) Electrical portable tools of the Contractor like drilling machine, grinder, cutting machine, switch boards etc., & other electrical equipment shall be fit to use.
- (e) The Contractor shall, at his own cost, provide 3 pin industrial plug tops, switches & sockets with MCB / ELMCB / RCCB to all his Electrical portable tools and no loose / naked connections shall be permitted.
- (f) The Contractor shall, at his own cost, provide and ensure that proper Earthing is available to all his electrical equipment, power tools and switch boards.
- (g) The Contractor's vehicles like tractors, tractor trolleys, trucks etc., engaged in the work shall possess valid fitness certificate, PUC, insurance etc., as per the MVI Act/Rules. Timely renewal of the certificates is to be done in case validity expires during contract period.
- (h) Drivers engaged by the Contractor shall have valid driving license for the relevant type of vehicle.
- (i) Contractor shall provide and ensure that flashback arrestors both at cylinder and torch end are properly installed to the gas cylinders, Oxy-Acetylene cutting sets.
- (j) The Contractor shall, at his own cost, provide and ensure that valve caps are fixed to the gas cylinders while carried / moved in trolleys and ensure chaining of cylinders at all times.

(7) SAFETY OF MANPOWER / PERSONNEL:

- (a) The Contractor shall not engage a person who is less than 18 years of age.
- (b) All persons deployed by the Contractor for the work inside BHEL shall be Medically Fit and fitness certificate to this effect shall be submitted at the time of applying for entry passes.
- (c) All persons deployed by the Contractor for the work inside BHEL shall attend Safety Training Program provided by Safety Engineering Dept., without fail before obtaining entry passes and commencing the work by the Contractor.
- (d) No contract labour will be allowed to enter into BHEL premises without PPEs (i.e., Safety Shoes & Safety Helmet etc.)
- (e) The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.
- (f) The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- (g) The Contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- (h) It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees Compensation Act and Public Liability Act as applicable, take steps to properly insure against any claims thereunder.
- (i) In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act, VIII of 1923 whether by the contractor or by BHEL as Principal Employer, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
- (j) The Contractor shall conduct daily safety PEP talk / safety briefing before starting the works.

- (k) BHEL has the right to direct the Contractor to remove from BHEL premises such personnel who may be physically or hygienically or clinically or medically unfit or who disobey safety norms or who cause safety hazard to themselves and/or to other personnel.
- (l) **ROOF WORK ACCESS:** The Contractor shall, at his cost, provide and ensure that while working on roofs or at heights, Roof Top Ladders, Crawler boards, Duck Ladders, Cat Ladders etc., are strictly used by their personnel.
- (m) **LIFE LINE & SAFETY HARNESS:** The Contractor shall, at his cost, provide and ensure that their personnel shall always use a minimum 8mm dia Stainless Steel (SS) rope as “Life Line” for anchoring Double Lanyard Safety Harness conforming to IS 3521 or a more advanced standard, while working at heights of more than 1.8m above ground level. The Contractor or the Contractor’s Safety Supervisor shall strictly ensure that the Double Lanyard Safety Harness worn by the workers is securely fastened to the SS Life Line rope. Other materials for the Life Line rope shall be permitted only under exceptional conditions.
- (n) **FALL ARRESTERS:** The Contractor shall, at his cost, provide and ensure that wherever considered necessary or as directed by the Engineer-In-Charge, Retractable Fall Arresters / Rope Grab Fall Arrestors are compulsorily used by their personnel.
- (o) **SAFETY NETS:** The Contractor shall, at his own cost, provide and ensure durable and good-quality Safety Nets conforming to IS 11057 or more advanced standard, covering at least double the work area, including walkway areas, by fastening the ends of the net firmly to nearby permanent supports.
- (p) ***Following are some of the standards for compliance of Safety.***
- (i) IS13416 PART 1: Preventive Measures Against Hazards at Workplaces - Recommendations~ Part 1 Falling Material Hazards Prevention
 - (ii) IS13416 PART 2: Preventive Measures Against Hazards at Workplaces - Recommendations Part 2 Fall Prevention
 - (iii) IS11057: Specification for Industrial Safety Nets
 - (iv) IS 3696 PART 1: Safety Code for Scaffolds and Ladders
 - (v) IS 3696 PART 2: Scaffolds and Ladders
 - (vi) IS 4014 PART II: Code of Practice for Steel Tubular Scaffolding Part II, Safety Regulations for Scaffolding
 - (vii) IS 4912: Safety Requirements for Floor and Wall Openings, Railings and Toe Boards
 - (viii) IS 3521: Industrial Safety Belts and Harnesses – Specification
- (q) Contractor shall ensure that PPEs mentioned herein below are used by the workmen while working inside BHEL, as per work requirement.
- (8) GENERAL SAFETY COMPLIANCES BY THE CONTRACTOR / CONTRACTOR’S PERSONNEL:**
- (a) The Contractor shall, at his own cost, provide and ensure standard scaffolding with suitable platform, toe guard, railing and proper approach for safe access to work area.
- (b) The Contractor shall daily obtain “Safety Work Permit” such as Height Work Permit, Hot Work Permit, Excavation (Earth Cutting/Trenching) Permit, Confined Space Entry permit before commencing the work, and also if the work contains hot works, welding, cutting works at heights etc.
- (c) **Personnel deployed by the Contractor for height works (3m and above) shall be subjected to Vertigo test in BHEL from time to time as per BHEL Norms. Disqualified personnel shall not be permitted for carrying out height works.**
- (d) The Contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
- (e) If any leakages are noticed from nearby LPG lines, valves, stop the work and inform the concerned.
- (f) The work area shall be cordoned off by the contractor to avoid movement of other persons / vehicles.
- (g) The power tools used during the work shall be insulated and in good condition.

- (h) Unless otherwise required for the work, contractor shall ensure that the work area is free from inflammable materials.
- (i) While carrying out any repair works nearby Liquefied Petroleum Gas (LPG) pipelines, isolation of gas supply shall be ensured by the contractor.
- (j) Contractor shall provide fire retardant cover / enclosure for the LPG lines and other pipelines which require protection from fire.
- (k) If any hazardous waste is generated during execution of work, the same shall be disposed suitably by the Contractor as per the applicable norms and procedures.
- (l) Contractor shall provide adequate number of suitable portable fire extinguishers and sand buckets to mitigate fire exigencies.
- (m) Water buckets / Fire Extinguishers shall be kept ready by the contractor to immediately put off any fire arising out in dry bushes, in & around the work area.
- (n) The Contractor and his workmen shall strictly follow the safety instructions at site/workplace as mentioned below:
 - (i) Compliance to the usage of Personal Protective Equipment (PPE) such as Full Body Safety harness, Safety Shoes, Safety Helmets and work-related other PPEs while doing the work.
 - (ii) Ensuring safety & safe operation of the equipment brought from outside such as Gas Cylinders, welding equipment, dismantling & lifting machinery/equipment etc.
- (o) Continuous Supervision of the work and ensuring that the safety systems and procedures are implemented effectively during the work.
- (p) The working team / group shall always carry a **First Aid Box** with all relevant medicines.
- (q) Dismantling, lifting plan / methodology along with safety measures / precautions to be followed during the work shall be submitted by the contractor before carrying out the work.
- (r) The Contractor shall commence the work only after approval of this plan / methodology by BHEL.
- (s) A display board with emergency contact numbers viz., fire station, ambulance, contract executing officer etc. shall be kept at the site by the contractor at his own cost.
- (t) Ignitable materials such as dry grass, weeds, or any other combustible materials shall be removed from the work area.
- (u) Warning Signs: Contractor at his own cost shall provide Display boards like "Work under Progress", "No Smoking" etc., at the work area.
- (v) Any other safety instructions as stipulated by BHEL from time to time shall be complied with by the contractor and his personnel.
- (w) Workmen insured under ESI Act and PF Act only shall be engaged in the work. The persons not covered under the provisions of ESI Act and PF Act shall not be permitted inside BHEL Factory. Entry Pass to the labour shall be issued only upon fulfillment of this clause and attending Safety Training.
- (x) Power shut down shall be taken by the contractor before commencement of the work wherever power cables are running.
- (y) **The Contractor shall comply all safety norms not limiting to providing safety banners, caution boards, safety bands, safety ribbons, safety cones, diversion boards, work in progress boards etc., wherever required, at his own cost**
- (9) **DEPLOYMENT OF SAFETY SUPERVISOR:**
For Works involving Fabrication / Erection / Electrical works or height works /works at roof top, Contractor at his own cost has to deploy one exclusive **SAFETY SUPERVISOR** to look after the compliance Safety precautions & norms in coordination with BHEL Contract executing Dept., and Safety Dept. **Refer Clause 2.1.3 of NIT for Penalty for non-deployment of Safety Supervisor.**

(10) **LIST OF PPEs (Personal Protective Equipment):**

The total safety of operation is Contractor's responsibility. Contractor shall provide the following compulsory and work-related PPEs to each workman, at his own cost. The Contractor shall also provide additional PPEs required if any, at his own cost, in executing the contract.

Compulsory PPEs:

- (a) Two pairs of dresses (Uniforms) along with stitching.
- (b) One safety helmet per annum. Helmet to be replaced as & when it is damaged.
- (c) One pair of safety shoes per annum along with two pairs of socks.
- (d) Dust masks (Min. 24 per annum)
- (e) One pair of hand gloves (leather) per month for material handling

Work related PPEs (as per work requirement):

- (a) Gum boots & hand gloves suitable to protect from electrical conductivity
- (b) Gum boots & hand gloves suitable to protect from hot bitumen / bituminous material
- (c) Safety goggles (UV Protective glasses) (min. three per annum)
- (d) Safety goggles for Grinders (min. four per annum).
- (e) One Hand shield per annum.
- (f) One Head / Face shield per annum
- (g) One pair of hand gloves (leather) per month for material handling
- (h) Electrical Hand Gloves for working on electrical power lines
- (i) Cora cloth ½ m per month.
- (j) One soap per month.
- (k) Ear Plugs (Min.12 per annum).
- (l) Full Body Safety Belts / Full Body Harness (Tested & examined once in every six months. Certificate to be submitted) in case of all height works.
- (m) Fire retardant Protective Clothing and Aprons
- (n) Face Masks, gas mask, breathing apparatus & other equipment as required for the work etc.
- (o) Any other relevant Personal Protective Equipment
- (p) Retractable Fall Arresters (RFA)

Notes on SAFETY:

- (i) Each & Every PPE item should follow BHEL Safety Engineering Standards.
- (ii) The Contractor shall provide and issue all PPEs including Uniforms to all his employees deployed under the contract at the beginning of the Contract, at his own cost.
- (iii) ***Unless otherwise specified in the Contract, BHEL shall not pay or compensate any amount to the Contractor in compliance of the SAFETY & PPEs Clause of the NIT or providing above PPEs or any other additional PPEs required for the work in complying safety norms or precautions.***
- (iv) ***The Contractor shall also comply all Safety precautions, Operational Procedures and preventive measures issued by BHEL from time to time at his own cost including instructions issued by during course of execution and BHEL shall not pay or compensate any amount, in this regard.***
- (v) ***The rates include the cost of providing all Safety PPEs / Safety equipment by the contractor for complying the above and also for complying the instructions issued by BHEL from time to time, during course of execution.***

3.6 PERIOD OF CONTRACT:

- 3.6.1 The Period of Contract shall be as mentioned in the LOA / Contract (Clause 1 of NIT).
- 3.6.2 This is a time bound contract and time shall be deemed to be the essence of the contract. In the event of failure by the Contractor to complete the work within stipulated time, the Contractor shall be liable to pay Liquidated Damages as per Clause 2.1.4 of NIT.
- 3.6.3 In case of any delay in completion of Contractual Milestone(s) and/or overall work, for whatsoever reason, the Contractor shall submit a written request to BHEL seeking extension of time for the relevant Milestone(s) or for the overall Contract Period, as applicable.
Such request shall be submitted by the Contractor **at least twenty-one (21) days prior to the scheduled date of completion**, clearly indicating the following:
- (i) The additional time required for completion of the work; and
 - (ii) The reasons for the delay, which are not attributable to the Contractor.
- 3.6.4 The Period of Contract may be extended further, if mutually agreed upon by both the parties, on the same awarded rates and under the same terms and conditions of the Contract.
- 3.6.5 In the event that the Contract Period is **provisionally extended** for any further period, **irrespective of whether such extension is necessitated due to reasons attributable to the Contractor or not attributable to the Contractor, the Contractor shall furnish additional security equivalent to 10% of the Contract value in the form of a Bank Guarantee (BG)** or in any other form acceptable to BHEL. Such additional security shall be furnished irrespective of the Security Deposit already furnished by the Contractor at the time of commencement of the contract and/or deducted during the course of execution of the Contract.
- 3.6.6 If, for any reason whatsoever, the Contract Period or the time for completion of the Contractual Milestone(s) is extended beyond the originally scheduled duration, the Contractor shall continue to be liable for Liquidated Damages in accordance with Clause 2.1.4 of the NIT, as well as for contractual penalties for delay in completion of Milestone(s), as envisaged in the Contract, excluding the period of delay not attributable to the Contractor.
- 3.6.7 BHEL is at liberty to terminate the Agreement by giving 30 days notice in writing.
- 3.6.8 **Date of Commencement:** Irrespective of the actual date on which the Contractor physically commences the work and irrespective of recovery of any penalty for delay in commencement of work as per Clause 2.1.3 of NIT, the **Date of Commencement of Work** shall, for all contractual and scheduling purposes including computation of completion timelines for Milestones and determination of the overall Completion Date of the Contract, be reckoned as the **BHEL working day immediately following the later of the following events:**
- (i) **expiry of one (1) week** from the date of issue of the Letter of Intent (LOA); or
 - (ii) **expiry of one (1) week** where BHEL has specifically requested earlier commencement; or
 - (iii) **expiry of one (1) week** after the date on which site clearance for commencement of work is issued by BHEL

The Contractor shall have no claim for extension of time, compensation, or additional payment on account of such deemed Date of Commencement.

3.6.A RIGHT OF BHEL TO PRIORITISE WORK:

3.6.A.1 **General:**

Notwithstanding anything contained elsewhere in this Contract, the Contractor accepts that BHEL reserves the right, at any stage of the Project, during the Contract Period of its extended period, to direct the Contractor in writing to immediately commence, expedite, or complete any portion of the contractual work.

Such direction may be issued whenever BHEL, in its sole discretion, considers it necessary to:

- (i) meet BHEL's production, commissioning, or delivery schedules;
- (ii) achieve BHEL's turnover or project milestones;
- (iii) coordinate or interface with other executing agencies; or
- (iv) facilitate mobilisation or progress of interdependent works.

These directions may arise from

- (i) commitments or assurances given by the Contractor during meetings or correspondence; or
- (ii) operational or site exigencies as determined by BHEL; or
- (iii) any other project requirement assessed by BHEL.

3.6.A.2 Obligation of the Contractor:

Depending on the nature and severity of the work requirement arising at site or based on complaint received, each case shall be classified into one of the following three categories:

- (i) **Critical,**
- (ii) **Urgent, or**
- (iii) **Routine**

Upon receipt of written instruction from BHEL or the Engineer-In-Charge, the Contractor shall, without any demur or claim for additional compensation, time extension, or modification in contractual terms, promptly mobilise adequate manpower, equipment, and materials to execute the prioritised work on the highest priority basis to the satisfaction of the Engineer-in-Charge, as per following timelines or as specifically communicated by the Engineer-In-Charge:

- (i) **Critical** requirement / complaint — to be attended **within 24 hours;**
- (ii) **Urgent** requirement / complaint — to be attended **within three (3) working days;**
- (iii) **Routine** requirement / complaint — to be attended **within seven (7) working days.**

3.6.A.3 Failure to comply:

Failure or unwillingness on the part of the Contractor to comply with such direction shall constitute a default under this Contract. In such case, and without prejudice to any other right or remedy available to BHEL under law or this Contract, BHEL may:

- (i) exclude the relevant portion of work in part or full from the Contractor's scope;
- (ii) have the excluded work executed through any other agency.

3.6.A.4 Treatment of Excluded Work:

(a) Within the Contractual Period:

If, at the time of exclusion, the relevant portion of work still falls within the contractual period for completion of milestones or any timelines specified in the contract or within the overall contractual completion period where no specific timelines are defined, such exclusion shall not entitle the Contractor to any financial claim or compensation. BHEL shall be at full liberty to have the excluded work executed through any other agency, without any cost or liability towards the Contractor, and without such action being deemed as a breach or deviation from the Contract.

(b) Beyond the Contractual Period / Delayed Work:

If the excluded work is overdue, delayed, not commenced or not completed within the contractual period for completion of milestones or any timelines specified in the Contract, or within overall contractual completion period where no specific timelines are defined, such exclusion shall be deemed as a **Breach of Contract** by the Contractor. In such event, BHEL shall be entitled to execute the said work through any other agency at the risk and cost of the Contractor. All additional expenses incurred by BHEL in executing such work, including penalties, Liquidated Damages as applicable under this Contract, shall be recovered from the Contractor. Such recoveries may be affected from any dues payable to the Contractor, from the Performance Security, or from any other monies of the Contractor held by BHEL.

3.6.A.5 Execution of excluded work by BHEL through another agency shall not relieve the Contractor from any of its obligations, responsibilities, or liabilities under the Contract for the balance or remaining works. BHEL's decision in this regard shall be final and binding on the Contractor.

3.6.A.6 Nothing contained in this Clause shall be construed to limit or restrict any other rights or remedies available to BHEL under the Contract, including the right to terminate the Contract, impose liquidated damages or penalty, or invoke the Performance Security, wherever applicable.

3.7 FAILURE TO COMPLY WITH CONTRACT:

- 3.7.1** Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- 3.7.2** In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 3.7.3** In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the contractor or by initiating appropriate legal action.
- 3.7.4** In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Contractor or by initiating appropriate legal action.

3.8 PAYMENT TERMS:

- 3.8.1 Payment to the Contractor shall be based on the quantum of work executed as certified by the Engineer-In-Charge.
- 3.8.2 The Contractor shall submit the invoice(s) only through BHEL Suvidha - Unified Supplier Portal (<https://suvidha.bhel.in/>) or as directed by BHEL, from time to time.
- 3.8.3 The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour.
- 3.8.4 Normally, the periodicity of payment to the contractor shall be on a calendar month basis subject to submission of necessary documents by the Contractor.
- 3.8.5 Bills shall generally be submitted by the Contractor on a **calendar monthly basis**, complete in all respects and accompanied by all requisite documents, including **IR Clearance, GST-invoice, and other supporting documents**, as applicable. Subject to compliance with the above requirements by the Contractor, payment shall be made within **45 days for MSE (Micro/Small), 60 days for Medium Enterprise, 90 days for non-MSEs from the date of submission of correct/ complete bill with all relevant documents to Engineer-in-Charge.**
- 3.8.6 No interest shall be payable by BHEL on Earnest Money Deposit (EMD) or Security Deposit (SD) or any money due to the contractor by BHEL.
- 3.8.7 No interest shall be payable by BHEL for any delay in release of payments. The Contractor shall not be entitled to claim any interest, damages, or compensation on account of delay in payment of any sum due under the Contract.
- 3.8.8 Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.
- 3.8.9 Following conditions shall be adhered strict during the contract period:
(a) In case there is fall in the achieved output vis-à-vis desired output, contractor shall be warned in two spells.
(b) If the unsatisfactory performance repeats, contract is liable to be short closed.
- 3.8.10 **The first bill shall be paid to the Contractor only after disbursement all the required PPE's to the work force by the Contractor and submits the relevant documents to BHEL for verification.**
- 3.8.11 The Contractor shall initially pay the wages, and other statutory payments etc., within the specified time, related to his workers and then claim bills from BHEL. The contractors would be required to submit their claims / bills along with the proof of payment of wages, PF, ESI etc., to the respective **Statutory Departments**. The claims / bills will be scrutinized, certified and processed for payment by the respective user department(s) and **forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.**
- 3.8.12 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPEs by their workmen.
- 3.8.13 Penalty shall be calculated as per respective clause and such amount shall be deducted from running bill on monthly basis.
- 3.8.14 **Execution of non-envisaged items (like Extra / Supplementary items):**
If so requested by BHEL during the Contract Period or its extended period(s), the Contractor shall also execute any item(s) of work which were not originally envisaged in the Contract but are otherwise necessary for the propoer and successful completion of the work, without any refusal or delay. The unit rates for such new items shall be derived as under:
(i) For items available in **Delhi Schedule of Rates (DSR) 2023** published by CPWD - the unit rates shall be **75% of the unit rates derived from the Delhi Analysis of Rates (DAR) 2018** published by CPWD, by applying the same percentage increase or decrease (excess/less) as that applied to the awarded rates of the Contract.
(ii) For items not availabile in DSR but available in any previously awarded BHEL Contract(s), the rates shall be arrived from that Last Procured / Purchased Rates (LPR) of such Contract(s), with

a **nominal escalation of 5% for every completed financial year** between the date of award of the Contract(s) considered for LPR and the date of award of the present Contract. Part financial years shall not be considered for escalation. In case a combination of two or more LPRs is required for arriving at the rates of such item(s), the same shall be appropriately considered on a weighted or proportional basis, as deemed suitable by BHEL.

- (iii) For items not available in DSR or previous BHEL Contracts, the rate shall be the lowest of three competitive quotations obtained by BHEL — one of which shall necessarily be from the present Contractor.

Note: The decision of the Engineer-in-Charge regarding the derivation, reasonableness, and applicability of such rates shall be final and binding on the Contractor.

3.8.15 Contractor shall submit final measurements including IR Clearances within TWO (02) months from the actual date of completion of the work.

3.8.16 Payment of Fabrication Charges:

- (1) In the case of Contractor-supplied material, where the fabrication work has been completed and the fabricated materials are either brought inside the factory premises on weighment basis or are lying within the factory premises, but the Erection work is still pending or in progress, BHEL may, with a view to easing the Contractor's cash flow, release an advance up to FIFTY percent (50%) of the fabrication charges, subject to the following conditions:

- (a) Receipt of specific request from the Contractor;
- (b) Submission of proper documentary records to the satisfaction of BHEL;
- (c) Submission of an undertaking by the Contractor confirming that the fabricated items for which such advance is sought shall be erected in place within three (3) calendar months from the date of release of advance amount.

The balance fabrication charges shall be released only after completion of erection, after adjustment of the advance amount already released. Mere completion of fabrication shall not qualify for release of fabrication charges.

In the event of delay in erection beyond the aforesaid period of three (3) calendar months, the advance amount released towards fabrication charges for the items remaining unerected shall be recovered from any of the amounts due or lying with BHEL along with interest at the rate of eighteen percent (18%) per annum, which shall be non-refundable. Such interest shall be calculated from the date immediately following expiry of the said three-calendar-month period until the actual date of erection of the respective items.

However, upon completion of erection, the recovered advance amount, excluding the interest component, shall be re-released to the Contractor, subject to submission of a certificate by the Contractor indicating the date of erection of the respective items and acceptance thereof by BHEL.

In the event of abnormal delay in erection, and if the fabricated items are erected through any other agency by BHEL, any advance amount released towards fabrication charges and remaining unrecovered shall be deemed to have been fully adjusted and paid to the Contractor, and no further claim whatsoever shall lie against BHEL in this regard.

- (2) In the case of BHEL free-issue material, payment towards fabrication of Structural Steel items, foundation bolts, anchor bolts etc., shall be released only after completion of Erection of the respective items. Mere completion of fabrication shall not qualify for payment of Fabrication charges.

3.9 PRICE VARIATION CLAUSE:

This is a Firm Price Contract.

The awarded rates shall remain firm and unchanged throughout the entire Contract Period and also during any extended period(s), if granted, irrespective of the reasons for such extension.

During the Contract Period and/or during its extended period(s), if granted (irrespective of reason for extension), **BHEL shall not pay or compensate the Contractor** for any escalation, additional cost, or claim whatsoever, arising out of or attributable to any reason including, but not limited to:

- (i) increase in wages, statutory contributions (PF, ESI, Bonus etc.);

- (ii) increase in the cost of raw materials, consumables, or finished goods;
- (iii) increase or decrease in scope of work;
- (iv) increase or decrease in awarded quantities;
- (v) increase or decrease in sanctioned budget;
- (vi) change of location;
- (vii) increase or decrease in time allocated for completion of either entire or partial scope of work;
- (viii) increase in mobilisation of additional resources for early completion of work; or
- (ix) any other cause whatsoever not specifically mentioned above.

3.10 SUB-CONTRACTING:

The Contractor shall not sub-contract, sub-let, transfer, assign or otherwise delegate the Contract, either in full or in part, to any individual, firm or company without the prior written consent of BHEL.

Any unauthorised sub-contracting or sub-letting, transfer, or assignment shall constitute a Breach of Contract, and BHEL shall be entitled to take appropriate action, including but not limited to:

- (i) withdrawal or curtailment of the portion of work so sub-contracted;
- (ii) termination of the Contract;
- (iii) forfeiture of the EMD, Security Deposit and/or performance guarantee; and
- (iv) recovery of any losses, damages, or additional expenditure incurred by BHEL on account of Breach of Contract, from any amounts due to the Contractor (including pending bills, claims, or guarantees).

Note: All remedies available to BHEL under this clause shall be without prejudice to any other rights or remedies available to BHEL under the Contract.

3.11 LAWS GOVERNING THE CONTRACT:

- 3.11.1** The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- 3.11.2** All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- 3.11.3** All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

3.12 LEGAL JURISDICTION:

This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to Clause 5 of this NIT, the Civil Court having original Civil Jurisdiction at Visakhapatnam, Andhrapradesh, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

3.13 **MAINTENANCE & DEFECT LIABILITY PERIOD:**

- 3.13.1 The Maintenance & Defect Liability Period for the contract shall be as mentioned in the LOA / Contract (Clause 1 of NIT), commencing from the next calendar day following the actual date of completion of the Contract / Work whichever is later.**
- 3.13.2 The Contractor shall, at his own cost, carry out all rectifications, repairs or reconstructions of the works as may be directed by the Engineer-In-Charge for any kind of damage to the structure(s), arising due to any reason whatsoever, throughout the Contract Period, including any extension thereof, and until completion of the Maintenance & Defect Liability Period, whichever is later. All such works and associated expenditure shall be borne entirely by the Contractor, and no payment shall be made by BHEL on this account.**
- 3.13.3 Cement, Reinforcement Steel, Structural Steel, Electricity, and Water supply, if required during the Maintenance & Defect Liability Period, shall be issued to the Contractor on recoverable basis at punitive rates as stipulated in respective Schedules of NIT.**
- 3.13.4 The Security Deposit shall be released only after satisfactory completion of the work, including the Maintenance & Defect Liability Period, and after obtaining I.R clearance and processing of the final bill.**

3.14 **CONFLICT OF INTEREST AMONG BIDDERS / AGENTS:**

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment / procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers / suppliers shall be preferred. However, if the OEM / Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from both the manufacturer / supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with / or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner / JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies / guidelines.

3.15 BREACH OF CONTRACT:

3.15.A Acts or Omissions Constituting Breach of Contract:

The following shall constitute a Breach of Contract on the part of the Contractor:

- (1) Failure to supply material / equipment or failure to complete the work within the contractual delivery / completion period, or any duly extended period.
- (2) Failure to perform the work as prioritised under Clause 3.6.A (Right of BHEL to Prioritise Work) of NIT.
- (3) Failure to deliver work / equipment / material conforming to the Contract quality requirements.
- (4) Failure to replace defective work / equipment / material / component in compliance with Clause 3.13 (Maintenance & Defect Liability Period) of NIT.
- (5) Withdrawal from or abandonment of the work prior to contractual completion.
- (6) Subcontracting, subletting, transferring, assigning or otherwise delegating the Contract — either in full or in part — without prior written consent of BHEL, contrary to Clause 3.10 (Sub-Contracting) of NIT.
- (7) Failure to comply with statutory requirements, including applicable Labour Laws, Codes, or any statutory obligations.
- (8) Failure to comply with any contractual condition or committing any default attributable to the Contractor.
- (9) Any other lapse, omission or reason attributable to the Contractor which adversely affects contractual performance.
- (10) Any of the declarations furnished by the Contractor at the time of bidding and/or entering into the Contract for the work are found untruthful or false or misleading and such declarations were of a nature that could have resulted in non-award of contract to the Contractor or could expose BHEL and/or Owner to adverse consequences, financial or otherwise.
- (11) If the Contractor or any personnel deployed by the Contractor either under this contract or any other contract awarded by BHEL to the Contractor is convicted of any offence involving corrupt business practices, anti-national activity or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL / Owner.

3.15.B Remedies in case of Breach of Contract:

Without prejudice to any other rights and remedies available to BHEL under the Contract or under law, the following remedies shall apply in the event of Breach of Contract:

- (1) Upon identification of a Breach of Contract, BHEL shall issue a written Notice of Breach to the Contractor, requiring corrective action within fourteen (14) days.
- (2) For breaches arising under Clause 3.6.A (Prioritised Work) of NIT, the Contractor shall be given a notice period up to a maximum seven (7) days to improve the progress.
- (3) If the Contractor fails to remedy the breach within the specified period to the satisfaction of BHEL, BHEL reserves the right to take any remedial action available under the Contract.
- (4) In case of Breach of Contract (other than arising under Clause 3.6.A of NIT), wherever the value of security instruments like performance bank guarantee, Security Deposit available with BHEL against the said contract is at least 10% of the contract value, the same shall be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e., available bills of the contractor, retention amount, etc., with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier / contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
- (5) In case of Breach of Contract arising out of Clause 3.6.A of NIT, the remedial measure shall be as per Clause 3.6.A.4 of NIT.

3.16 **SUSPENSION OF BUSINESS DEALINGS:**

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

1. Integrity commitment, performance of the contract and punitive action thereof:

2. **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.

3. **Commitment by Bidder/ Supplier/ Contractor:**

- (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 Bharatiya Nyaya Sanhita, 2023 or any other law in force in India.
- (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.
- (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 indulges in malpractices, 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 Bharatiya Nyaya Sanhita, 2023 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.

4 **DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
 - (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Visakhapatnam or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- 4.6 BHEL, HPVP, Visakhapatnam – Andhrapradesh is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising

during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc.

The contractor shall arrange for filing of family declaration forms in respect of their contract labours and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.

- 4.7** Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- 4.8** The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 4.9** Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 4.10** The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
- (i)** Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
 - (ii)** Annual Return in Form 6A along with Form 3A.
(till this procedure is discontinued by the PF authorities)
- 4.11** The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995.
- (i)** Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - (ii)** Attendance.
 - (iii)** Wage Register.
 - (iv)** Any other documents / registers as required
- 4.12** The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.
- (i)** The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii)** The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
 - (iii)** The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers' PF Contribution and Administrative charges, if any, are already included in the estimated price of BHEL.
- 4.13** The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965 if applicable. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 on completion of contract as per HR-IR circular / instructions issued from time to time and to keep all the records in Form C as per the said Act.
- 4.14** The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.

- 4.15** In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 4.16** **The Wage period for the Workmen of Contractor engaged shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (i.e., on 7th day of the calendar month following the wage month) irrespective of delay in payment of Bill by BHEL to the contractor, for whatsoever reason.**
Note: The disbursement of wages shall be preponed to the 6th day, if the 7th day happens to be a holiday.
- 4.17** Failure to pay the wages by 7th of every month will lead to taking of necessary action in accordance with the relevant Laws, Rules & Regulations.
- 4.18** **Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for future tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.**
- 4.19** **Upon demand, the Contractor shall submit Contractor's bank account statement(s) containing the payment of wages to all workers, including but not limited to masons, carpenters, bar-benders, helpers, fabricators, welders, riggers, gas cutters, grinders, operators, Site Supervisors, Safety Supervisor, Safety Engineers, Site Engineers, Project Manager or any other personnel whoever has been deployed for the work, within two weeks or as directed by the Engineer-In-Charge.**
Failure to submit the bank account statement within the stipulated time shall be construed as non-payment of wages, rendering the Contractor liable for disqualification from future tenders.
- 4.20** The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills / Claims from BHEL as well as EFT of wages / OT / other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
- 4.21** The Contractor shall be required to issue monthly Wage slips / OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage / OT Slips for the previous month / current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPVP, Visakhapatnam, Andhrapradesh-530012 before submitting claim for refund of Security Deposit for the respective years.
- 4.22** In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.23** The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.24** The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.25** **NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL):**
(i) The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
(ii) Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
(iii) In addition to the above holidays mentioned herein above, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, Visakhapatnam, Andhrapradesh. also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.26** **GENERAL ELECTIONS:** If the General Elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.

- 4.27** The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof.
- (i) Leave Register Form No. 15
 - (ii) Nomination Form No. 25
- 4.28** The contractor will extend leave with wage to his workers at the rate of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.
- 4.29** Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
- 4.30** The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.31** The Contractor shall be required to deposit GST as applicable to Central and State Tax Authority, Visakhapatnam before the stipulated date, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof / necessary documents of the same.
- 4.32** Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.33** All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.34** Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC / ST / OBC, ESI No, PF No. and the family details.
- 4.35** The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, Andhrapradesh Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.
- 4.36** Contractor shall indemnify BHEL against all losses, claims, prosecutions etc., under any law.
- 4.37** The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.38** The contractor shall maintain proper discipline of his workmen and shall ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor shall also be responsible for the good conduct of his workmen.
- 4.39** The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 4.40** In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole.
In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 4.41** The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.42** Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit.

The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

- 4.43 During the period of contract, if the contractor is awarded any other job work contract in BHEL, the contractor shall have to inform the designated BHEL official before accepting the other work.
- 4.44 In case of failure on the part of the Contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by the tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor as per direction of Engineer-In-Charge, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order shall also form a part of the Agreement.
- 4.47 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 4.48 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.49 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.50 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.51 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.
- 4.54 **Smart mobiles are not permitted inside factory premises.** It is the sole responsibility of the Contractor to ensure that neither the Contractor, nor his representatives, nor any of his workmen bring smart mobiles into the factory. For communication purposes, **feature mobiles without camera may be permitted on a case-to-case basis.**

In case, Contractor or any of the Contractor's personnel unauthorisedly bring mobile phone(s) into the factory, the same shall be liable for permanent confiscation, for which the Contractor shall be held solely responsible.

5 CONCILIATION & ARBITRATION:

5.1 CONCILIATION:

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from 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 in http://www.bhel.com/index.php/story_details?story=2454 .

5.2 ARBITRATION:

- 5.2.1** Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution (to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- 5.2.2** A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- 5.2.3** After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... (to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged
- 5.2.4** The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules
- 5.2.5** The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be (to be identified by the contract issuing agency)(i. e. New Delhi for Delhi/NCR based Units).
- 5.2.6** Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at..... (i.e. New Delhi for Delhi/NCR based Units).

- 5.2.7** Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- 5.2.8** It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores
- 5.2.9** In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause
- 5.2.10** In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 21.2.9. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

6 CONTRACT WORK DESCRIPTION: SCHEDULE-A

Name of the work: “ Civil & Structural works for construction of industrial shed (Size:160Mx30Mx14M) including Equipment foundations at BHEL Visakhapatnam”.Reg

ITEM No.	DESCRIPTION OF ITEM	QTY.	UNIT	Rate inclusive of GST	Amount inclusive of GST
1	Structural Design, Analysis and Drawings (erection and production drawings) The scope of work shall include the following: (i) Soil Investigation, Basic structural layout drawing, Structural Analysis,Design, Vetting and Recommendations. Carrying out detailed soil investigation and preparation of the Structural Design, Analysis, Design Calculations, Reports and Recommendations for the proposed industrial shed and associated structures. The complete structural design and analysis shall be duly vetted by Andhra University (AU) / JNTU Kakinada / IIT / NIT / any Government Engineering College in India, as approved by BHEL.(Native analysis & design STAAD file to be submitted to BHEL after approval of the same by concern agency) (ii) Preparation and Submission of Drawings Preparation and submission of five (5) complete sets of all required 2D and 3D structural drawings, including General Arrangement (GA), foundation, column, pedestal, crane beam (10Ton Capacity Cranes- 2Nos), roof beam, roof truss, roof slab, connection and other detailed drawings, as applicable. Drawings shall be submitted as colour prints in A1 size sheets, duly signed and stamped by the authorized structural design consultant. AS built drawings in soft form to be handed over to BHEL after completion of job. (iii) Structural Design and Analysis Carrying out detailed structural design and analysis for all foundations, columns, pedestals, crane beams (10Ton Capacity Cranes- 2Nos), roof beams, roof trusses, roof slabs and other structural components involved in the work. The design shall be earthquake-resistant and shall conform to the latest applicable BIS/IS codes and standards, including loading requirements as per IS 875 (all relevant parts) and other applicable codes. The complete shed structural design shall be carried out based on the raw materials specified/provided by BHEL, including the	1	LS	9,97,500.00	9,97,500.00

	material grades, sizes and sections indicated in Annexure-2. The design shall optimize the structural arrangement and member sizes while ensuring structural safety, serviceability, stability, durability and compliance with all applicable statutory requirements.				
A- DISMANTLING ITEMS					
2	Dismantling / removing / demolishing as the case may be of the following by manual/ mechanical means and carefully stacking the serviceable materials at site of work or conveying and handing over the same with proper records at HPVP stores and disposal of unserviceable materials by transporting and dumping in the nearby low-level areas within the premises of HPVP. All as per instructions of Engineer-in-charge.				
a	Brick work in cement mortar	189	CUM	1,957.00	3,69,873.00
b	RCC works including stacking of steel bars.	38.45	CUM	3,373.69	1,29,718.28
c	GI sheets from side cladding including gutters and down take pipes	1980	SQ.M.	156.70	3,10,270.95
d	Steel structures/steel works in builtup sections including crane runway beam, columns, side sheet runners and truss work and proper stacking of items for handing over to BHEL.	100	MT	5,367.50	5,36,750.00
B – EARTH WORK					
3	Earthwork in excavation in foundations/ Trenches in soils given below by mechanical means (Hydraulic excavator)/manual means and depositing the excavated earth at suitable places within the initial lead of 50 meter and initial lift of 1.5 meter for foundation in building works, roads, narrow drains, sewers, bridges, pipe lines etc., sectioning the sub grade to proper level and grade, watering and consolidating the sub grade to receive concrete bed, all as per standard specifications and instructions of Engineer-in-charge. <u>Rate also</u> includes bailing or pumping out water during excavation due to subsoil water. rain etc. Note: If any existing electrical cables are uncovered during excavation, they must be re-routed in accordance with the instructions of the Engineer-in-Charge				

a	All kinds of soil except rock	257	CUM	247.29	63,552.25
b	Soft rock not requiring blasting.:	5	CUM	473.96	2,369.78
4	Same as item no. 2 above but for depths between 1.5 meter to 3.5m				
a	All kinds of soil excluding rock.	650	CUM	247.29	1,60,735.25
b	Soft rock not requiring blasting.	5	CUM	473.96	2,369.78
5	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, with available soil for all lead and lift	460	CUM	186.20	85,652.00
6	Supply and filling with river sand in foundation, plinth, under floor etc. including watering, ramming, consolidating and dressing complete.	25	CUM	2,412.39	60,309.80
7	Earth work in filling in specified grade with selected approved (by Engineer in charge) earth brought from outside, including cost of earth, payment of royalty of govt./any agency, if any, in layers not exceeding 300mm thk. in loose depth, watering, compacting to achieve 90% of maximum dry density, dressing the top etc. complete as directed by Engineer in charge. (Borrow pit to be identified by the contractor)	10	CUM	664.00	6,640.02
8	Bailing or pumping out water from trenches, foundations etc., at all depths wherever necessary in the event of extraordinary occurrences as directed by Engineer in-charge and as per standard specifications with Pump and accessories including fuel and operator.	100	HOUR	71.25	7,125.00
9	Conveyance of earth, sand, gravel, rough stone, broken stone, brick bats, debris, etc. by contractor's own lorry including loading, leading, unloading, stacking or spreading, all as per instructions of Engineer-in-charge. Payment for conveyance of earth will be made based on pit measurement/ dismantled measurement within HPVP premises	449	CUM	260.10	1,16,785.12
C -	P.C.C Work				

10	Providing and laying in position plain cement concrete of specified grade including consolidation, curing etc complete all as per standard specifications, upto plinth level. Rate excludes cost of centering and shuttering				
a	1:5:10 graded granite stone aggregate 40 mm nominal size	382	CUM	6,192.67	23,65,599.94
b	1: 4: 8 graded granite stone aggregate 40 mm nominal size	5	CUM	6,471.40	32,357.00
D -	SHUTTERING WORKS				
11	Providing & fixing, centering and shuttering with plywood/ steel including strutting, propping, assembling etc. and removal of form work at all levels				
a	Foundations, footings, bases of columns, equipment foundations, precast slabs, kerbs etc. for mass concrete.	998	SQM	372.54	3,71,797.42
b	Real Time radiography(RTR) wall shutter works	150	SQM	800.38	1,20,056.25
c	Lintels, beams, plinth beams, girders, bressumers and cantilevers	160	SQM	699.58	1,11,932.80
d	Columns, pillars, piers, abutments, posts and struts.	30	SQM	913.24	27,397.05
E -	R.C.C. WORKS				
12	Supply and Straightening, cutting, bending, placing in position of Reinforceemnt bars (Fe 500) and binding with MS binding wires of 18/20 gauge etc. for reinforcement of RCC works. Rate includes cover blocks, cost of binding wire , conveyance of bars to site of work, labour etc. complete. Reinforcement bars are in the scope of contractor, Make: Make: SAIL / RINL / TATA / JINDAL or as approved by the Engineer-In-Charge. Test certificate/Batch certificate to be produced as an evidence	143	MT	1,01,745.00	1,45,49,535.00
13	Providing and laying Damp proof course with cernent concrete 1:2:4, 40 mm thick mixed with approved water proofing compound in the ratios recommended by the manufacturer, all labour etc. complete as per standard specifications.	50	SQM	390.31	19,515.38

14	Providing and laying in position Ready mixed concrete (RMC) manufactured in fully automatic batching plant and transported to site of work in transit mixer having continuous agitated mixer manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of RMC from transit mixer to site of laying, excluding the cost of centering, shuttering, finishing and reinforcement including cost of admixtures in recommended proportions as per IS: 9103 to accelerate/retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge for all works in foundation, basement, superstructure etc.				
a	For concrete grade M30 (for machine foundation) with minimum cement content of 350Kgs/CUM	160	CUM	9,172.92	14,67,666.40
b	For concrete grade M25 (for foundation below ground) with minimum cement content of 330Kgs/CUM	611	CUM	9,029.51	55,17,032.14
c	For concrete grade M20 (for concrete floor and RTR room) with minimum cement content of 320Kgs/CUM	1024	CUM	8,751.97	89,62,017.28
15	Providing Pre casting and fixing in position of RCC cable trench cover slabs of following thickness in mix 1:2:4 using 12 to 20 mm size hard broken granite stone jelly with top 15 mm thick finished with hardening compound of proportion one part of ironite or equivalent, four parts of cement and eight parts of 6 mm gauge hard granite stone chips (the proportion being by weight) including welding reinforcement rods to the frame work all as per drawing, specifications and instructions of Engineer-incharge but excluding cost of M.S frame work which will be paid separately. Reinforcement rods are in contractor scope but Structural steel for M.S frames will be supplied by HPVP at stores at free of cost.				
a	100 mm thick slab	250	SQM	1,282.50	3,20,625.00

16	Providing and laying of precast cement concrete Jalli 1:2:4 using graded stone aggregate 6 mm nominal size with suitable reinforcement including centering and shuttering, roughening, cleaning, fixing and finishing in cement mortar 1:3 etc. complete. (Reinforcement steel will be in contractor scope). Rate includes fabrication charges.				
a	75 mm thick	400	SQM	1,792.56	7,17,022.00
17	Providing encasing rolled steel sections in beams and columns in cement concrete (1:1.5:3) using stone aggregates of size 12 to 20 mm including centering, shuttering etc. complete including cost of reinforcement & fabrication charges.	20	CUM	9,180.09	1,83,601.75
18	Grouting the H.D bolts, underneath the base plates etc., after alignment with non-shrink high strength cementitious grout Conbextra GP2 or any other equivalent grout, all as per instructions of Engineer in charge and as per standard specifications. Rate includes cost of non- shrink grout, cleaning the sleeves/pockets, tools, labour etc., complete.	11	CUM	58,381.68	6,42,198.48
F -	MASONRY WORK				
19	Providing and laying Random rubble masonry in Cement Mortar 1:5 in foundation and basement including simultaneous flush pointing, all as per standard specifications.	5	CUM	6,945.69	34,728.44
20	BRICK WALL INCLUDING MORTAR AND PLASTERING (230 THK):Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to 3M height from grade in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	237	CUM	8,877.13	21,03,880.40
21	Providing and laying Plastering with Cement Mortar of 15 mm average thickness as per standard specifications Cement mortar 1:4 (1 cement : 4 coarse sand)	2024	SQM	379.48	7,68,062.46
22	Providing and laying ceiling plastering with cement mortar 1:3, 6mm thick as per standard specifications.	10	SQM	285.43	2,854.28
G -	PAINTING WORK				

23	Providing, applying and finishing exterior walls with two or more coats of Arylic Smooth exterior paint (Asian Paints make – Apex Ultima) @ 1.67 ltr/10sqm over the existing painted surface after thoroughly cleaning the surface and making it free from all the dust, dirt and any other foreign matter and providing and applying suitable crack filler over minor cracks and gaps including the cost of all materials, labour.scope of work & instruction from Engineer-in-Charge.				
a	Two or more Coats	1000	SQM	148.08	1,48,084.10
24	Providing and applying white wash with white cement including curing with water to give a smooth and even shade including cleaning and preparation of surfaces, necessary scaffolding, mixing glue etc., complete for all heights.				
a	Three or more Coats	2500	SQM	37.10	92,743.75
b	PAINTING (ALL COATS) OF STRUCTURAL STEEL:Providing and applying complete protective coating system to structural steel after Sa 2½ blast cleaning, comprising zinc-rich epoxy primer, high-build epoxy intermediate coat and two coats of PU finish paint, including all materials, labour, access, equipment, DFT measurement and complete	1233	SQM	3,363.00	41,46,579.00
c	25THK GRATING (INCL FINISH): Providing, supplying, fabricating and fixing 25 mm thick steel grating including edge framing, supports, clamps, bolts, nuts, washers and complete protective finish, suitable for walkway along crane girder, designed for specified live load, complete in all respects as per approved drawings and specifications.	250	SQM	7,847.00	19,61,750.00
d	BLAST CLEANING OF STRUCTURAL STEEL SA21/2:Providing and carrying out abrasive blast cleaning of structural steel surfaces to Sa 2½ grade as per ISO 8501-1, including removal of rust, mill scale, oil, grease, dirt and existing coating, abrasive media, compressed air, equipment, labour, scaffolding/access, cleaning and disposal of spent abrasive, complete.	1233	SQM	1,121.00	13,82,193.00
H -	MISC. WORKS				

25	BITUMEN FIBRE BOARD 25 THK:Providing and fixing 25 mm thick bitumen impregnated fibre board as joint filler at 5 Nos. construction joints in grade slab, including cutting, fitting and fixing complete as per approved drawings and specifications.	30	SQM	570.00	17,100.00
26	POLYSULPHIDE SEALANT 12X25:Providing and applying two-component polysulphide sealant in 12 mm × 25 mm groove, including primer, backer rod, surface preparation and finishing, complete	150	RM	476.43	71,463.75
a	12mm diameter anchor bolt	100	EACH	285.00	28,500.00
b	16mm diameter anchor bolt	100	EACH	332.50	33,250.00
c	20mm diameter anchor bolt	100	EACH	380.00	38,000.00
27	Carrying out LPI test wherever required as per QCP, in fabrication and erection work as per standard specification and as per the instruction of Engineer-in-charge. The rate to include supply of chemicals, labour, hire charges for tools, plants, scaffolding, other accessories and all incidentals etc., complete.	200	RM	665.00	1,33,000.00
28	Carrying out MPI test wherever required as per QCP, in fabrication and erection work as per standard specification and as per the instruction of Engineer-in-charge. The rate to include supply of chemicals, labour, hire charges for tools, plants, scaffolding, other accessories and all incidentals etc., complete.	200	RM	665.00	1,33,000.00
29	Carrying out Radiographic test using Iridium source for butt welds upto thickness of 40mm wherever required/as per QCP as per standard specification and as per the instruction of Engineer-in-charge. The rate to include supply of labour, films, tools and plants etc., complete.	100	SQ.CM.	47.50	4,750.00
I -	STRUCTURAL STEEL WORK				
30	a) Carting and fabricating in position bolted and / or welded structural steel works at all levels, including all built — up sections; tubular and rolled sections etc, and / or plates in trusses, wind ties, purlins, portals, frame work, columns, crane gantries, surge girders, bracings, monorails, floor beams, lifting beams, side runners, sagrods, hangers roof and wind girders, platforms and stair cases (excluding chequered plates and gratings), ladders,	1109	MT	57,513.00	6,37,81,917.00

stoppers, brackets, supports for equipments and technological accessories and process piping, railings, posts, trestles, etc., for all heights excluding cost of steel but including carting the same from store / issue points to site of work, cutting to required size, straightening if required, bolting / welding of joints, rounding the unfinished edges by grinding fixing in line and level with temporary staging and removal of the same after final alignment including providing all tools, trackless consumables like welding rods, erection bolts, jigs and fixtures; preparing the surface for painting by grit blasting, including surface cleaning to Sa 2½ grade as per ISO 8501-1, wire brushing removal of mills scale, dust, rust, on grease and applying following paints: - o 1 coat of Inorganic zinc silicate @ 65–75 µ DFT/coat - o 1 coats of 2 pack Epoxy High Build polyamide cured @ 100-125 µ DFT/coat each - o 1 coat of Acrlic Polyurathane finish coat @ 40 µ DFT/coat Total DFT: approximately 245–255 µ. after fabrication and return of unused / scrap / unserviceable steel to store etc., all complete. Note: 1. All paints supply and application is in the scope of contractor. 2. All structural fasteners or fixing tackles and other erection cosnumables are in the scope of contractor. 3. All structural steel will be supplied by BHEL at free of cost.				
b) Erection work: Carrying from stacks to erection site and erection of fabricated steel work including all handling, conveying, assembling, hoisting, erecting in position, site welding and or bolting, alignment of structures, all as per drawings and standard specifications. Rate includes cost of alignment bolts & nuts of approved brand and quality, hire charges for cranes, lifting tackles, welding tools and plants, labour etc., but excluding cost of fabricated components. <u>Weight of</u> fasteners will not be accounted for payment				

31	Collection from HPVP stores and transporting/carting to fabrication yard, Fabrication and fixing in position of M.S inserts out of M.S plates, flats, rounds, angles etc., including necessary lugs made of rounds or flats, sizing and cutting to required lengths, threading, bolting and welding as required and placing the same in position in both plain and reinforced cement concrete members, including adjusting the shuttering if necessary, tying and holding to correct level and line. Rate includes cost of all materials, labour etc., complete but excluding raw steel sections which will be supplied by HPVP at Stores at free of cost	2	MT	14,250.00	28,500.00
32	Providing and fixing holding down bolts (for Foundation) of required sizes with nuts, washers etc. and fixing in proper level, line, alignment etc., all as per drawings and instructions of Engineer-in-charge. Rate includes cost of steel materials, bolts, nuts, washers, fabrication and machining charges, fixing, all labour etc. complete. Bolts in all sizes & lengths. Applicable Test certificate/Batch certificate to be produced as an evidence	30	MT	1,08,053.00	32,41,590.00
33	Fabrication and fixing in position of M.S frames for cable trench cover slabs in required sizes using M.S angles, plates, flats etc., which will be supplied by HPVP at Stores at free of cost, all as per drawings and instructions of Engineer-in-charge. Rate includes conveyance of raw materials from HPVP stores to contractors fabrication shop, fabrication charges including cutting, welding, supply of fabricated frames at site of work, fixing in proper position etc., complete.	5	MT	23,750.00	1,18,750.00
34	Same as item No. 43 above but for chequered plates of any thickness including Laying in walkways, stairs etc. (steel material free issue) including two coats of Synthetic enamel paint over base coat of primer	5	MT	14,250.00	71,250.00
35	Same as item No. 43 above but for hand railing made of 32 NB pipes conforming to IS 1239 (medium) including two coats of Synthetic enamel paint over base coat of primer.	2	MT	20,900.00	41,800.00
36	Same as item No. 43 above but for gratings made out of plates as per the given drawings including two coats of Synthetic enamel paint over base coat of primer.	2	MT	19,950.00	39,900.00

37	Modification / additions / alterations of old structural steel components dismantled from either original position and making suitable to receive the newly fabricated components. The scope of work also include modification of old components by alterations, forming an integral part of the steel work together with all shop welding including using low hydrogen electrode wherever necessary as per drawing and standard specifications. Rate to include one coat of red oxide primer of standard specification but except cost of raw structural steel sections which will be supplied by HPVP at stores free of cost. (Payment shall be made only to the portions of new items going into the process of fabrication).	124	MT	57,513.00	71,31,612.00
J -	FLOORING WORKS				
38	Providing and laying 50 Thk. Heavy duty flooring in panels in two layers, bottom layer 35 mm Thk. In 1:1.5:3 nominal mix concrete (1 cement: 1.5 coarse sand: 3 stone aggregate of 10 mm to 6 mm size) by volume, finished rough and 15 mm top smooth finishing layer of cement hardener and stone aggregate mix, one part of approved quality hardener and four parts of cement by weight shall be mixed dry and this dry mixture shall be mixed with stone grit of 6 mm and down size in the ratio of 1 harder and cement mixture : 2 stone girt by volume; including finishing, shuttering the edges, curing, tools, tackles etc all complete	4800	SQM	522.50	25,08,000.00
39	230 THK GRADING BELOW GRADE SLAB:Providing and laying 230 mm thick compacted graded hard stone aggregate/granular sub-base below grade slab, including spreading, watering, levelling and compaction complete	4800	SQM	840.75	40,35,600.00
40	Providing and laying PVC water pipes and specials conforming to ISS in trenches, joining with p-roper adhesive as suggested by manufacturers etc. complete. (External work) Earth work excavation for trenches and refilling will be paid separately.				
a	PVC Pipe 40 mm OD (6 kg/Sq.cm)	10	RM	104.50	1,045.00
b	PVC Pipe 75 mm OD (6 kg/Sq.cm)	10	RM	237.50	2,375.00

c	PVC Pipe 110 mm OD (6 kg/Sq.cm)	10	RM	399.00	3,990.00
d	PVC Pipe 160 mm OD (6 kg/Sq.cm)	10	RM	855.00	8,550.00
e	PVC Pipe 200 mm OD (6 kg/Sq.cm)	10	RM	1,425.00	14,250.00
41	Providing and fixing PVC moulded fittings / accessories on walls for rain water pipes conforming to IS13592 Type A including joining with seal rings conforming to IS 5382 and proper adhesive as suggested by manufacturers etc-complete.				
a	75 x75 x 75 mm single tee without door.	3	EACH	85.50	256.50
b	110 mm shoe	3	EACH	123.50	370.50
c	110 mm bend	3	EACH	133.00	399.00
K -	ROOFING				
42	Supply and fixing in position of min 0.6 mm thick Bare Galvalume rib profile sheets(re-painted Aluminium-Zinc coated steel roofing sheet, 0.60 mm nominal thickness, AZ 350 grade, conforming to the relevant BIS/IS standard, with required profile) with accessories such as ridge pieces, barge boards, curves etc., for roofing, side cladding etc.,and fixing them in proper position with necessary Xylon coated self tapping / self drilling screws with EDPM washers at every ribs, etc., complete all as per drawings, specifications and instructions of Engineer - in - charge. Rate includes cost of self tapping / self drilling screws with EDPM washer etc., and labour charges, all scaffolding charges , tools and plants and other incidental charges., complete but excluding cost of Galvalume sheet and its accessories such as ridge pieces, bardge boards, curves etc, which will be supplied by HPVP at stores of free of cost. The payment will be made for the actual laid area only. Make: SAIL / RINL / TATA / JINDAL / JSW or as approved by the Engineer-In-Charge. Applicable Test certificate/Batch certificate to be produced as an evidence	8700	SQ.M	1,033.27	89,89,427.25

43	Supply and fixing of 2 mm thick embossed clear polycarbonate roof light sheets in specified location with necessary xylon coated self tapping/ self drilling screws with EDPM washers etc complete, to match the profile of galvalume roof sheets as instruction of engineer-in-charge. the rate includes cost of self tapping/ self drilling screws with EDPM washers etc. and labour charges, all scaffolding charges, tools and plants and other incidental charges, complete	544	SQ.M	1,331.28	7,24,217.68
44	TURBO VENTILATORS: Providing, supplying and installing standard industrial roof-mounted turbo ventilators with corrosion-resistant/weatherproof rotating turbine, suitable base/flashing, supports and all accessories, including lifting, installation, sealing of roof penetrations, alignment and testing. Capacity/air changes shall conform to approved ventilation calculations.	200	NOS	13,796.88	27,59,375.70
45	Providing and fixing PVC rain water pipes of following diameters of 4 KG / sq cm conforming to ISS including jointing with proper adhesive as suggested by manufacturer and fixing with in column and truss girder , etc., as per standard specifications and instructions of Engineer - in-charge . Rate excludes all specials like shoe, bend, tees and clamps will be paid under separate items. Payment will be made for the actual laid length excluding specials				
	a) 160 mm OD	150	RM	665.00	99,750.00
	b) 200 mm OD	450	RM	855.00	3,84,750.00
46	Providing and fixing PVC moulded fittings in Rainwater pipes conforming to ISS including jointing with proper adhesive as suggested by manufacturer etc., complete.				
a	160 mm -90 degree bend	10	Nos.	332.50	3,325.00
b	200mm - 90 degree bend	10	Nos.	380.00	3,800.00
c	160 mm -45 degree bend ^v /	10	Nos.	332.50	3,325.00
d	200 mm - 45-degree bend	10	Nos.	380.00	3,800.00

e	160 mm - Tee without door	10	Nos.	427.50	4,275.00
f	200 mm - Tee without door	10	Nos.	475.00	4,750.00
L-	MISC.ITEMS				
47a	FIXED GLASS FRAMES AND PANELS:Providing and fixing 0.60 × 0.60 m fixed aluminium-framed glazing with 5/6 mm clear toughened glass, including gaskets, sealant, glazing beads, fasteners and complete installation	115	SQM	3,923.50	4,51,202.50
c	ROLLING SHUTTER:Supply, Fabrication and Erection of New Rolling Shutter including all accessories, painting along with gear box. 1:4 (1 cement: 4 fine sand): Size: 8m(height)x6m(wide)(Remote operated)	384	SQM	4,668.97	17,92,882.56
d	Inter bay movement track (rail) estimation (400 mtrs): Providing, supplying and fixing inter-bay movement rail/track system including approved rail section (CR-80 rail profile or any profile acceptable to BHEL) and grade, cutting, drilling, joints/fish plates, clips, Angles, clamps, base plates, fasteners, supports, alignment, levelling, end stops, welding/bolting and complete installation/testing as per approved drawings or instructions of the engineer incharge.	400	Mtr	7,995.20	31,98,080.00
e	Anti Radiation Lead Sheet- 6 mm Thick(80Sq mtrs):Providing and fixing 6 mm thick radiation shielding lead sheet of specified purity to walls/ceilings/floors as required, including cutting, overlapping/jointing, approved fixing system, protection of exposed lead, sealing around penetrations and complete installation. Shielding shall comply with approved radiation-shielding design.	80	SQM	23,750.00	19,00,000.00
f	Supply and installation of all utility lines(Air, LPG and Oxygen) as per the Annexure-U Design, supply, installation, testing and commissioning of complete utility piping systems for compressed air, LPG and oxygen as per Annexure-U and approved drawings, including pipes, fittings, valves, regulators, manifolds, supports, clamps, flexible connections, isolation arrangements, identification/colour coding, gauges, safety devices, joining, pressure/leak testing, flushing/purging and all accessories required for a complete operational system.	1	LS	34,30,793.60	34,30,793.60

g	Supply and installation suitable approach ladder to roof top with lifeline for roof maintenance work (approx weight for each ladder (Clear ladder width: 600 mm minimum Approximate weight for estimation: 800 kg per complete ladder assembly,))	2	No	2,85,000.00	5,70,000.00
					15,47,11,853.59

Note:*

1. The quantities indicated are tentative only and may be increased or decreased based on the final design drawings approved by M/s BHEL.
2. SPECIAL SPECIFICATION FOR CONTROLLED CONCRETE

a) PROPORTIONING MIX:

The proportion of aggregate, Cement and water to be used for controlled concrete shall be designed by preliminary tests of the materials to be actually used to obtain the densest to workable concrete requiring the minimum quantity of cement paste for binding the materials to give the required strength. However, the maximum total quantity of aggregate by weight per 50 kg of cement shall not normally exceed 450\kg. All proportions shall be by weight. However, water may be added by weight or volume.

b) MIX DESIGN:

Immediately upon the receipt of the award of the contract, the Contractor shall inform the Engineer-in-charge the exact location of the sources of materials which he proposes to use and get the materials approved. The mix with the actual approved materials to be used shall be got designed by the Contractor in an approved laboratory chosen by BHEL and got approved by the Engineer-in-charge. These proportions shall be used so long as the materials continue to be the same quality and from the same sources. If during the progress of work, the Contractor wishes to change the materials, the proportions shall be fixed on the basis of fresh preliminary tests to give the required strength. No change of materials shall be allowed unless fresh tests with new materials show satisfactory results.

c) STRENGTH REQUIREMENTS OF CONCRETE:

Controlled concrete shall be in the following grades, M 15, M 20, M 25, M 30, M 35 & M 40. The concrete mix shall be designed to produce the grade of concrete having the required workability and characteristic strength not less than the appropriate values (as per I.S. 456) as given in table below:

Sl. No	Grade of Concrete	Specified Characteristic Cube Strength	
		Preliminary test N/mm ²	Works Test N/mm ²
1	M15	20	15
2	M20	26	20
3	M25	32	25
4	M30	38	30
5	M35	44	35
6	M40	50	40

d) WORK ABILITY OF CONCRETE:

The proportions chosen shall be such that the concrete is of adequate workability for the conditions prevailing on the work in question, and shall be properly compacted. Water shall be added to the mixer to give the required workability. The water content of each batch shall be adjusted as necessary to maintain the required workability with simultaneous adjustment of cement concrete such that the water cement ratio is not changed. The workability tests shall be carried out in accordance with

IS : 1199 - Latest, "Methods of sampling and analysis".

Workability of concrete shall be controlled by direct measurement of water content, making allowance for any surface water in the fine and coarse aggregates. Allowance shall be made for surface water present in the aggregate when computing the water content. Surface water shall be determined by one of the field methods described in IS : 2386, Part III.

e) CONSISTENCY AND SLUMP:

The concrete shall have a consistency such that it will be workable in the required position. It shall be of such consistency that when properly vibrated it will flow around reinforcing steel and all embedded parts. The slump for concrete as determined by slump tests as per Indian Standard 456 (latest edition) shall not exceed the maximum slumps indicated below for each type of construction as approved by the Engineer-in-charge.

Slum in MM	Min.	Type of Construction	Max.	Workability
Medium	40	80		All RCC works

The contractor shall not place concrete having a slump outside the limits specified without the approval of the Engineer-in-charge.

At least one slump test shall be made for every compressive strength test carried out. More frequent tests shall be made if there is a distinct change in job conditions or if required by the Engineer-in-charge.

f) TESTS:

Test shall conform to the specifications laid down in IS : 456. These tests shall be got done in an approved laboratory and in accordance with IS : 516 - Latest at the cost of the Contractor (for making necessary cube moulds, transporting the cubes to the Laboratory and all other incidental etc.). The test fees for the cubes shall be borne by the contractor. In order to ensure proper quality control sampling of the concrete of each specification placed on any day in work shall be done in accordance with the following table:

Quantity of Concrete in work	Total Number of samples (each sample to consist of 6 test cubes)
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Upto 5.00 Cu.m.	1
Greater than 5.00 Cu.m. and less than 15.00 Cu.m	2
Greater than 15.00 Cu.m. and less than 30.00 Cu.m.	3
Greater than 30.00 Cu.m. and less than 50.00 Cu.m.	4
Greater than 50.00 Cu.m.	4 + one additional sample for each additional 50 Cu.m. or part thereof.

i) The sampling shall be spread as evenly as possible throughout the day. When wide changes in weather conditions occur during concreting, additional samples may be taken as desired by Engineer-in-charge. Each sample shall consist of 6 cubes of 15 X 15 X 15cm concrete. Test cubes shall be kept immersed in water until required for test which will be usually at 7 days and minimum crushing strength of not less than the following:

Grade of Concrete	M15 M20 M25 M30 M35 M40
Crushing strength in N/mm2 at the end of	
a) 7 days	10 13.50 17 20 23.50 27
b) 28 days	15 20 25 30 35 40

All costs connected with the preliminary tests for proportioning the mix, sampling, curing, handling, other incidental charges, labour charges and cost of materials shall be borne entirely by the Contractor. Testing charges for cubes (work tests) shall be borne by contractor. Such testing shall normally be conducted at the BHEL Central Laboratory or any other approved laboratory as directed by the Engineer-in-charge.

All samples for tests shall be taken in the presence of Engineer-in-charge and the Contractor or his authorised agents.

A set of six specimens from random mixer batches, shall constitute a test, three being tested for 7 days and three being tested for 28 days strength.

The strength test result shall be the average strength of the three companion test specimens, tested at 28 days, except that, if one specimen in a test shows manifest evidence of improper sampling, moulding or testing, the result shall be discarded and the remaining two strengths averaged.

ii) Normally, 7 days and 28 days tests shall be made on specimens. For any mix, a correlation between 7 days and 28 days strengths may be made in the laboratory. Soon after a job starts, a similar correlation will be evolved for samples of a concrete taken from the mixer. After that correlation has been established, the results of the 7 days test may be used as an indicator of the compressive strength which should be expected at 28 days, provided such results are consistent, if 7 days tests shown compressive strength that are too low, corrective measures shall be taken at once, at the Engineer's direction, without waiting for the results of the 28 days tests.

iii) Each class of concrete shall meet the following strength requirements:

The average of any three consecutive strength tests shall have a value equal to or greater than the specified strength subject to the condition that only one out of three consecutive tests may give a value less than the specified strength but this shall not be less than 90% of the specified strength.

iv) In the event that concrete tested in accordance with the requirements of this specification, fails to meet the requirement, the Engineer shall have the right to require any one or all the following.

- * Changes in the concrete mix proportions for the remaining work.
- * Curing and testing of the concrete represented by the tests which failed.
- * Replacement of any such portions of the structure. (No payment for dismantled concrete, associated from worker or reinforcement shall be made. Embedded fixtures, reinforcement and adjoining structures, damaged during dismantling shall be made good by the Contractor at his own expense).
- * Extended curing of the concrete represented by the specimen.
- * The contractor shall carry out all such measures as directed at his own expense.

Load tests of structural members may be required by the Engineer when the strength of the job control tests falls below the required strength and is not acceptable as per "Acceptance Criteria" stated earlier. The entire cost of the load test shall be borne by the Contractor. If the load testing is decided by the Engineer, the member under consideration shall be subjected to a superimposed load equal to one and quarter (1.25) times the specified superimposed load used for design and this load shall be maintained for a period of 24 hours before removal.

The detailed procedure of the test shall be decided by the Engineer-in-charge.

If, within 24 hours of the removal of the load, the structure does not show a recovery of at least 75 percent of the deflection after the 24 hours under load, the test should be repeated. The structure should be considered to have failed to pass the test if the recovery after the second test is not at least 80 percent of the maximum deflection occurring during the second test.

If the member shows evident failure, such changes as are necessary to make the structure adequately strong, shall be made by the contractor free of cost to the Department. If on the other hand, the failure becomes apparent, the Engineer under special circumstances, can retain the portion of the structure under test, provided suitable strengthening and or load dispersed arrangement is feasible. Cost of such strengthening or load dispersed arrangement shall be borne by the Contractor.

Load test shall not be made until the expiry of 56 days of effective hardening of the concrete.

If a portion of the structure is found to be unacceptable it shall be dismantled and replaced by a fresh structure as per specification. The cost of such dismantling and reconstruction should be borne by the Contractor.

The proportions of cement, fine aggregate, coarse aggregate and water necessary to produce a concrete mix which will fulfil the requirements of this specification for each grade of concrete shall be determined on the basis of trial mixes conducted with the samples of the material to be used in the work by the Engineer-in-charge in the field Laboratory.

All mix design and test data and results shall be maintained as part of the record of the contract and shall be signed by the Engineer-in-charge and the Contractor. A register showing such record shall be maintained at site of work as shown below.

NAME OF WORK:

Sl. No.	Date & Time	Sample No.	No. of Cubes	Identification marks	Proportions of mix	Description of portion of work represented by sample and quantity of concrete represented by the sample	Initials of S O/A.E. in whose presence sample is taken	Date of test	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	
7 days test result of each cube	Average 7 days strength	Standard 7 days strength	Date of test cube	28 days last result of each cube	Average 28 days strength	Standard 28 days strength	Remarks (the reference Nos. of test report should also be recorded here)	Review and Remarks by Asst. Engineer	Review and Remarks by Executive Engineer
(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)

Notes:

1. **Unit Rates are inclusive of GST.** The tender percentage quoted by the contractor also shall be inclusive of all taxes & duties, **including GST**, as applicable from time to time. Applicable GST shall be paid as extra to the Contractor only after submission of necessary documents.
2. Items / materials which are to be supplied under Contractor scope and becomes part of the work, payment for such items / material of the schedule shall be released only after submission of Factory Entry Gate passes of the required material and required quantity. However, bringing material inside the Factory shall not become eligible for payment and payment shall be based on actual quantity of work executed vis-à-vis quantity of material brought inside the Factory and certified by the Engineer-In-Charge.
3. **SPECIAL NOTES:**
 - 3.1 BHEL does not guarantee the execution or placement of the entire value of work or all items mentioned in the Contract. The quantum of work to be executed shall depend solely upon BHEL's actual requirement and discretion.
 - 3.2 **The quantities indicated in the Scope of Work / Schedule-A are tentative and indicative only.** The final quantities to be executed shall be determined by BHEL during the course of execution, based on site conditions, user department requirements, design requirements, production exigencies, or any other operational necessity, and the same shall be final and binding on the Contractor. BHEL shall not compensate the Contractor on account of any increase or decrease in the quantities executed, and no claim whatsoever shall lie against BHEL in this regard.
 - 3.3 **In the event of requirement by BHEL, the Contractor(s) shall also be liable to execute the work in any area of BHEL, HPVP premises under the same terms, conditions, and rates as specified in the Contract.**
 - 3.4 If, at any time during the Contract Period, BHEL observes that the work awarded to the Contractor is not being executed in accordance with the contractual terms and conditions—whether due to deficiencies in quality or safety, abnormal delay in commencement or completion of any portion of the work within the timelines specified by BHEL, or for any other reason whatsoever—BHEL reserves the absolute right to restrict, curtail, suspend, or withdraw such portion of work from the Contractor and to have the same executed through any other agency, in accordance with Clause 3.6, 3.6.A of the NIT, or Clause 3.15 of the NIT. The decision of the Engineer-In-Charge in this regard shall be final, conclusive, and binding upon the Contractor.
 - 3.5 If any additional budget is sanctioned and/or if any additional quantities are required to be executed during the Contract period or during its extended period, the Contractor shall execute such additional scope of work at the same awarded unit rates and same terms and conditions of the Contract. The quantities of individual items to be executed shall be as finalized by the Engineer-in-Charge, and the same shall be binding on the Contractor.
 - 3.6 **The Contractor shall submit the invoice(s) only through BHEL Suvidha - Unified Supplier Portal (<https://suvidha.bhel.in/>) or as directed by BHEL, from time to time.**
 - 3.7 **SUBMISSION OF DOCUMENTS FOR IR CLEARANCE:**
 - (i) **Wage Month / Wage Period:**
Wage Month / Wage Period shall ordinarily be a calendar month, unless otherwise permitted under applicable labour laws.
 - (ii) **Wage Slips:**
Contractor shall maintain attendance, wage register and muster roll and issue Wage Slips to all workers deployed under the Contract, before paying wages.
 - (iii) **Payment of Wages:**
The Contractor shall ensure that wages are disbursed within the time limits prescribed under applicable labour laws. In any case, the Contractor shall make payment of wages through online / bank transfer mode to all workers on or before the 7th day of the calendar month following the wage month. In the event that the due date falls on a holiday, payment shall be made on the preceding working day, without fail.
Eg: Wages for the month of October shall be paid on or before 7th November.

(iv) **Bio-metric ID Cards:**

The Contractor shall obtain Bio-metric ID Cards from BHEL for all the Contract workers going to be deployed under this contract - to swipe at Entry & Exit of the Factory Gate and to record the attendance by swiping at Work Place. In case of misplacement of the ID Card, new Card shall be issued subject to recovery of the amount as decided by BHEL from time to time.

(v) **Deposit of PF & ESI contributions:**

The Contractor shall deposit Provident Fund (PF) and Employees' State Insurance (ESI) contributions within the statutory time limits, i.e., on or before the 15th day of the month following the wage month, or within such time as prescribed under applicable laws from time to time.

Eg: PF & ESI contributions of October wage month shall be deposited by 15th November.

3.8 No worker shall be permitted to enter into the Factory or undertake any work at site without wearing the prescribed PPEs. The Contractor shall be solely responsible for ensuring strict compliance with this requirement at all times. Refer Clause 2.1.3 of NIT for Penalty in case of delay in issuance of PPEs.

4. **Taxes:** Bidders shall quote their Basic price exclusive of taxes. The applicable taxes on supply of material or services, as the case may be viz. GST shall be quoted separately, clearly showing the Service Code/Tariff Head, Rate of Tax and Amount of Tax in the Bid. The reimbursement of taxes to the contractor is contingent upon fulfilment by the contractor of all statutory provisions as stipulated in the relevant taxation statute enabling BHEL to avail the eligible input tax credits. TDS at the rates prescribed under Income Tax Act shall be deducted from the payments due to Contractor and BHEL shall issue the necessary TDS Certificates for such deductions made.
5. All bills of the contractor will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirement, issued by IR section of HR department BHEL.
6. The Contractor shall submit the IR clearance certificate for the above work and arrange to get the final bill sent to Finance within one month from the actual date of completion of work.
7. The Contractor shall pay BHEL fair wages (which consists of State minimum wages and additional payments) to their workmen. The Contractor shall pay allowances / incentives as decided and communicated by BHEL, from time to time. Reimbursement of any increase in BHEL fair wages to the Contractor after payment of the same to the eligible workers engaged under the contract shall be as per Price Variation Clause of the Contract.
8. Failure to pay the wages by 7th of every month will lead to taking of necessary action in accordance with the relevant Laws, Rules & Regulations applicable from time to time.
9. **Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for future tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.**
10. **Contractor / Contractor's representatives / Contractor's workers shall be permitted inside Factory only on regular passes which will be issued only after submission of respective persons' original Police Verification Certificate along with PF, ESI, dependent & nominee details.**
11. **Upon demand, the Contractor has to submit Contractor's bank account statement(s)** containing the payment of wages to all workmen, including but not limited to fabricators, welders, riggers, gas cutters, grinders, operators, Site Supervisors, Safety Supervisor, Safety Engineers, Site Engineers, Project Manager or any other personnel whoever has been deployed for the work, within two weeks or as directed by the Engineer-In-Charge.
12. **Smart mobiles are not permitted inside factory premises.** It is the sole responsibility of the Contractor to ensure that neither the Contractor, nor his representatives, nor any of his workmen bring smart mobiles into the factory. For communication purposes, **feature mobiles without camera may be permitted on a case-to-case basis.**
In case, Contractor or any of the Contractor's personnel unauthorisedly bring mobile phone(s) into the factory, the same shall be liable for permanent confiscation, for which the Contractor shall be held solely responsible.
13. Payment shall be made stage wise on approval from Engineer-In-Charge.
14. If BHEL is unable to avail the input tax credit, the same amount shall be recovered from the Contractor's bills.

15. **The labour engaged under this contract should not be deployed in any other works. Violation of this rule will be viewed seriously.**
16. The contract labour may be allowed weekly off on any day other than Sunday / declared Holiday also, depending upon exigencies of work / BHEL requirement.
17. The contractor shall provide PPEs at the beginning of the Contract to all workmen deployed under the contractor including to the labours & drivers of the tractor & tanker deployed and to the labour deployed for Emergency operation.
18. **The Contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen under Inter State Migrant Workmen (RE & CS) Act, 1979 in case the Contractor engages workmen recruited from outside State of Andhrapradesh in which BHEL,HPVP, Visakhapatnam located. The Contractor shall submit a valid Contract Labour License to BHEL, HPVP, Visakhapatnam, on or before the date of commencement of contract.**
19. **In the case of BHEL free-issue material, payment towards Fabrication of Structural Steel items, foundation bolts, anchor bolts etc., shall be made only after completion of Erection of the respective items, including painting, wherever applicable. Mere completion of fabrication shall not qualify for payment of Fabrication charges.**

In the case of Contractor-supplied material, where the fabrication work has been completed and the fabricated material has been brought inside the factory premises on weightment basis or lying inside the factory premises, and the Erection work is still pending / in progress, BHEL may, in order to ease the Contractor's cash flow, release a maximum of up to FIFTY percent (50%) of the Fabrication charges, subject to:

- (a) Specific request from the Contractor**
- (b) Submission of proper documentary evidence and supporting records to the satisfaction of BHEL.**

The balance Fabrication charges shall be released only after completion of erection and painting, wherever applicable.

20. Unless otherwise it is specifically mentioned in Schedule-A, no payment shall be made for the mere supply of material (otherthan material associated with fabrication works like structural steel, foundation bolts etc.,) unless it is consumed in the work or shall become part of the executed work.
21. The Contractor shall obtain Bio-metric ID Cards from BHEL for all the Contract workers going to be deployed under this contract - to swipe at Entry & Exit of the Factory Gate and to record the attendance by swiping at Work Place. In case of misplacement of the ID Card, new Card shall be issued subject to recovery of the amount as decided by BHEL from time to time.
22. **TAXES & DUTIES- GST CLAUSES**
- (1) Only valid GST registered bidders will be considered for the tender. The GSTIN of the bidder should be clearly mentioned in the offer.
 - (2) If bidder is exempted from GST registration under any provision of the GST Law, a declaration with due supporting documents should be furnished for considering the offer.
 - (3) Bidder to quote the applicable taxes in the following manner:
 - Harmonized System of Nomenclature (HSN) of Goods
 - Services Accounting Code (SAC) of Services.
 - IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % against the space provided
 - (4) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods/services.
 - (5) In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids. An undertaking to the effect that any change in the status of the bidder will be intimated.
 - (6) Any other taxes & duties not covered anywhere above may be indicated separately.
23. **Taxes deducted at source:**
- (7) TDS as per the extant statutes shall be deducted.
 - (8) In case bidder does not provide PAN details, higher rate of tax shall be deducted as per the Act.
 - (9) Concessional certificates, if any, should be provided well in time for lower deduction of tax.

24. Terms & Conditions to be complied in GST

- (10) All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPVP GSTIN ie 37AAACB4146P7Z8. Invoices submitted All invoices (incl. Credit Notes, Debit Notes) to contain BHEL HPVP GSTIN ie 37AAACB4146P7Z8. Invoices submitted should be in the format as specified under GST Law. All details as mentioned in Invoice Rules including Dealer GST registration number (GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc.
- (11) Reimbursement of GST amount will be made only upon completion of the following:
- (12) Bidder declaring such invoice in their GSTR-1 Return/ IFF
- (13) Receipt of Goods or Services and Submission of Tax invoice by BHEL
- (14) The tax invoice is reflected in the GSTR2B of BHEL, HPVP (buyer). Payment of GST will be made only if it is matching with data uploaded by the Bidder in GST portal.
- (15) In case of discrepancy in the data uploaded by the bidder in the GSTN portal vis-a-vis the tax invoice or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit. Bidder has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims for processing of such invoices.
- (16) In cases where invoice details have been uploaded by the bidder but failed to remit the GST amount to GST Department within stipulated time, then GST on the invoices in default will be recovered from the bidder along with the applicable interest.
- (17) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, such GST amount will be recoverable from bidder along with interest levied/leviable on BHEL.
- (18) Under GST regime, BHEL has to discharge GST liability on LD recovered from bidders. Hence applicable GST shall also be recoverable from bidders on LD amount. For this Tax Invoice digitally signed will be issued by BHEL indicating the respective supply invoice number.
- (19) GST TDS deducted as per GST Act, is uploaded in GSTN portal along GSTR7. Bidders can directly download the GST TDS Certificate from the GSTN Portal.
- (20) Bidders to note that Rules & Regulations pertaining to E-way bill & E-Invoicing system are to be strictly adhered to, as and when notified by Govt. authorities.

6.A SCOPE OF WORK**6.A.1 LOCATION:**

Inside the Factory premises, HPVP, BHEL, VISAKHAPATNAM-530012

6.A.2 WORK:

Civil & Structural works for construction of industrial shed (Size:160Mx30Mx14M) including Equipment foundations at BHEL Visakhapatnam.

6.A.3 LIST OF INSTITUTIONS FOR DESIGN VETTING / TECHNICAL CONCURRENCE

- (i) Andhra University (AU), Visakhapatnam
- (ii) Jawaharlal Nehru Technological University (JNTU), KAKINADA
- (iii) Indian Institute of Technology (IIT)
- (iv) National Institute of Technology (NIT)
- (v) any any Government Engineering College in India.

6.A.4 TECHNICAL SPECIFICATION:

- (1) Compliance to applicable Labour Laws including obtaining Labour License from Central Labour Department etc. before commencement of work is SOLE RESPONSIBILITY of the Contractor(s) and BHEL shall not pay any amount on account of this;
- (2) Any failure due to poor workmanship / poor quality of work / poor quality of material / poor supervision / negligence during course of execution or after completion of work or during maintenance & defect liability period is to be rectified up to the satisfaction of Engineer-In-Charge and no payment shall be made to the Contractor on account of rectification. Free issue material, if any required for rectification, shall be issued at penal rates.
- (3) Due to security reasons, location of work(s) shall be shown at the time commencement / requirement of individual work.
- (4) M20 and above grades of Concrete shall be as per Concrete Mix Design only. The Contractor shall prepare Concrete Mix Design as per relevant BIS Codes / SP 23 and as per Structural Design recommendations considering the same grade of Cement likely to be issued by BHEL in case of BHEL cement and OPC 53 Grade in case of Contractor's cement and submit original copy of Concrete Mix Design duly vetted by any of the Institutions listed herein above;
- (5) **Unless otherwise it is specifically permitted by the Engineer-In-Charge or by the Institute listed herein above to meet the specific purpose of the Project vis-à-vis strength, life & durability of the structure, only OPC 53 Grade shall be permitted and no other type of cement shall be permitted for any Cement related work;**
- (6) The Contractor shall make all arrangements for pumping and placement of Concrete including RMC at site at his own cost;
- (7) Suitable and approved Plasticizers / Super Plasticizers / Admixtures may be used in Concrete within permissible limits to keep low water cement ratio and to maintain workability;
- (8) Only Weigh batching system is permitted for Concrete production in RMC;
- (9) For in-situ production of Concrete, aggregates to be measured either by weightment or by volumetric method only. Suitable weighing machines or measuring boxes shall be used by the Contractor for measuring aggregates and unscientific methods like measuring with gumpas / baskets etc., shall NOT be permitted for Concrete production. **Hand mixing of Concrete of any quantity / grade is NOT PERMITTED;**
- (10) Concrete shall not be dropped into position from a height greater than 1.5 m unless directed otherwise by Engineer-In-Charge;
- (11) The Contractor shall obtain all necessary approvals from BHEL (Civil & Electrical, as per requirement) before every pouring of concrete for which Contractor shall **maintain Pour Card in Triplicate. Pour Card** parameters can be finalised with mutual consent of BHEL and Contractor;

- (12) The Contractor shall make all arrangements and obtain approvals from BHEL for pouring of Concrete in advance considering transportation time etc., so that Concrete is placed in position and compacted before the initial set of cement has commenced and shall not be subsequently disturbed;
- (13) Concrete shall be thoroughly compacted during operation of placing by the use of Mechanical Vibrators. Sufficient number of vibrators (including stand by) of adequate capacities shall be used for compaction of concrete. Vibration shall be carried out by trained personnel and in the presence of a qualified supervisor trained in the use of vibrators and vibrated concrete. In certain portions where vibration is not effective, careful rodding and taping shall be carried out and sufficient manpower employed to ensure that thorough consolidation takes place. Where manual compaction becomes necessary, the workability of the mix should be controlled to strength requirement;
- (14) To ensure proper workability, Contractor shall carryout tests like Slump Cone test as per relevant BIS codes.
- (15) Concreting shall be carried out continuously up to predetermined positions of construction joints. The position and arrangement for construction joints shall be as directed by the Engineer-In-Charge;
- (16) Work area shall be made free from rejected material / rejected Concrete / left over Concrete at Contractor's own cost;
- (17) The Contractor shall take all possible measures for measuring water and admixtures during Concrete production to maintain proper workability with low water cement ratio. Suitable corrections to water and cement contents shall be made for changes in water cement ratio as per relevant BIS Codes/SP23;
- (18) Tests cubes shall represent quality of concrete incorporated in the work. Frequency of sampling and number of specimens for each sample for testing at 28 days and 7 days shall be as per IS 456;
- (19) Three test specimens shall be made for each sample for testing at 28 days. Additional specimens may be cast for each sample to determine the strength of concrete at 7 days;
- (20) Samples from fresh concrete shall be taken as per IS 1199 and cubes shall be made, cured and tested in accordance with IS 516;
- (21) All samples shall be cast at site during pouring of concrete only;
- (22) Testing of samples can be carried out at any of the Institutions listed herein above [or] any Laboratories owned / sponsored / assisted by State / Central Govt., [or] as approved by the Engineer-In-Charge and Contractor shall maintain proper record of the cubes casted along with results;
- (23) The Contractor shall prepare Bar Bending Schedules and submit a copy to BHEL before commencement of work;
- (24) Before steel reinforcement bars are cut, the Contractor shall study the lengths of bars required as per drawing and shall carry out cutting only to suit the sizes required as per drawing;
- (25) The Contractor, at his own cost, shall make / arrange precast concrete cover blocks of required shape and size for maintaining proper cover to Reinforcement as per design drawings;
- (26) In the case of Reinforced Concrete work, the Concrete shall be carefully consolidated and packed round the Reinforcement and Contractor shall take all necessary care to ensure that Reinforcement is not displaced during placement and / or compaction of concrete. If Reinforcement moves out of its place, it must be brought back into its original position immediately;
- (27) The reinforcement shall be securely bound wherever bars cross or wherever required with soft black annealed steel wire of gauge as specified in the BOQ, arranged at Contractor's own cost;
- (28) The Contractor shall take utmost care in applying lubrication to form work so that Reinforcement is absolutely free from oil / lubrication stains;
- (29) **For payment and reconciliation, the Contractor shall measure the Reinforcement / Electrical installations etc., actually placed at site before concreting only, in the presence of BHEL authorised representative. Assessment or measurement after concreting shall not be permitted;**
- (30) The Contractor shall carry out Sieve Analysis of Coarse & Fine Aggregates, Moisture content and make suitable modifications in Design Mix before Concreting and also maintain proper record of the same as directed by the Engineer-In-Charge. Also, the Work area shall be made free from rejected material at Contractor's own cost;
- (31) Coarse and Fine Aggregates shall be confirming to IS 383 or latest.
Unless otherwise specified, only Coarse River Sand conforming to IS: 383 shall be used in all Cement

related works.

- (32) In case of Ready-Mix Concrete, **15% of the value of such executed concrete quantity where concrete strength is desirable as per Design Drawings, shall be kept on hold** and same shall be released only after submission of all documents such as (i) approved Concrete Design Mix, (ii) Test results for Sieve Analysis of Fine aggregates, Coarse aggregates for every day of pouring, (iii) concrete cubes strength results at seven days & 28 days sampled as per IS 456, by the Contractor.
- (33) All Concrete / Masonry work shall be water cured for a minimum period as per BIS Code after concreting / construction or as directed by the Engineer-In-Charge. Horizontal surfaces shall be kept covered with water ponded by means of bunds and vertical surfaces like those of columns, fins etc., by burlaps kept constantly wet with water sprays. Mere sprinkling of water on vertical surface without sacks shall not be allowed;
- (34) The bricks shall be of regular, uniform in size, shape & colour, and uniformly well burnt but not over burnt. The bricks shall be free from cracks, chips, flaws, stones or lumps of any kind and the rating of efflorescence shall not be more than "moderate", when tested as per IS: 3495 of latest edition. They shall not have any part unburnt. They shall not break even after being dropped on the ground on their flat face in a standard condition from a height of 60 cm;
- (35) All bricks shall be immersed in water for 24 hours before being put into work so that they will be saturated and will not absorb water from the mortar;
- (36) No brick bats or cut bricks shall be used in the work unless absolutely necessary around irregular openings or for adjusting the dimensions of different course and for closers, in which case, full bricks shall be laid at corners, the bats being placed on the middle of the courses. All courses shall be laid truly horizontal and all vertical joints made truly vertical. Vertical joints of one course and the next below should not come over one another and shall not normally be nearer than quarter of a brick length. The verticality of the walls and horizontality of the courses shall be checked very often with plumb bob and spirit level respectively. All external wall should have fair face on exterior surface;
- (37) Unless otherwise specified, brick work shall be done in English Bond. Any change in type of Bond requires approval of Engineer-In-Charge. All walls coming in contact with reinforced concrete columns, beams, slabs etc., should be properly bonded. Joints shall not exceed 10 mm in thickness and this thickness shall be uniform throughout. When the brick surface is to be plastered, the joints shall be raked to a depth of 5 mm when the mortar is green, so as to provide good key to plaster.
- (38) Wherever required or as directed by the Engineer-In-Charge, Contractor **at his own cost** shall provide and fix chicken mesh / steel mesh of suitable width on either side of the joint between Concrete and brickwork surfaces and on either side of the wall (internal & external surface) before applying plastering;
- (39) Contractor **at his own cost** shall provide and fix chicken mesh / steel mesh of suitable width on all sides of the window / door openings in case of brickwork and on either side of the wall (internal & external surface) before applying plastering;
- (40) Contractor **at his own cost** shall provide and fix chicken mesh / steel mesh of suitable width over entire length of the groove made, if any, on the brick wall for running electrical / plumbing conduits before applying plastering;
- (41) The brick work shall be progressed so as to give uniform level and effective bond. Horizontal courses should be to line and level, and face plumb as shown on the plan. The rate of laying masonry may be up to a height of 80 cm per day in cement mortar or directed by the Engineer-In-Charge;
- (42) **The Contractor at his own cost shall prepare the layouts for the Electrification, lightning and other interior works and submit for approval of the Engineer-In-Charge before execution of the same;**
- (43) The Contractor shall engage only qualified & experienced welders / fabricators in Structural Steel works;
- (44) The Contractor shall comply all safety norms not limiting to providing safety banners, caution boards, safety bands / ribbons etc., wherever required;
- (45) The Contractor shall make proper arrangement at site for storage of his material and BHEL Free issue material at site and also keep proper record indicating arrival of new stock, consumption and balance stock etc., and shall submit the same to BHEL on demand;
- (46) The form work shall conform to the shape, lines and dimensions to suit the RCC members as shown in drawings. Form work shall be adequately designed to support the full weight of workers, fresh placed

concrete without yielding to settlement or deflection and to ensure good and truly aligned concrete finish in accordance with the construction drawings;

- (47) The form work shall be so designed that the sides of the beams shall be first struck leaving the soffit of beams and supporting props in position. Props shall be designed to allow accurate adjustment & to permit of their being struck without jarring the concrete;
- (48) **Material Register:** Contractor shall maintain separate Registers in CPWD format or as approved by the Engineer-In-Charge, for all kinds of material and produce on demand;
- (49) **Progress Register:** Contractor shall maintain Daily Progress Registers duly signed by Project Engineer mentioning works executed during the day, labour deployed, works planned for next day etc.
- (50) **Hindrance Registers:** Contractor shall maintain Hindrance Register(s) in CPWD format or as approved by the Engineer-In-Charge and record details of hindrances / delays occurred during the day of occurrence, reasons for occurrence, agency responsible for the hindrance etc.
- (51) The Contractor shall ensure that the forms are checked for water tightness just before concreting operation starts and shall make good any deficiencies. If instructed by the Engineer-In-Charge, building paper or any other approved materials may be used without any extra charge for the same;
- (52) Stripping time of Form work shall be as per IS 456 or as directed by the Engineer-In-Charge and shall then be removed with care so as to avoid injury to concrete. Under no circumstances shall form be struck until the concrete reaches sufficient strength. Wherever possible, the form work should be left longer as it would assist the curing.
- (53) The Contractor shall take all safety measures to the personnel engaged in the work.
- (54) The Contractor shall, at his own cost, do all rectifications / reconstruction of the work as per approved drawings and as directed by the Engineer-In-Charge for all kinds of damages to the structure(s) occur for whatsoever reason throughout the contract period till completion of the Maintenance & Defect Liability Period and BHEL shall not pay any amount on account of rectification of the same.
- (55) **Not limiting to above, Contractor shall submit Quality Assurance Plan for execution of Concreting, Structural Steel Fabrication & Erection, Masonry, Shuttering & Scaffolding etc.;**
- (56) **Scope of Fabrication of Structural Steel shall also include “Connections” design and preparation of fabrication & erection mark-up drawings in consultation with BHEL. Contractor shall prepare and submit these drawings at his own cost for BHEL review and shall proceed with fabrication works only after obtaining approval from BHEL.**
- (57) Responsibility of storage of Contractor’s material / BHEL material solely lies with the Contractor and shall be at his own cost;
- (58) Responsibility for accommodation of Contractor’s manpower solely lies with the Contractor at his own cost. BHEL shall not have any role in this account.
- (59) **Sampling and Testing of Bituminous Mix:** The Contractor shall, at his own cost, collect representative samples of the bituminous mix from the work site during laying of the road in the presence of the Engineer-In-Charge and arrange for testing as per the relevant Indian Standards (IS), IRC Codes, and Ministry of Road Transport and Highways, Government of India (MoRTH) Specifications, as applicable. The Engineer-In-Charge may also direct the Contractor to extract core samples from the completed bituminous pavement at specified locations for verification of thickness, density, bitumen content, degree of compaction, and other specified parameters. All sampling, core cutting, transportation, testing, submission of test reports, and reinstatement of core holes shall be carried out by the Contractor at his own cost through any of the approved laboratories / institutions listed herein above. No separate payment shall be made for these activities, and the cost thereof shall be deemed to be included in the quoted rates.

Note: All men, material, machinery, tools, measuring equipment, instrumentation, technical expertise, charges for vetting, maintenance of records, preparing & printing drawings etc., and any other expenditure incurred / required for compliance of above all Technical Specifications shall be borne by the Contractor. No additional payment shall be made to the Contractor to comply above requirements of Technical Specification.

6.A.5. TIME SCHEDULE

1.0 Time of completion

- * 1.1 The work shall be executed strictly as per time schedule mentioned in NIT. The period of completion given includes the time required for testing / rectifications, if any retesting and completion in all respects to the entire satisfaction of Engineer-In-Charge.
- * 1.2 A joint programme of execution of work will be prepared by the Engineer-In-Charge of BHEL and Contractor.
- * 1.3 The successful tenderer shall submit a bar chart / net work indicating various activities wise within ten days of date of LOI which shall have a bearing on the contract period.

2.0 CONSTRUCTION / PROGRESS REPORTS

- * 2.1 Contractor shall make every effort to keep BHEL adequately informed as to the progress of the work throughout the contract period. Contractor shall keep BHEL informed well in advance of the construction schedule so as to permit BHEL to arrange for requisite inspection to be carried out in such a manner as to minimize the interference with the progress of the work. It is imperative that close co-ordination be maintained with BHEL / CONSULTANT during all phases of the work.
- * 2.2 By second day of each month contractor shall furnish BHEL a detailed report covering the progress as of the last day of the previous month. These reports shall indicate actual and the scheduled percentage of completion as well as general comments of interest on the progress of various phases of the work.
- * 2.3 Once a week Contractor shall submit a summary of the work accomplished during the preceding week in the form of percentage completion of the various phases of the work to BHEL.
- * 2.4 Progress reports shall be submitted by contractor with documents such as charts, networks, photographs, test certificated etc., such progress reports shall be in the form and size as may be required by BHEL and shall be submitted in at least three copies.
- * 2.5 Monthly / weekly construction programme will be drawn up by Engineer-In-Charge BHEL jointly with the contractor based on availability of work fronts. The contractor shall scrupulously adhere to these targets programmed by deploying adequate personnel and construction tools and tackles and he shall also supply all materials in his scope of supply in time to achieve the targets setout in the weekly and monthly programmes. In all matters concerning the extent of targets setout in the weekly and monthly programme targets and the degree of achievements, the decision of the Engineer-In-Charge shall be final and binding on the contractor.
- * 2.6 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of the work done on previous day in the Performa prescribed by the Engineer-In-Charge.
- * 2.7 All works shall be completed within time schedule from the day of issuing the letter indent. Fronts shall be given for working to other agencies and finishing shall be done close co-ordination with the agencies working at site.
- * 2.8 If there is a delay in completion due to departmental delays suitable extension as per conditions of the contract will be given but no claims will be entertained for the over-stay and idle manpower.
- * 2.9 If there is a delay in completion due to contractor delay LD (liquidated damages) is to be levied as per the terms of the contract.

7.A **PRO-FORMA FOR OFFERING TECHNO BID:**

TECHNO-COMMERCIAL BID

To,
Bharat Heavy Electricals Limited
HPVP, VISAKHAPATNAM, ANDHRAPRADESH-530012

Dear Sir,

I / We hereby offer to carry out the work

“_____” against Tender Enquiry No.

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

S No.	Description	PART-A
2.0	PREQUALIFICATION REQUIREMENTS [PQR]	
2.1	FINANCIAL TERMS AND CONDITIONS	
2.2	INSTRUCTIONS TO TENDERER	
3.0	GENERAL TERMS AND CONDITIONS	
3.1	ELIGIBILITY CRITERIA	
3.2	EARNEST MONEY DEPOSIT [EMD]	
3.3	SECURITY DEPOSIT [SD]	
3.4	STATUTORY REQUIREMENTS	
3.5	MANPOWER	
3.5.A	SAFETY & PPEs	
3.6	PERIOD OF CONTRACT	
3.6.A	RIGHT OF BHEL TO PRIORITISE WORK	
3.7	FAILURE TO COMPLY WITH CONTRACT	
3.8	PAYMENT TERMS	
3.9	PRICE VARIATION CLAUSE	
3.10	SUB-CONTRACTING	
3.11	LAWS GOVERNING THE CONTRACT	
3.12	LEGAL JURISDICTION	
3.13	MAINTENANCE & DEFECT LIABILITY PERIOD	
3.14	CONFLICT OF INTEREST AMONG BIDDERS / AGENTS	
3.15	BREACH OF CONTRACT	
3.16	SUSPENSION OF BUSINESS DEALINGS	
4	DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR	
5	CONCILIATION & ARBITRATION	
6	CONTRACT WORK DESCRIPTION – SCHEDULE “A”	
7.A	PRO-FORMA FOR OFFERING TECHNICAL BID	
7.B	SPECIAL TERMS AND CONDITIONS	
7.C	SPECIFICATION INFORMATION TO THE CONTRACTOR	
7.D	EVALUATION OF PRICE BID	

Note: Tender document cost which is in the form of RTGS / NEFT shall be enclosed in Part –A only

I / We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am / We are in possession of independent PF, ESI Codes.

I / We undertake to obtain applicable the PF, ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF, ESI contributions from wages / bills

Strike out which is not applicable

PART - A
TECHNICAL BID - I

Tender Enquiry No. :

Date: _____

Details of the Contractor**(a) Name and Address of the Firm :**

Contact person :

Vendor code :

(if already allotted by BHEL)

Phone / Mobile No :

Email id :

(b) Name and address of the Proprietor / Director / Partners :**(c) Is any contract being operated under the control of the tenderer in BHEL (if Yes, furnish the details) : Yes / No**

SNo.	Location / Address	Value of Work	Date of Completion
1			
2			
3			

(d) Is any relative of tenderer employed in BHEL (if Yes, furnish the details) : Yes / No

SNo.	Name	Staff No / Designation	Location / Unit / Dept
1			
2			
3			

Signature of Tenderer

Date: _____

PART – A

TECHNICAL BID - II

The contractor shall confirm the enclosure of all the below documents without which tenderer may not be eligible to participate in the tender:

1	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
2	PAN	
3	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
4	GST REGISTRATION NUMBER	
4.1	State in which registered	
4.2	Type of GST Registration: Composite or Regular (Indicate Composite or Regular)	
4.3	Whether Casual Taxable person or non-resident taxable person or regular taxable person	
4.4	Place from where the services are rendered	
5	Banker's Name & Address	
6	Bank A/C No. & Branch	
7	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
8	Financial Turnover of any of the <u>three consecutive financial years</u> duly certified by qualified Chartered Accountant: Notes: (1) Financial Turnover of FY 2025-26, FY 2024-25, FY 2023-24 and FY 2022-23 only shall be considered. (2) Max. of the three <u>consecutive</u> financial years shall be considered for calculating Average Financial Turnover. (3) If Returns or Turnover of any of the above consecutive financial year(s) is / are not provided, same shall be considered as <u>ZERO</u>.	Financial Years: 2025-26: 2024-25: 2023-24: 2022-23:
9	Particulars of Experience / Credentials: As per pre-qualification requirements, <u>Work completion certificates to be enclosed.</u> If Tenderer submits Private Company experience, the following documents should be submitted along with technical bid: Awardal Copy, Agreement Copy, TDS, otherwise bid shall be liable for rejection.	
10	Labour License(State/Central) validity up to In case not available, bidder shall submit the License before commencement of the work.	

- a) Tenderer undertakes that photocopies in support of the above, wherever applicable, are attached.
 b) **If answers at S No. 1, 2, 3, 4, 8 are not available or mentioned “NO” then the bid is liable to be rejected.**

Signature of Tenderer

Date: _____

7.B SPECIAL TERMS AND CONDITIONS OF CONTRACT:

- 7.B.1** The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- 7.B.2** Ensure cleanliness of the preparation area / work spot before and after the work on daily basis.
- 7.B.3** The quantity shall be counted, measured, weighed, and certified by the authorized persons.
- 7.B.4** The quantities may vary depending on the requirement and shall be informed in advance by BHEL.
- 7.B.5** The payment shall be as per actual quantity prepared, executed and accounted.
- 7.B.6** In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the Contract Executing Officer may initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective Product Head. In case, the contractor default / fail to pay wages to the contract labour repeatedly (more than once) the Contract Executing Officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting / banning the said contractor from participating in the future bidding / tendering in BHEL.
- 7.B.7** A site office (Container Type) to be established by the contractor near to the proposed work site.

7.C SPECIFIC INFORMATION TO THE CONTRACTOR:

[Refer Clauses 2.1.3 of NIT for Penalty Terms; 2.1.4 for Liquidated Damages; 3.5.A of NIT for Safety; 3.6 for Period of Contract; 3.6.A for Right of BHEL to Prioritise Work; 3.8 for Payment Terms and 3.13 for Maintenance & Defect Liability Period.](#)

7.D EVALUATION OF PRICE BID:

- 7.D.1** Bidder has to opt either “Excess (+)” or “Less (-)” present at bottom of the BOQ excel sheet provided with NIT. **A single percentage (%)** must be quoted for all categories mentioned in the Price Bid Pro-forma as the job would be awarded to successful tenderer(L1), as per NIT criteria.
- 7.D.2** Price bid evaluation shall be made on the basis of service charge (%) quoted by the tenderer.
- 7.D.3** In case more than one agency becomes L1 by quoting same value, further sealed quotations shall be called for, from those L1 agencies only, to decide final agency with further lowest rates. No agency shall quote more than his original tender value, while re-quoting.
- 7.D.4** In case more than one bidder happens to occupy the L1 status even after opening of above sealed quotations, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).
- 7.D.5** Contractor shall take total care to educate himself to know the prevailing wages, bonus and other statutory amounts payable to contract labour in BHEL, HPVP, Visakhapatnam and quote rates taking into account all aspects of the contract.
- 7.D.6** Loading Criteria: In the event a bidder proposes any deviation from the standard payment terms prescribed under Clause 3.8, the bid price shall be financially loaded during the evaluation process using the following formula

$$\text{Loaded Price} = \text{Quoted Price} \times \left\{ 1 + \left[\left(\frac{\text{SBPLR} + 2}{100} \right) \times \left(\frac{D}{365} \right) \right] \right\}$$

Where:

- SBPLR: The prevailing State Bank Prime Lending Rate as on the date of the technical bid opening.
- Deviation Days(D): The number of days by which the vendor's proposed credit period falls short of the standard credit period mandated in Clause 3.8.

7.E MSE SUPPLIER:

- (1) **As this is a Works Contract, waiver of EMD for MSME bidders is NOT applicable.** However, for availing the other benefits, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy shall have to submit the following documents with the Techno-Commercial offer –

- attested copies of **UDYAM certificate or valid NSIC certificate**
- attested copy of a CA certificate (Format enclosed at Annexure-B) applicable for the relevant financial year (latest audited).

- (2) 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 of MSE	SC / ST owned	Women owned	Others (excluding SC / ST and Women owned)
Micro			
Small			

- (3) If an enterprise falling under MSME category as defined in the Act, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.
- (4) BHEL HPVP is registered with RXIL (TReDS) platform. MSME bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.
- (5) In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform (i.e RXIL, Ml xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop-down menu on Suvidha portal of BHEL, at the time of invoice submission.
- (6) Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier. The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.
- (7) In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.

Notes:

- If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.
- Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission.
- Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non-MSE Category till the bidder submits these documents.
- As the NIT is through BHEL GePNIC portal (e-procurement), above documents are to be uploaded on the portal.

7.F PRO-FORMA FOR PRICE BID: Enclosed as a separate File.

8.A DECLARATION BY TENDERER:**ANNEXURE-A****DECLARATION BY TENDERER**

I, _____ aged _____ years,

S/o _____ residing at _____.

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organisations such as Central / State / Public Undertakings by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither my-self nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date: _____

8.B CERTIFICATE BY CHARTERED ACCOUNTANT (on letter head):**ANNEXURE-B****Certificate by Chartered Accountant on letter head for MSME bidder**

This is to Certify that M/s (hereinafter referred to as “company”) having its registered office at is registered under Micro, Small and Medium Enterprises Development Act, 2006 (**MSMED Act, 2006**) having **Udyam Registration No:** Category:, (Micro / Small / Medium) (Copy enclosed).

Further Verified from the Books of Accounts, the **investment and turnover** of enterprise for the latest audited financial year is as follows:

1. Investment in plant and machinery or equipment (i.e. all tangible assets other than land and building, furniture and fittings) calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is Rs.....Lakhs.
2. Turnover of the enterprise calculated as specified by the Ministry of Micro Small and Medium Enterprises vide its notification No. S.O.2119 (E) Dated: 26.06.2020 is Rs.....Lakhs.
3. The above investment in plant and machinery or equipment is within the permissible limit of Rs..... Lakhs **and** Turnover is within the permissible limit of Rs..... Lakhs applicable for..... Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant.

8.C BID SECURING DECLARATION FORM:**ANNEXURE-C****BID SECURING DECLARATION FORM**

I / We, the undersigned, declare that:

I / We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I / We accept that I / we will automatically be suspended from being eligible for bidding in any contract with BHEL for a period of **two years** from the date of notification, if I am /we are in breach of any obligation(s) under the bid conditions, because I/we:

- (a) have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I / We understand this Bid-Securing Declaration shall expire if I am/we are not the successful Bidder, upon the earlier of (i) our receipt of your notification of the name of the successful Bidder; or (ii) **thirty days** after the expiration of my / our Bid.

Signature of Tenderer

Date: _____

Place: _____

8.D UNDERTAKING BY TENDERER FOR DEPLOYMENT OF CANDIDATES AS PER NIT:**ANNEXURE-E****UNDERTAKING BY TENDERER FOR DEPLOYMENT OF CANDIDATES AS PER NIT**

I / We, M/s _____, address
_____ through
this undertaking confirms and undertake that we shall deploy required candidates as per NIT qualification /
experience and the full details of persons will be submitted at the time deployment for scrutiny of BHEL
within 2 days from the date of LOA.

Signature of Tenderer

Date: _____

Place: _____

9 GENERAL TERMS & CONDITIONS OF CONTRACT AGREEMENT:

9.1 REFUND OF SECURITY DEPOSIT:

Security Deposit of contractor shall be refunded only after the expiry of the contract period including Maintenance & Defect Liability Period, if any and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor. **The Security Deposit component like FDR, Bank Guarantee, and other Financial Instruments as per NIT should be collected in person from BHEL by the representative who is authorized by the Tenderer / Contractor.**

9.2 The Contractor shall initially pay the wages, and other statutory payments etc., within the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective statutory departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.

9.3 BONUS & GRATUITY PAYMENT:

9.3.1 BONUS PAYMENT:

The Contractor shall pay bonus to all eligible workers engaged under the Contract, for the entire Contract Period, including any extended period, strictly in accordance with the provisions of the Payment of Bonus Act, 1965, and the rules and amendments issued thereunder from time to time.

The rates quoted by the bidder / contractor, including the rates finalised after Reverse Auction (if conducted) and the final rates offered by the bidder / contractor for awarding the Contract shall be inclusive of bonus component **and BHEL shall not reimburse or compensate any amount towards this to the Contractor. The Bonus amount payable shall be not less than 8.33% of the Andhrapradesh State minimum wages** or as per New Labour Codes, as applicable for the relevant period.

9.3.2 GRATUITY PAYMENT:

The Contractor shall comply to all relevant provisions related to payment of gratuity in respect of the manpower deployed in line with the Code on Social Security, 2020. The Contractor, at his own cost, shall be required to contribute towards gratuity payment of his employees / workers required as per the code. The rates quoted by the bidder / contractor, including the rates finalised after Reverse Auction (if conducted) and the final rates offered by the bidder / contractor for awarding the Contract shall be inclusive of Gratuity component **and BHEL shall not reimburse or compensate any amount towards this to the Contractor.**

9.4 The Contractor shall be solely responsible for the safety and welfare of its workmen from the time they enter the Factory premises until they leave the Factory premises, including during the execution of any work connected with the contract. The Contractor shall also ensure the proper use of uniforms and Personal Protective Equipment (PPE) by its workmen at all times.

9.5 The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period.

9.6 The contractor shall fully comply with the following enactments / guidelines:

- (i) Contract Labour (R & A) Act, 1970 & applicable Rules thereof
- (ii) Minimum Wages Act 1948
- (iii) Payment of Wages Act, 1936
- (iv) ESI Act, 1948
- (v) EPF & Misc. Prov. Act, 1952
- (vi) Employees Compensation Act, 1923.
- (vii) Andhra Pradesh Labour Welfare Fund Act, 1987
- (viii) Inter State Migrant Workmen (RE & CS) Act, 1979
- (ix) Payment of Bonus Act, 1965
- (x) Payment of Gratuity Act, 1972
- (xi) Equal Remuneration Act, 1976
- (xii) The Company's instructions as issued from time to time in regard to working hours, wages, leave,

holidays etc.

Note: Applicability of new Labour Laws / Codes:

Notwithstanding any provision contained in this NIT, the Contractor shall mandatorily comply with all applicable and latest Labour Laws / Labour Codes as notified by the Government of India from time to time.

Any guidelines, circulars, instructions, or amendments issued by BHEL in this regard shall be deemed to form an integral part of the Contract Agreement and shall be binding on the Contractor.

9.7 The contractor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in BHELHPVP under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to BHEL, HPVP, on or before the date of commencement of contract.

9.8 The Contractor shall produce the following Registers and forms (as applicable) before commencement of work, for verification by the Contract Executing Officer / Contract Labour Cell of the company, **without which labour entry permission will not be granted.**

- (a) Form XIII - Register of workmen employed by contractor (Rule 75)
- (b) Form XIV - Employment card issued by contractor (Rule 76)
- (c) Form XVI - Muster Roll (Rule 78(1)(a)(i))
- (d) Form XVII - Register of wages (Rule 78(1)(a)(i))
- (e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
- (f) Form XIX - Wage Slip (Rule 78)(b)
- (g) Form XX - Register of deduction for damages or loss
- (h) Form XXI - Register of fines (Rule 78)(1)(a)(ii)
- (i) Form XXII - Register of advances (Rule 78)(1)(a)(ii)
- (j) Form XXIII - Register of overtime (Rule 78)(1)(a)(iii)
- (k) Form XXIV - Return to be sent by the contractor to Licensing Officer (Rule 82)(1)

The contractor shall maintain the above and any other registers and forms applicable under various Acts/Rules neatly, completely and legibly for inspection by various statutory authorities and by the company officials even at short notice. All above registers shall be maintained at the place of work.

In addition to the above the following are required to be taken care by the contractor under Contract Labour (R&A) Act 1970.

- (a) Copy of license to be displayed at the work spot as required under Rule 25 (2) 9.
- (b) Rates of wages, hours of work, wage period, date of payment, name and address of inspector, date of payment of unpaid wage in English, Hindi and Telugu are to be displayed as per rule 81 (1) (i).
- (c) Notice showing wage period, place and date of disbursement of wages has to be displayed and a copy of the same is required to be sent to Principal Employer under acknowledgement as per rule 71.
- (d) An abstract of the Act and Rules in the form approved by the Chief Labour Commissioner (Central), New Delhi to be displayed in English and Hindi and Telugu as per rule 79.
- (e) Copies of Notices required to be displayed as per Rule 81(1) (i) and any change occur the same shall be submitted as per Rule 81 (2).
- (f) Notice of commencement of work has to be given as required under Rule 25 (2) (viii) in form VIA
- (g) Register of person employed to be maintained as required under Rule 75
- (h) Employment cards were to be issued as per rule 76 (i)
- (i) Register of wages and muster roll to be maintained as per Rule 78(1)(a)(i)
- (j) Register of fines, deductions and advances to be maintained as per Rule 78(1)(a)(ii)
- (k) Register of overtime to be maintained as per rule 78(1)(a)(iii)
- (l) Wage slips have to be issued as per rule 78(1)(b)
- (m) Half Yearly return for the half year ending _____ to be submitted as per Rule 82(1) to the Licensing Officer
- (n) Latrines and Urinals to be provided for the use of the workers as per rule 51 to 56 read with section 18
- (o) First aid facilities to be provided for the use of the workers as per rule 58 read with section 19
- (p) Crèche facilities to be provided for the use of children of women as per Rule 25(2)(vi)

9.9 The contractor shall observe

- (i) Weekly rest day
- (ii) The Company List of Holidays.

9.10 Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification (issued by Local Police Dept.,) in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Human Resource Department/IR section through the contract executing officers before

commencement of the work.

- 9.11 The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by Executive in charge of Contract Labour Cell of HR IR section.
- 9.12 Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Contract Labour Cell of HR IR section through his contract executing officer, for forwarding the same to State / Central Labour Department as applicable.
- 9.13 The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit list of shift wise contract labour engaged by him in duplicate to CISF Personnel at J Gate on daily basis.
- 9.14 **The Contractor shall pay BHEL fair wages (which consists of State minimum wages and additional payments) to their workers. The Contractor shall pay allowances / incentives as decided and communicated by BHEL, from time to time. Reimbursement of any increase in BHEL fair wages to the Contractor after payment of the same to the eligible workers engaged under the contract shall be as per Clause 3.9 of NIT i.e., Price Variation Clause.**
- 9.15 The Contractor shall comply with all the statutory provisions such as Bonus (8.33% of state minimum wages), PF (13% of wages i.e., Basic+DA), EDLI (0.5%), ESI, Gratuity, GST, Swachh Bharat Cess as per norms and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leaves, Andhra Pradesh Labour Welfare Fund Act etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.
- 9.16 The contractor shall attend to all inspections notified / conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.
- 9.17 Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 9.18 Contractor shall furnish in a separate letter, his place of residence and postal address. The delivery at the above-named place or posting in a Post Box regularly maintained by the Postal Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
- 9.19 The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
- 9.20 Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
- 9.21 Contractor on the advice of the Company official shall immediately remove any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
- 9.22 Wherever required, the contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover.
- 9.23 The contractor shall give all notices required by the Acts, Regulation, Bye-laws, and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the Company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the Company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
- 9.24 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment's and shall indemnify the Company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees compensation Act does not apply, take steps to properly insure against any claims thereunder.
- 9.25 In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act. VIII of 1923 whether by the contractor or by the Company as principal, it shall be lawful for the Company to retain out of monies due and payable to the contractor such sum or sums of money as may,

in the opinion of the Company shall be final in regard to all matter arising in this clause.

- 9.26 No work shall be done on Sundays or on any other declared Holidays of the Company without the written permission of the Company officer in charge of the work and HR/IR section of Contract Labour Cell. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.
- 9.27 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
- 9.28 On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official in charge of the work. The Contractor will also pay compensation as determined by the Authorities.
- 9.29 The contractor shall indemnify the Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the Company, as a consequence of failure, the Company to give notice under the Employees Compensation Act 1923 or otherwise confirm to the provisions of the said Act in regard to such accident.
- 9.30 The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- 9.31 The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act 1948 and Provident Fund Misc. Prov. Act 1952 etc., as amended from time to time.
- 9.32 The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.**
- 9.33 The contractor shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 9.34 The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the contractor in making such payment, and payment of his bill will be deferred despite other legal action.
- 9.35 The Income tax as applicable will be deducted from the bill of the contractor.
- 9.36 The Contractor shall maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, leave etc.
- 9.37 The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per BHELHPVP direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
- 9.38 In addition to the above holidays mentioned at Clause 9.36 above, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, HPVP, Visakhapatnam also, then the Contractor shall extend paid Holiday/s to his workmen.
- 9.39 The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund & Misc. Prov. Act 1952 in the case of all eligible Labours engaged by him in the BHEL HPVP, Visakhapatnam (employees) and in the process shall conform to all stipulated conditions under the Provident Fund & Misc. Provisions Act 1952 and rules framed thereunder. The PF contribution i.e. 13% shall be paid on total wages paid to the contract labour.
- 9.40 Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 9.41 The contractor should engage only those labours who shall be more than 18 (eighteen) years of age.
- 9.42 The contractor shall not resort to subcontracting under any circumstances without written consent from BHEL
- 9.43 The contractor shall provide the required safety equipment to the labours engaged by him.
- 9.44 Contractor shall issue "Employment Card" to all labour and supervisors covered under the labour / works / job work contract as prescribed under the Contract Labour (R&A) Acts/Rules.
- 9.45 A copy of the agreement between contractor and his labour shall be submitted to the Contract Labour Cell of HR-IR section
- 9.46 Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned Company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
- 9.47 The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the Company

and may or may not be the actuals required for execution.

- 9.48** The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.
- 9.49** All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions.
- 9.50** Supplementing or explaining the same as may be from time to time shall be done by the Company official.
- 9.51** For all modifications, omissions or additions to the specifications, the Company shall issue revised written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the Company in writing.
- 9.52** The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
- 9.53** All materials, articles and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the Company.
- 9.54** Sample of materials shall be furnished by the contractor at his expense to the Company when called for before executions of any work. On approval of the sample of materials by authorized Official of the Company, the Contractor shall take up the work.
- 9.55** The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 9.56** The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismissal, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 9.57** The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 9.58** The contractor shall employ only such personnel who found fit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 9.59** The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 9.60** Out of total manpower to be deployed the Contractor shall to the extent possible deploy 15% scheduled castes and 7.5% of scheduled tribe community.
- 9.61** The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications of the Company shall be taken down and removed from the work site at the contractor's expenses.
- 9.62** The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, specifications, notes, procedures etc.
- 9.63** The decision of the "Contract Signing Officer" or any officer deputed by BHEL duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final and binding on the Contractor.
- 9.64** Contractor shall be deemed to have included in his tender price of all the plant, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.
- 9.65** If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, Company Officials may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order/s and on failure of which the Company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.
- 9.66** It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery

that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.

- 9.67** Any electric power required for contractor's machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board / Company and charges there on shall be recovered from the contractor.
- 9.68** The contractor shall comply to all applicable rules & regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
- 9.69** All waste material as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the Company. If this is not adhered to, the Company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 9.70** Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the Company shall be deducted from the respective bills / any other payments due to the Contractor. Any loss or damages caused by the workmen of the contractor arising due to any strike/ stoppage of works / agitations / dharnas etc. The Contractor shall be responsible for such actions of their workmen engaged and all such losses or damages incurred to the company shall be recovered from the contractor.
- 9.71** BHEL reserves the right to terminate the contract by issuing Thirty (30) days' Notice on account of failure of the contractor in discharging their respective contractual obligations mentioned in this contract.
- 9.72** BHEL reserves its right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- 9.73** In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 9.74** In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL shall be recovered from the bills, security deposits, other dues, directly from the contractor or by initiating appropriate legal action.
- 9.75** In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor or forfeiture of Security Deposit at the discretion of the competent authority of the Company. On successful completion of the contract to the satisfaction of the Company, the bank guarantee/SD shall be released after due claim period.
- 9.76** This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to Clause 5 of this NIT, the Civil Court having original Civil Jurisdiction at Visakhapatnam, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
- 9.77** The Company reserves the right to enter into parallel agreement with one or more contractor at their discretion.
- 9.78** Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only within two weeks.
- 9.79** The labour employed by the Contractor, if found in abetting any fellow labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further, the Contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government as applicable from time to time.
- 9.80** Wherever BHEL / COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
- 9.81** Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- 9.82** The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions, which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 9.83** **NIT Terms & Conditions shall be part of the Contract Agreement and in case of any ambiguity or contradiction between Contract Agreement and NIT after conclusion of Agreement, Contract Agreement shall prevail.**
- 9.84** **Till conclusion of the Agreement, refer respective clauses of NIT for any ambiguity in proforma of Agreement.**

9.85 FORCE MAJEURE:

The Contractor shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.

Only those causes that have duration of more than seven days shall be considered cause of force majeure. Notification to this effect duly certified by local chamber of commerce / statutory authorities with supporting documents shall be given by the bidder to BHEL by registered letter / courier service immediately without loss of time.

In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

In the event of such cancellation the bidder shall refund any amount advanced or paid to the bidder by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

10 SPECIAL INSTRUCTIONS:

- 10.1** If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation / firm is required to furnish evidence of its existence along with bid.
- 10.2** Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of "Officer Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" (Ex. DGM (CDC)) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation, shall entail forfeiture of the earnest money.
- 10.3** Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for a uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
- 10.4** **Tenderers shall keep the offer valid for a period of 180 days from the date of opening of tender. After** submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the tenderer will automatically be suspended from being eligible for bidding in any contract with BHEL for a period of **two years** from the date of notification.
- 10.5** Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
- 10.6** The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
- 10.7** The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.
- 10.8** Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
- 10.9** The contractor has to produce the bank guarantee, in the prescribed pro-forma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.

- 10.10 When the material are reporting to inside the factory area with vehicles the agency are requested to engage drivers with commercial transport vehicle driving license.
- 10.11 **Guidelines and statutory payments to Contract work force for submitting tenders for Civil Works as per Circular issued by BHEL(Enclosed at Annexure-Wages).**

Notes:

The Tenderers / Contractors are advised to quote the rates considering the above statutory payments including BONUS and also future increase in wage rate to contract work force. BHEL will not pay any amount to Contractor or his workers on account of this.

- 10.12 After completion of the work, if **Experience Certificate** is required for the contractor, the agency has to submit the request in **BHEL Suvidha – Unified Supplier Portal** (<https://suvidha.bhel.in/>).

11 सामग्री जारी करना: शिड्यूल "बी" | **ISSUE OF MATERIAL: SCHEDULE – B**

11.1 **FREE ISSUE MATERIAL:**

Unless otherwise it is specifically mentioned in any of the items of Schedule-A that material shall be issued free of cost by BHEL, all materials shall be in Contractor's scope and Unit rates quoted by the Contractor includes cost of raw material and all consumables required therein for accomplishment of the work.

11.2 Wherever it is specifically mentioned that material shall be issued free of cost by BHEL, such material shall be issued at respective stores of BHEL and Unit rates quoted by the Contractor excludes only cost of raw material but includes all consumables required therein for accomplishment of the work including transportation of material from BHEL stores to site.

11.3 It is the responsibility of the contractor to submit his demands for stores / BHEL in writing at least 7 days in advance of the actual requirements.

11.4 Issue of all stores materials is subject to the extent of their availability at the place of issue noted above. The contractor should bring any of the materials shown above in case the BHEL desire so. The contractor shall not be entitled to any claim or compensation for non-supply of the materials, for delay in the supply of materials under any circumstances.

11.5 The materials will be issued only during the working hours. The contractor should have to transport them to site of work at his own cost as soon as they are issued to him.

11.6 The contractor shall from time to time, render & maintain proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of the materials will be made to him and he shall be held responsible for any delay in the execution of the work which may occur on this account.

11.7 **STRUCTURAL STEEL:**

Unless otherwise it is specifically mentioned in respective items of Schedule-A that Structural Steel shall be issued free of cost by BHEL(Refer Annexure-SS for details),

Wherever it is specifically mentioned that Structural Steel shall be issued free of cost by BHEL, same shall be issued in lengths / weights as stocked by BHEL. The surplus steel is represented by the difference between the quantity issued to the Contractor and the quantity required & utilised on the work with an allowance of 5% towards scrap. The scrap will be the property of the contractor; the contractor will be responsible for the removal from the site in time as directed by the Engineer-In-Charge. The cut pieces and surplus returned shall not be shorter than three (03) meters in length.

11.8 **MATERIAL RECONCILIATION:**

All surplus material in good condition whether issued free of cost or on cost recovery basis and which are not returned to respective BHEL Stores and also quantities of materials consumed in excess of the actual requirements **shall be charged at punitive rates**. The decision of the Engineer-In-Charge as to the extent to which the materials have been rendered surplus or have been consumed in excess of the actual requirements shall be final and binding on the Contractor.

i) **Value of the material at normal rates:** Value of the material includes applicable GST and shall be assessed at latest purchase rates of BHEL (HPVP) or Unit rates as mentioned below, whichever is higher.

• **Unit rate of Structural Steel: Rs. 65,000/- per MT, GST extra.**

ii) **Value of the material at punitive rates:** 100% more than the Value of the material at normal rates, mentioned herein above.

11.9 **TAKING MATERIAL OUTSIDE THE FACTORY FOR CUTTING & BENDING ETC.:**

If the Contractor intends to take Structural Steel whether issued free of cost or on cost-recovery basis, outside the Factory premises, irrespective of whether it is to be consumed inside or outside the Factory, for cutting, bending etc., to suit the work, such permission shall be granted on a case-to-case basis, strictly on **“Returnable & Weighment Basis”** subject to compliance with the latest laid-down procedures of BHEL, including the following:

- i) The Contractor shall furnish an **Additional Security Deposit** in the form of Bank Guarantee, Fixed Deposit Receipt (FDR), or an equivalent cashless instrument, **for an amount equal to value of the material at normal rates mentioned herein above.**
- ii) The Contractor shall bring back the material inside the Factory within 50% of the Contract Period or within one-month from the date of taking out the material, whichever is less.
- iii) If the Contractor fails to return the material inside the Factory within the stipulated time as mentioned above, recovery shall be made at the rate of 10% of the value of the unreturned quantity at normal rates, for each week of delay or part thereof, from any dues payable to the Contractor. However, if the material is returned before closure of the Contract, the recovery shall be limited to the normal value of the material.
- iv) If the material, either in full or in part, is not returned inside the Factory by the time of Contract closure, the value of such material shall be recovered at punitive rates as per Material Reconciliation Clause of NIT, before releasing the Additional Security Deposit.
- v) **No allowance for scrap shall be allowed for the material taken outside Factory on “Returnable & Weighment basis”.**
- vi) The Contractor shall be solely responsible for bringing back the same material issued. In case the material brought back is found to be of inferior quality, or in damaged condition, or of inferior make, such material shall be treated as materials consumed in excess of the actual requirements and shall be recovered at punitive rates as per Material Reconciliation Clause of NIT, before releasing the Additional Security Deposit, irrespective of payment made for labour charges for its actual consumption in works.
- vii) The Contractor shall take all necessary preventive and protective measures to ensure the safety and security of the material taken outside the Factory, including during transportation, against theft, fire, flooding, and other unforeseen conditions.
- viii) If the material taken outside the Factory for cutting & bending is to be consumed outside the Factory compound wall / premises, either in full or in part, the same shall first be brought back inside the Factory on weighment basis, reconciled, and thereafter taken out on Non-returnable & weighment basis as per laid down procedures.

12 SERVICES: SCHEDULE – C:

12.1 WATER:

Water, if required, for construction purposes shall be supplied by BHEL at a convenient point, as determined by the Engineer-In-Charge. The Contractor shall make all arrangements at his own cost for further distribution of water to required locations including providing, installation and maintenance of water meters wherever necessary.

The charges for water consumption shall be as per below:

SNo	Description	Charges (Unit rate)
1	Where water meters are provided and maintained by the Contractor	Rs. 90/- (Rs. Ninty only) per kilo litre
2	Where water meters are not provided by the Contractor (subject to prior approval of the Engineer-in-Charge)	
2.1	When water from BHEL sources is used for <i>production of cement-based works</i> (e.g., in-situ concrete mix, cement mortar), and for related activities such as curing.	1.0% of the total executed value of all cement-based works.
2.2	When water from non-BHEL sources is used for <i>production of cement-based works</i> (e.g., Ready Mix Concrete produced outside BHEL premises), but water from BHEL sources is used for curing or other related activities.	0.5% of the total executed value of all cement related works.

12.2 ELECTRICITY:

Electric power, if required, shall be provided by BHEL at a convenient point as determined by the Engineer-In-Charge. The Contractor shall make all necessary arrangements, at his own cost, for extending the electrical supply to the required work locations, including wiring, cabling, switchgear, safety devices, and maintenance thereof.

The charges for Electricity consumption shall be as per below:

SNo	Description	Charges (Unit rate)
1	Where functional energy meters are provided and maintained by the Contractor at his own cost.	Rs. 5.85/- (Rupees Eight and Seventy Paise only) per unit.
2	Where meters cannot be provided by the Contractor (subject to prior approval of the Engineer-In-Charge)	70 Units per each MT of Structural Steel fabrication Charges shall be calculated at Rs. 5.85 per Unit as specified in point (1) above.

Note: In case any changes in above rates by APEPDCL, same rates will be applicable from the effective date of implementation

13 **REVERSE AUCTION (RA):**

- 13.1 **BHEL shall be resorting to Reverse Auction (RA) for this tender.** Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for Reverse Auction (RA).
- 13.2 Reverse Auction (RA) shall be conducted among all the techno-commercially qualified bidders who are becoming eligible under Reverse Auction guidelines.
- 13.3 In case any bidder(s) do(es) not participate in online Reverse Auction, for whatsoever reason, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 13.4 L1 bidder shall be decided after Reverse Auction Process.
- 13.5 **For complete details of Reverse Auction, click on below link:**
<https://bhel.com/guidelines-reverse-auction-2024>
(Guidelines as available on www.bhel.com)

14 **INTEGRITY PACT:**

INTEGRITY PACT (IP) is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

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

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

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

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

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs.

15 PRO-FORMA FOR BANK GUARANTEE (in-lieu of SECURITY DEPOSIT):

(Below pro-forma is indicative and subject to change as per legal and finance vetting at the time of payment of Security Deposit)

PRO-FORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

To
NAME
& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at Siri Fort, New Delhi-110049 through its Unit at Visakhapatnam, Andhrapradesh-530012 having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the “Vendor / Contractor / Supplier”, which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref. No. _____ dated _____ valued at Rs. _____ (Rupees _____) / FC _____ (in words _____) for _____ (hereinafter called the “Contract”) and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to __% (__ Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract.

We, _____ (hereinafter referred to as the Bank), having registered/Head office at _____ and inter alia a branch at _____ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs _____ (Rupees _____) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

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

We 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 Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained herein above:

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

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

For and on behalf of
(Name of the Bank)

Date: _____

Place: _____

1. NAME AND ADDRESS OF EMPLOYER i.e., Bharat Heavy Electricals Limited
2. NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER.
3. DETAILS ABOUT THE NOTICE OF AWARD / CONTRACT REFERENCE
4. CONTRACT VALUE
5. PROJECT / SUPPLY DETAILS
6. BG AMOUNT IN FIGURES AND WORDS
7. VALIDITY DATE
8. DATE OF EXPIRY OF CLAIM PERIOD

Notes:

- (1) The BG should be on Non-Judicial Stamp paper / e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper / e-stamp paper shall be purchased in the name of Contractor/ Vendor / Bank issuing the guarantee.
- (2) Vendor/ Sub Contractor to ensure that Bank Guarantees shall be confirmed by the issuing bank directly to Beneficiary Bank through SFMS (Structured Financial Messaging System) as it provides an RBI supported integrated platform for Bank Guarantee verification. SBI Bank (BHEL township branch IFSC Code SBIN0020075) has been designated as BHEL's bank for receiving the SFMS messages.

For SFMS, BHEL's Bank details are as below:

BHEL Account No : 33362109398
Bank Name : State Bank of India
Branch Name : BHPV Branch, Visakhapatnam, Andhra Pradesh
IFSC Code : SBIN0001675

Henceforth, only SFMS compliant BGs shall be accepted.

- (3) **The Bank Guarantee (BG) shall remain valid throughout the Defect Liability Period and for a further period of SIX (06) months beyond the expiry of the Defect Liability Period.** The validity of the BG shall be reckoned from the date of issue of the BG by the issuing Bank. BG shall be SIX (06) months beyond the Defect Liability Period starting the date of submission / issuing by Bank.

16 LIST OF CONSORTIUM BANKS:

LIST OF CONSORTIUM BANKS

SNo	Name of the Bank	SNo	Name of the Bank
A	Nationalised Banks	C	Foreign banks
1	Bank of Baroda	12	CITI Bank N.A
2	Canara Bank	13	Deutsche Bank AG
3	Central bank	14	The Hongkong and Shanghai Banking Corporation Limited
4	Indian Bank	15	Standard Chartered Bank
5	Indian Overseas Bank	16	J P Morgan
6	Punjab National Bank	D	Private banks
7	Punjab & Sindh Bank	17	Axis Bank
8	State Bank of India	18	The Federal Bank Limited
9	UCO Bank	19	HDFC
10	Union Bank of India	20	Kotak Mahindra Bank
B	Public Sector Banks	21	ICICI
11	IDBI	22	Indusind Bank
		23	Yes Bank

17 **OTHER DETAILS OF THE CONTRACTOR:**

OTHER DETAILS OF THE CONTRACTOR

SNo	Description	Data to be filled by the Bidder / Contractor
1	Name of the Contractor :	
2	Full Address :	
3	Contractor's Code No. :	
4	Contact Person :	
5	Mobile / Phone / Fax :	
6	Email id :	
7	Details of DD / Cash receipt (to be enclosed along with the bid)	
(a)	DD / Cash Receipt No for EMD :	
(b)	DD / Cash Receipt No. for cost of Tender document :	
8	Particulars of experience / credentials as detailed in the notice (Completion certificate of works to be enclosed)	
9	ESI No. (copy to be enclosed) : (in case not available, proof of having applied with acknowledgement from Concerned authorities to be enclosed)	
10	PF CODE No. (copy to be enclosed) :	Please read Pre-Qualification criteria (Clause-2.0)
11	PAN No. (Copy to be enclosed)	
12	Provisional GSTIN / GSTIN	
13	LABOUR LICENSE : (copy to be enclosed if available) Valid up to : In case not available, bidder shall submit the License before commencement of the work.	
14	Annual turnover during 3 years. : (supporting documents to be enclosed)	

18 UNDERTAKING FOR COMPLIANCE WITH LABOUR LAWS / NEW LABOUR CODES

To,
Bharat Heavy Electricals Limited (BHEL)
HPVP, Natayyapalem,
Visakhapatnam., Andhrapradesh-530012

Subject: Undertaking for Compliance with All Existing Labour Laws and New Labour Codes

Sir / Madam,

I / We, (Name of the Contractor / Firm), having our registered office at _____, hereby solemnly affirm, undertake and agree as under:

1. **That we shall strictly comply with** all applicable Labour Laws, Rules, Regulations, Notifications, Statutory Provisions and Government Orders in force **during the entire Contract period**, including amendments made from time to time.
2. **That we are aware of the four New Labour Codes** notified by the Government of India, namely:
 - a) The Code on Wages, 2019
 - b) The Industrial Relations Code, 2020
 - c) The Social Security Code, 2020
 - d) The Occupational Safety, Health and Working Conditions (OSH) Code, 2020
3. **That upon enforcement or implementation of the New Labour Codes**, fully or partially, by the Government of India, **we shall immediately comply with the same** and submit all records, registers, returns and documentary proof as required by law and/or as instructed by BHEL.
4. **That we shall comply with all instructions / guidelines issued by BHEL** from time to time regarding implementation of Labour Laws / New Labour Codes, without claiming any additional financial compensation.
5. **That we shall indemnify and keep indemnified BHEL** from any liability, penalty, claim, demand, loss or proceedings arising due to non-compliance with any Labour Law / New Labour Code during the Contract period.
6. **That this undertaking shall remain valid and binding** for the entire duration of the Contract, including any extended period, if applicable.

Signature of the Contractor with Seal

Name: _____

Designation: _____

Company: _____

Date: _____

19 PRO-FORMA FOR CONTRACT AGREEMENT:

(Clauses mentioned herein below of pro-forma are tentative and subject to change as per legal and finance vetting at the time of entering into agreement)

समझौता संख्या | AGREEMENT No.: _____

दिनांक | DATE: _____

कार्य का नाम | Name of the work: _____

This Agreement is made on _____ between M/s Bharat Heavy Electricals Limited, Visakhapatnam, Andhrapradesh-530012 having its registered office at New Delhi (hereinafter called "the company" of first part) and M/s _____ (hereinafter called "the contractor" of the second part).

Whereas through its Tender Notice No.: _____, the company had called tenders for " _____ " which are annexed hereto.

In pursuance of the said contractor's price quotation dated: _____, the company has awarded the work of " _____ " hereinafter called "the said work" as per terms and conditions stipulated in the above tender notice as per schedule enclosed herewith containing full details of description of work, payment terms and vide LOA/Work order No.: _____ Date: _____ subject to the terms and conditions stipulated hereunder in addition to conditions stipulated in the said tender notice.

1. NOW IT IS HEREBY AGREED AS FOLLOWS:

1.1 That the agreement shall come into operation from _____ and will be in force up to _____. Maintenance & Defect Liability Period is _____ months.

1.2 As per terms and conditions the contractor has to deposit total SD amount Rs. _____ i.e., (5% of Rs. [awarded value]/-). Contractor has to deposit 50% of total SD i.e., Rs. _____/- before commencement of work. Accordingly, the agency has deposited Rs. _____/- (SD) vide _____ and the balance security deposit amount shall be recovered from the running bills for the due fulfilment of the contract to the satisfaction of the first party.

1.3 सुरक्षा जमा की वापसी | REFUND OF SECURITY DEPOSIT:

Security Deposit of contractor shall be refunded only after the expiry of the contract period and Maintenance & Defect Liability Period, if any, and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor. **The Security Deposit component like FDR, Bank Guarantee, and other Financial Instruments as per NIT should be collected in person from BHEL by the representative who is authorised by the Contractor.**

1.4 The Contractor shall initially pay the wages, and other statutory payments etc., within the specified time, related to his workmen and then claim bills from BHEL. The contractor would be required to submit their claims / bills along with the proof of payment of wages, PF, ESI etc., to the respective statutory departments. The claims / bills will be scrutinised, certified and processed for payment by the respective user departments and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.

1.5 BONUS PAYMENT: Refer Clause 9.3.1 of NIT.

1.6 GRATUITY PAYMENT: Refer Clause 9.3.2 of NIT.

1.7 OVER RUN COMPENSATION: Not applicable.

1.8 ADVANCE PAYMENT: No Advance payment shall be made to the Contractor.

1.9 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen.

1.10 The contractor shall fully comply with the following enactments / guidelines:

- (i) Contract Labour (R & A) Act, 1970 & applicable Rules thereof
- (ii) Minimum Wages Act 1948
- (iii) Payment of Wages Act, 1936
- (iv) ESI Act, 1948
- (v) EPF & Misc. Prov. Act, 1952
- (vi) Employees Compensation Act, 1923.
- (vii) Andhra pradesh Labour Welfare Fund Act, 1987
- (viii) Inter State Migrant Workmen (RE & CS) Act, 1979
- (ix) Payment of Bonus Act, 1965

- (x) Payment of Gratuity Act, 1972
- (xi) Equal Remuneration Act, 1976
- (xii) The Company's instructions as issued from time to time in regard to working hours, wages, leave, holidays etc.

Note: Applicability of new Labour Laws / Codes:

Notwithstanding any provision contained in this NIT, the Contractor shall mandatorily comply with all applicable and latest Labour Laws / Labour Codes as notified by the Government of India from time to time.

Any guidelines, circulars, instructions, or amendments issued by BHEL in this regard shall be deemed to form an integral part of the Contract Agreement and shall be binding on the Contractor without demur and without any claim for compensation or additional payment of any kind.

- 1.11** The contractor shall obtain License from the Competent Authority if he engages 20 (twenty) or more workmen in BHELHPVP, Visakhapatnam under Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall submit a valid Contract Labour License to BHELHPVP, Visakhapatnam, on or before the date of commencement of contract.
- 1.12** The contractor shall obtain License from the Competent Authority if he engages 5 (five) or more workmen under Inter State Migrant Workmen (RE & CS) Act, 1979 in case the contractor engages workmen recruited from outside State of Andhrapradesh in which BHELHPVP, Visakhapatnam located. The Contractor shall submit a valid Contract Labour License to BHEL HPVP, Visakhapatnam, on or before the date of commencement of contract.
- 1.13** The Contractor shall produce the following Registers and forms (as applicable) before commencement of work, for verification by the Contract Executing Officer / Contract Labour Cell of the company, **without which labour entry permission will not be granted.**

- Form XIII : Register of workmen employed by contractor (Rule 75)
- Form XIV : Employment card issued by contractor (Rule 76)
- Form XVI : Muster Roll (Rule 78(1)(a)(i))
- Form XVII : Register of wages (Rule 78(1)(a)(i))
- Form XVIII : Register of wages-cum Muster Roll (in case of Weekly payment)
- Form XIX : Wage Slip (Rule 78)(b)
- Form XX : Register of deduction for damages or loss (Rule 78)(1)(a)(ii)
- Form XXI : Register of files (Rule 78)(1)(a)(ii)
- Form XXII : Register of advances (Rule 78)(1)(a)(ii)
- Form XXIII : Register of overtime (Rule 78)(1)(a)(iii)
- Form XXIV : Return to be sent by the contractor to licensing Officer (Rule 82)(1)

The contractor shall maintain the above and any other registers and forms applicable under various Acts/Rules neatly, completely and legibly for inspection by various statutory authorities and by the company officials even at short notice. All above registers shall be maintained at the place of work at Contractor's own cost.

In addition to the above the following are required to be taken care by the contractor under Contract Labour (R&A) Act 1970

- (a) Copy of license to be displayed at the work spot as required under Rule 25 (2) 9 (ix)
- (b) Rates of wages, hours of work, wage period, date of payment, name and address of inspector, date of payment of unpaid wage in English, Hindi and Telugu are to be displayed as per rule 81 (1) (i).
- (c) Notice showing wage period, place and date of disbursement of wages has to be displayed and a copy of the same is required to be sent to Principal Employer under acknowledgement as per rule 71
- (d) An abstract of the Act and Rules in the form approved by the Chief Labour Commissioner (Central), New Delhi to be displayed in English and Hindi and Telugu as per rule 79.
- (e) Copies of Notices required to be displayed as per Rule 81(1)(i) and any change occur the same shall be submitted as per Rule 81 (2).
- (f) Notice of commencement of work has to be given as required under Rule 25 (2) (viii) in form VIA
- (g) Register of person employed to be maintained as required under Rule 75
- (h) Employment cards were to be issued as per rule 76 (i)
- (i) Register of wages and muster roll to be maintained as per Rule 78(1)(a)(i)
- (j) Register of fines, deductions and advances to be maintained as per Rule 78(1)(a)(ii)
- (k) Register of overtime to be maintained as per rule 78(1)(a)(iii)
- (l) Wage slips have to be issued as per rule 78(1)(b)
- (m) Half Yearly return for the half year ending _____ to be submitted as per Rule 82(1) to the Licensing Officer
- (n) Latrines and Urinals to be provided for the use of the workers as per rule 51 to 56 read with section 18
- (o) First aid facilities to be provided for the use of the workers as per rule 58 read with section 19
- (p) Crèche facilities to be provided for the use of children of women as per Rule 25(2)(vi)
- (q) The contractor shall observe

- (i) Weekly rest day
- (ii) The Company List of Holidays.

- 1.14** Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification (issued by Local Police Dept.,) in the prescribed form for each labour and supervisor engaged by him, and shall submit the same to the Human Resource Department/IR section through the contract executing officers before commencement of the work.
- 1.15** The entry permits are to be issued to the Contract Labour by Assistant Commandant / Plant (CISF), based on the requisition submitted by Contract Executing Officer and forwarded by Executive in charge of Contract Labour Cell of HR IR section
- 1.16** Every contractor shall submit a notice regarding commencement and completion of work in Form-VI A&B [Rule 25(viii) & 81(3)] to Contract Labour Cell of HR IR section through his contract executing officer, for forwarding the same to State / Central Labour Department as applicable.
- 1.17** The contractor shall make himself or his representative available at the work spot every day during execution of work, for effective supervision. The Contractor or his supervisor shall submit list of shift wise contract labour engaged by him in duplicate to CISF Personnel at J Gate on daily basis.
- 1.18** The Contractors shall pay BHEL fair wages (which consists of State minimum wages and additional payments) whichever is higher to their workers. The Contractor shall pay allowances / incentives as decided and communicated by BHEL, from time to time.
Reimbursement of any increase in BHEL fair wages to the Contractor after payment of the same to the eligible workers engaged under the contract shall be as per Price Variation Clause of the Contract.
- 1.19** The Contractor shall comply with all the statutory provisions such as Bonus (8.33% of state minimum wages), PF (13% of wages i.e., Basic+DA) , EDLI (0.5%), ESI, Gratuity, GST , Swachh Bharat Cess as per norms and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leaves, Andhra Pradesh Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill
- 1.20** The contractor shall attend to all inspections notified/conducted by the personnel department, Labour department, P.F. authorities, Factory Inspectors, ESI inspectors or any other such authorities under the Act, failing which appropriate action shall be initiated.
- 1.21** Non-compliance of provisions under any Acts/Rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 1.22** Contractor shall furnish in a separate letter, his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Postal Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service thereof upon the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
- 1.23** The contractor must satisfy himself by personal study and examination of the specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by Company regarding the above.
- 1.24** Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Signing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
- 1.25** Contractor on the advice of the Company official shall immediately remove any person/s employed by him, who may in the opinion of the Company official is incompetent or misconducts himself and such persons shall not be again employed on the works without written permission of the Company official.
- 1.26** Wherever required, the contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the Company for keeping materials under cover.
- 1.27** The contractor shall give all notices required by the Acts, Regulation, Bye-laws, and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the Company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the Company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.
- 1.28** It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment and shall indemnify the Company against any claims for damages for

injury to the person(s) or property / properties resulting from any such accidents and shall, where the provisions of the Employees Compensation Act does not apply, take steps to properly insure against any claims thereunder.

- 1.29** In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act. VIII of 1923 whether by the contractor or by the Company as principal, it shall be lawful for the Company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the Company shall be final in regard to all matter arising in this clause
- 1.30** No work shall be done on Sundays or on any other declared Holidays of the Company without the written permission of the Company Officer-In-Charge of the work and HR/IR section of Contract Labour Cell. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable.
- 1.31** The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
- 1.32** On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the Company official in charge of the work. The Contractor will also pay compensation as determined by the Authorities.
- 1.33** The contractor shall indemnify the Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the Company, as a consequence of failure, the Company to give notice under the Employees Compensation Act 1923 or otherwise confirm to the provisions of the said Act in regard to such accident.
- 1.34** The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- 1.35** The contractor shall ensure abidance by all the labour laws especially including Contract Labour (R&A) Act 1970, Payment of wages Act 1936, Employees Compensation Act 1923, Factories Act, 1948, Minimum Wages Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, ESI Act 1948 and Provident Fund Misc. Prov. Act 1952 etc., as amended from time to time.
- 1.36** The contractor shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the contractor or his representative.
- 1.37** The contractor shall keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- 1.38** The contractor shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the contractor in making such payment, and payment of his bill will be deferred despite other legal action.
- 1.39** The Income tax as applicable will be deducted from the bill of the contractor.
- 1.40** The Contractor shall maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 1.41** The contractor will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL HPVP, Visakhapatnam direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.
- 1.42** In addition to the above holidays mentioned herein above, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHELHPVP, Visakhapatnam also, then the Contractor shall extend paid Holiday/s to his workmen.
- 1.43** The contractor shall obtain a separate Provident Fund Code for his establishment and ensure implementation of Provident Fund & Misc. Prov. Act 1952 in the case of all eligible Labours engaged by him in the BHELHPVP, Visakhapatnam (employees) and in the process shall conform to all stipulated conditions under the Provident Fund & Misc. Provisions Act 1952 and rules framed thereunder. The PF contribution i.e., 13% shall be paid on total wages paid to the contract labour.
- 1.44** Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 1.45** The contractor should engage only those labourers who shall be more than 18 (eighteen) years of age.
- 1.46 SUB-CONTRACTING:**
The Contractor shall not sub-contract, sub-let, transfer, assign or otherwise delegate the Contract, either in full or in part, to any individual, firm or company without the prior written consent of BHEL.
Any unauthorised sub-contracting or sub-letting, transfer, or assignment shall constitute a Breach of Contract, and BHEL shall be entitled to take appropriate action, including but not limited to:
(i) withdrawal or curtailment of the portion of work so sub-contracted;
(ii) termination of the Contract;
(iii) forfeiture of the EMD, Security Deposit and/or performance guarantee; and

- (iv) recovery of any losses, damages, or additional expenditure incurred by BHEL on account of such breach, from any amounts due to the Contractor (including pending bills, claims, or guarantees).

Note: All remedies available to BHEL under this clause shall be without prejudice to any other rights or remedies available to BHEL under the Contract.

- 1.47** The contractor shall provide the required safety equipment to the labours engaged by him.
- 1.48** Contractor shall issue "Employment Card" to all labour and supervisors covered under the job work contract as prescribed under the Contract Labour (R&A) Acts/Rules.
- 1.49** A copy of the agreement between contractor and his labour shall be submitted to the Contract Labour Cell of HR-IR section
- 1.50** Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned Company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
- 1.51** The quantities mentioned in the agreement schedule are worked out from the relevant drawings / estimations of the Company and may or may not be the actuals required for execution.
- 1.52** The Company does not expressly or by implication agree that the actual amount of the work to be done at BHEL shall correspond there with, but reserves the right to increase or decrease the quantity of operations / unit / number of persons deployed etc., or portion of the work as he deems necessary.
- 1.53** All the works shall be carried out in accordance with the directions and to the satisfaction of the Company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may be from time to time shall be done by the Company official.
- 1.54** For all modifications, omissions or additions to the specifications, the Company shall issue revised written instructions and no modifications, omission or addition shall be made unless so authorized and directed by the Company in writing.
- 1.55** The Company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
- 1.56** All materials, articles and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the Company.
- 1.57** Sample of materials shall be furnished by the contractor at his expense to the Company when called for before executions of any work. On approval of the sample of materials by authorized Official of the Company, the Contractor shall take up the work.
- 1.58** The contractor shall be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 1.59** The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismissal, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 1.60** The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 1.61** The contractor shall employ only such personnel who found fit for employment in Organisations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- टिप्पणी | Note:** Contractor / Contractor's representatives / Contractor's workers shall be permitted inside Factory only on regular passes which will be issued only after submission of respective persons' original Police Verification Certificate along with PF, ESI, dependent & nominee details.
- 1.62** The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 1.63** All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor and used as per requirement.
- 1.64** Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
- 1.65** Violation of applicable safety, health & environment related norms, a penalty of Rs. 5,000/- (Rupees Five thousand only) per occasion shall be imposed.

- 1.66** The agency has to produce medical fitness certificate for his workmen for suitability of workers to work on heights
- 1.67** The Company shall have power to reject at any stage, any work which is considered to be defective in quality of material or workmanship and shall not be debarred from rejecting wrong materials by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with specifications of the Company shall be taken down and removed from the work site at the contractor's expenses.
- 1.68** The decision of the Company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal of improper work, specifications, notes, procedures etc.
- 1.69** The decision of the "Contract Signing Officer" or any officer deputed by him duly authorized on his behalf, in respect of the rate of progress and the quality of work or material shall be final and binding on the Contractor.
- 1.70** Contractor shall be deemed to have included in his tender price of all the plant, Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work and rate of progress which in the opinion of the Company will ensure the completion of the work within the time specified.
- 1.71** If at any time, during the progress of work or any part of it such methods or equipment appear to the Company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, Company Officials may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order/s and on failure of which the Company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the Company shall be at the cost and risk of the contractor.
- 1.72** It is open to the Company to lend or supply to the contractor any tools, implements, materials and machinery that are needed by the contractor, which in the opinion of the Company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the Company for any such articles or machinery lent or hired to the contractor.
- 1.73** Any electric power required for contractor's machinery for the purpose of work shall be supplied by the Company at the written request of the contractor at one point subject to the observance of rules and regulations of Electricity Board/Company and charges there on shall be recovered from the contractor.
- 1.74** The contractor shall comply to all applicable rules & regulations and laws of Central/State Govt. or any local authority and that of the Company with whose system the machinery is supposed to be connected.
- 1.75** All waste material as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the Company. If this is not adhered to, the Company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
- 1.76** Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the Company shall be deducted from the respective bills / any other payments due to the Contractor. Any loss or damages caused by the workmen of the contractor arising due to any strike/ stoppage of works/dharnas etc., The Contractor shall be responsible for such actions of their workmen engaged and all such losses or damages incurred to the company shall be recovered from the contractor.
- 1.77** BHEL reserves the right to terminate the contract by issuing Thirty (30) days' Notice on account of failure of the contractor in discharging their respective contractual obligations mentioned in this contract.
- 1.78** BHEL reserves its right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
- 1.79** In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 1.80** In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the contractor or by initiating appropriate legal action.
- 1.81** In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor or forfeiture of EMD/Security Deposit at the discretion of the competent authority of the Company. On successful completion of the contract to the satisfaction of the Company, the bank guarantee/SD shall be released after due claim period.
- 1.82** This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to Clause 1.94 of this Contract (Clause 5 of NIT), the Civil Court having original Civil Jurisdiction at Visakhapatnam, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
- 1.83** The Company reserves the right to enter into parallel agreement with one or more contractors at their discretion.

- 1.84** Disputes, grievances between the contractor and his labour, will have to be settled by the Contractor only within two weeks.
- 1.85** The labour employed by the Contractor, if found in abetting any fellow labour or Contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further, the Contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government as applicable from time to time.
- 1.86** Wherever BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
- 1.87** Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
- 1.88** The decision of the "Contract Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
- 1.89** **BHEL FREE ISSUE MATERIALS:** Refer Clause 11, Schedule-B of NIT.
- 1.90** **WATER:** Refer Clause 12, Schedule-C of NIT.
- 1.91** **ELECTRICITY:** Refer Clause 12, Schedule-C of NIT.
- 1.92** **FORCE MAJEURE:** Refer Clause 9.87 of NIT for FORCE MAJEURE.
- 1.93** **सुलह एवं मध्यस्थता | CONCILIATION & ARBITRATION:** Refer Clause 5 of NIT for CONCILIATION & ARBITRATION.

2. विशेष विनिर्देश | SPECIAL INSTRUCTIONS:

- 2.1** The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee **shall be valid for six months after expiry of the contract or Maintenance & Defect Liability Period whichever is later.**
- 2.2** When the materials are reporting to inside the factory area with vehicles the agency are requested to engage drivers with commercial transport vehicle driving license.
- 2.3**
- (1)** The quantity of raw materials drawn, if any from the stores and balance unused should be accounted and returned to the stores.
 - (2)** Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
 - (3)** The quantity shall be counted, measured and weighed and certified by authorized persons
 - (4)** The quantities may slightly vary depending on the requirement and shall be informed in advance by BHEL.
 - (5)** The payment shall be as per actual quantity prepared, executed and accounted.
 - (6)** In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the Contract Executing Officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective Product Head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite backlisting / banning the said contractor from participating in the future bidding / tendering in BHEL.
- 2.4** **Guidelines and statutory payments to Contract work force for submitting tenders for Civil Works as per Circular issued by BHEL(Enclosed At Annexure-Wages).**
- 2.5** After completion of the work if experience certificate is required for the contractor the agency has to submit the request in BHEL Siddhi portal (<https://siddhi.bhel.in>).

3. GENERAL TERMS AND CONDITIONS:

- 3.1** Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- 3.2** In case Contractor engages labour from outside State to execute the said work, he is required to obtain license under Inter State Migrant Workmen (RE&CS) Act 1979
- 3.3** Supervision of Contract Workforce shall be monitored by Contract Supervisor. Contractor & Supervisor shall be available whenever required.
- 3.4** The Contractor is wholly responsible for any loss of life or partial disability of any of their employees while on duty.
- 3.5** In case of occurrence of any accident/ injury of Contractor's staff, BHEL will not pay any compensation while they are on duty / off duty and Contractor has to take care of same as a statutory obligation.

- 3.6** Payment to the workers by Contractor to be made on or before 7th day of every month without fail through their common Bank accounts, otherwise suitable action shall be taken at Contractor's risk and cost. **CASH / CHEQUE TRANSACTIONS made for payment of Wages are NOT acceptable and contractor's bill shall NOT be eligible for HR IR clearance.**
- 3.7** Contractor shall issue wage slips to the workers before paying wages, maintain attendance, wage register and muster roll of his employees.
- 3.8** The quantities mentioned in the agreement schedule are worked out from the relevant data in the company and may or may not be the actual required for execution.
- 3.9** The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any item or portion of the work as it deems necessary.

4. SAFETY & PPEs: Refer Clause 3.5.A of NIT for SAFETY & PPEs.

5. BREACH OF CONTRACT: Refer 3.15 of NIT for Breach of Contract.

6. PERIOD OF CONTRACT: Refer Clause 3.6 of NIT for Period of Contract.

7. RIGHT OF BHEL TO PRIORITISE WORK: Refer Clause 3.6.A of NIT for Right of BHEL to Prioritise Work.

8. FAILURE TO COMPLY WITH CONTRACT:

- 8.1** Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- 8.2** In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- 8.3** In the event of any failure on the part of the contractor, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Contractor shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Contractor or by initiating appropriate legal action.

9. PAYMENT TERMS: Refer Clause 3.8 of NIT for Payment Terms.

10. PRICE VARIATION CLAUSE: Refer Clause 3.9 of NIT for PRICE VARIATION CLAUSE.

11. TAXES & DUTIES- GST CLAUSES: Refer Notes of Clause 6, Schedule-B of NIT for Taxes & Duties – GST Clauses.

12. MAINTENANCE & DEFECT LIABILITY PERIOD: Refer Clause 3.13 of NIT for MAINTENANCE & DEFECT LIABILITY PERIOD.

13. PENALTY CLAUSES: Refer Clause 2.1.3 of NIT for PENALTY CLAUSE.

14. LIQUIDATED DAMAGES: Refer Clause 2.1.4 of NIT for PENALTY CLAUSE.

15. SCHEDULE OF QUANTITIES: Refer LOA copy after placement of Work Order.

16. SUSPENSION OF BUSINESS DEALINGS: Refer Clause 3.16 of NIT.

In witness thereof, the parties mentioned above have signed the agreement on the day and year above written in the presence of

ठेकेदार के हस्ताक्षर

Signature of the Contractor

कंपनी की ओर से अधिकारी के हस्ताक्षर

Signature of the officer on
behalf of the company

गवाह | Witness:

हस्ताक्षर, नाम और पता | Signature, Name and Address.

At the discretion of BHEL the pro-forma agreement can be changed by BHEL only and successful bidder has to abide by the same.

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: Mr. D Gowri Sankar/ Sr. Manager / OS

Name of Work: Civil & Structural works for construction of industrial shed (Size:160Mx30Mx14M) including Equipment foundations at BHEL Visakhapatnam

Contract No: OS/WC/2026-27/95/61 Dt 14.10.2026

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	6	54	55
1	Civil & Structural works for construction of industrial shed (Size:160Mx30Mx14M) including Equipment foundations at BHEL Visakhapatnam					
1.01	Total Amount including GST as per rates and Quantities of Schedule -A	1.000	Nos	154711853.590	154711853.590	INR Fifteen Crore Forty Seven Lakh Eleven Thousand Eight Hundred & Fifty Three and Paise Fifty Nine Only
Total in Figures					154711853.590	INR Fifteen Crore Forty Seven Lakh Eleven Thousand Eight Hundred & Fifty Three and Paise Fifty Nine Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

ANNEXURE-SS

STRUCTURAL Items available at BHEL for construction of industrial shed			
S NO	Material desc	Material size	Quantity (MT)
1	ISMB 125 X 70 mm, GR-A, IS:2062	10 to 12m	5
2	ISMB 150 X 75 mm, GR-A, IS:2062	10 to 12m	10
3	UB305X165X46_IS2062E250BR/NPB300X165X45.76_IS2062E250BR	12m	25
4	NPB 400X180X66.3 IS2062 E350BR	12m	75
5	NPB500X200X90.7_IS2062E250BR	12m	25
6	NPB600X220X122.4_IS2062E250BR	12m	45
7	ISMC 125 X 65 mm, GR-A, IS:2062	10 to 12m	25
8	ISMC 150 X 75 mm, GR-A, IS:2062	10 to 12m	120
9	ISMC200X75_IS2062E250A	12m	225
10	ISMC250X82_IS2062E250A	12m	25
11	ISMC300X90_IS2062E250A	12m	65
12	ISMC400X100_IS2062E250A	12m	20
13	ISA50X50X6_IS2062E250A	>=6m	10
14	ISA65X65X6_IS2062E250A	>=6m	15
15	ISA75X75X6_IS2062E250A	10 to 12m	25
16	ISA100X100X10_IS2062E250A	10 to 12m	90
17	ISA110X110X12_IS2062E250A	10 to 12m	45
18	ISA130X130X12_IS2062E250A	10 to 12m	75
19	CHQ PLATE 6 - IS3502	6mx1.25m	20
20	PLATE 10_IS2062E250BR	12mx2m	20
21	PLATE 12_IS2062E250BR	12mx2m	35
22	PLATE 16_IS2062E250BR	12mx2m	20
23	PLATE 20_IS2062E250BR(2.5MX12M)	12mx2.5m	35
24	PLATE 25mm_IS2062E350BR	12mx2m	35
25	PLATE 32mm_IS2062E350BR	12mx2m	45
26	PLATE 36mm_IS2062E350BR	12mx2m	40

ANNEXURE-U

Scope of Work – Utility Pipeline (Service Air, LPG, Oxygen) supply, fabrication, erection & testing for new Proposed 20 Torch area

1. Standards

- **Pipe Materials: for Vertical drop lines** (Approx. 1/2" NB pipe for Oxygen & 1" NB pipe line for LPG & Service Air lines)
 - Oxygen: SA 106 Gr.B, OD 21.3 × 2.8 mm
 - LPG & Service Air: SA 106 Gr.B, OD 34.2 × 3.25 mm
- **Pipe Materials: for Horizontal header pipe lines** (Approx. 1½" NB pipeline for Oxygen service and 2" NB pipeline for LPG and Service Air lines).
 - Oxygen: SA 106 Gr.B, OD 48.3 × 7.14 mm
 - LPG & Service Air: SA 106 Gr.B, OD 60.3 × 8.74 mm

2. Pipe Length Summary

Sl.NO.	Description of Pipe line	20 Torch (Beside bay 1) in mtrs
1	50mm(NPS 2" 60.3 OD X 8.74 TK) Horizontal Service air line (CS seamless pipes as per ASME SA106 Gr.B) 50 DN x SCH 160WT x 4to & mtr R/L.	180
2	50mm(NPS2" 60.3 OD X 8.74 TK) Horizontal LPG line	180
3	50mm(NPS2" 60.3 OD X 8.74 TK) Horizontal Oxygen line	180
4	25mm (NPS 1" - 34.2 OD x3.25 TK) Vertical Service Air line (Approx. drop at every 15 m i.e. 12 drop)	72
5	25mm (NPS 1" - 34.2 OD x3.25 TK) Vertical LPG line (Approx. drop at every 15 m i.e. 12 drop)	72
6	15mm (NPS 1/2"-21.3 OD x 2.8 K) Vertical oxygen line (Approx. drop at every 15 m i.e. 12 drop)	72

3. Valve Quantities

Sl.no.	Description of Valves for	20 Torch (Beside Bay 1) in mtrs
1	1/2" Outlet Service Air plug in valves	24
2	3/4" DN 20 Outlet LPG line globe valve	24
3	1/2 " SS304 Needle valve for oxygen line inlet	24
4	1" inlet Air plug in valves	12
5	1" DN 25 inlet LPG line plug valves	12
6	3/4 " Key Actuate Oxygen cylinder valve(Brass) , 1/2 " to 3/4" reducer with flange connection(Gr.F304) , Double take connecting flange as per drg 4M-20B05-28118 , 3/4 " Y strainer assy as per drg.3M-20B05-13976 take inlet flange	12
7	Accessories like couplings, and other connectors, etc.	LS

4. Detailed Scope of work

A) Fabrication

- Cutting, edge preparation, welding, and fabrication of pipelines shall be carried out using **TIG/MAW welding processes**, ensuring **zero defects as per API 570 requirements**.
- Pipe supports/hangers shall be installed at approximately **every 5-6 meters' interval**. (Contractor has to cut and utilised the material as per availability of channels without any extra cost)
- Erection shall includes fabrication of One Service Air header unit (2" dia x 12" length) with provision two outlets & One knock out drum (5-6" dia * 15" length) for two LPG outlets
- Erection shall also include installation of One strainer & one Y connector for two Oxygen outlets through a straight connector / **complete set as per receipt of material. If any leaks identified during / after erection of sets contractor has to open the flanges if any and replacement of the gasket / welding to be done without any extra cost.**
- Every outlet pipeline is to be fastened to respective valve.

Note: Supply of following Pipe materials, valve materials, pipe fittings are in M/s BHE L Scope.

- Pipe Materials: for Vertical drop lines** (as per table)
- Pipe Materials: for Horizontal header pipe lines** (as per table).
- Valves / fitting Materials: Brass, bronze, gunmetal or SS**

B) Erection

a. Extension of Horizontal overhead runs

The horizontal Pipe Line is to be further fabricated and erected inside the building at height ranging from 8m to 9m (approximate length of pipe line to be erected inside building - 890m). The pipe line fabricated inside the building should be erected with required supports as per the instructions of BHEL Supervisor. Socket couplings will be provided by M/s BHEL for horizontal pipe lines.

1. 3 Rows x 180 mtr. approx. Horizontal pipe lines (i.e 180mtrs of Air line , 180 mtrs of Oxygen line & 180 mtrs of LPG lines)

b. Vertical drops to outlets.

The vertical drops to be fabricated and erected for at required places as per the site requirement. Drops may be approx. between 12 – 15 mtr for

Note: Necessary provisions of extension of Service air/ Oxygen / lines to be provided wherever necessary to be erected as per site requirement including valves / headers, etc. at each column.

C) Erection of valves as per below instructions.

- General Pipe laying details & instructions for above work

- a. All pipe lines should be fabricated and erected as per general pipe laying standards ensuring proper levelling, straightness. Pipe lines shall be routed and fabricated to ensure minimum pressure drop/line loss.
- b. The pipeline should be routed such that it doesn't interfere with any Civil or Electrical or Crane or Mechanical Functions in the shop floor. The Pipeline routing will vary to suit the site conditions and production requirement; hence the contractor should accommodate these changes as informed.
- c. The pipe lines are to be routed as per attached single line drawing of Bay 5 & bay6 of LMS.

Contd...4

Ref: OS/WC/2026-27/24/XX
XX.XX.2026

Date:

SCOPE OF WORK

::4::

- d. The contractor shall employ sufficient skilled, welders (only trained and certified overhead pipe line welders will be considered), fitters, etc. for completion of the contract. All welders should be approved by BHEL-WTC prior to engagement in fabrication and pipe laying work.
- e. All pipe lines are to be completely cleaned free of rust, coatings and dirt on the inside and outside prior to fabrication (Compressed air purging to be done before and after pipe line fabrication).
- f. All the pipe line is to be fabricated with Root Run of TIG Welding. The weld joints should withstand the required pressure (7.0 Kgf/cm²), ensuring zero leaks and proper penetration as per the instruction of BHEL Supervisor. The pipe line is to be fabricated and erected as per the required routing for interconnection with succeeding and preceding pipe lines.
- g. Required isolation valves and flange joints (along with gaskets) wherever required at the ends, should be installed as per instructions of BHEL Supervisor.
- h. All the pipe lines are to be properly supported and clamped at required locations specified by BHEL Supervisor.
- i. Fabrication of the pipe line includes the installation of required unions, bend's, T's, Reducer's, Flanges, Weld Nipples, etc. required as per site conditions.
- j. Subsequent to the laying of the pipe lines, they are to painted, Pneumatic tested along with soap solution.

Note: During utility line extension works, the contractor shall provide adequate isolation valves and/or dummy arrangements to ensure that ongoing production operations remain uninterrupted.

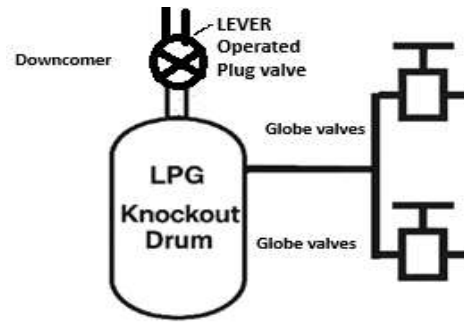
1. Airline-test Details:

All pipe lines after being laid should be Air tested at 6-7 bar and should be checked for leaks with soap solution. All pipe lines should be installed with required vents and drains in the pipe lines for the air leak test. Any leaks noticed should be corrected and the pipelines retested for any leakage. Subsequent to the completion of pneumatic-testing, the pipe lines should be completely vented, cleaned and dried before handing over for service.

2. Steps for Connection of LPG service lines:

a. Use Proper Joining Method

- **Manifold or Header Connection:** Fabricate and Install a **Knock-Out Drum** to the downcomer, then connect both output pipes to it.
- **Branch Connections:** Use a tee or weldolet to connect each pipe to the downcomer line.
- **Isolation Valves:** as per given drawing



b. Safety Notes:

- LPG is highly flammable; all connections must be leak-tight.
- Follow **NFPA 58 (Liquefied Petroleum Gas Code)** or local regulations.
- Ensure proper earthing/bonding to prevent static discharge.
- Only trained personnel should perform hot work (welding/cutting) near LPG systems.

Contd...5

ANNEXURE – I

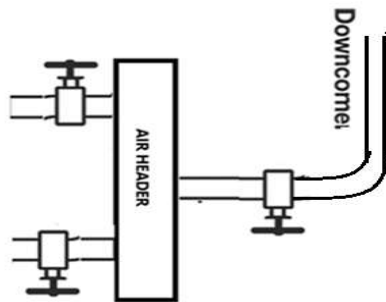
SCOPE OF WORK

::5::

3. Steps for Connection of Compressed air service lines

a. Use a Proper Manifold/Header

- Fabricate & Install a **manifold or header** downstream of the down comer after fabrication.
- Connect both airline outlets to this manifold using branch connections (tees, weldolets, or saddles).
- Outlets must be connected in a way that avoids turbulence, backflow, or pressure drop issues.



b. Branch Connection Options

Stub-in/Weldolet: For stronger, pressure-rated connections or **Flanged Branch:** If removable connections are needed.

c. Install Isolation valves

- **Isolation valves** on each outlet line for maintenance and control.

d. Ensure Proper Alignment

- Branches should be oriented to minimize flow disturbance.
- Avoid sharp angles; use smooth bends to reduce pressure loss.

e. Safety and Standards

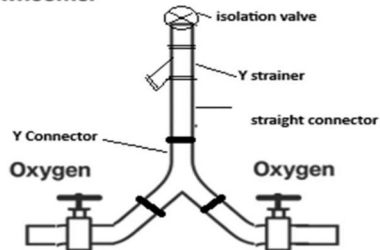
- Follow **ASME B31.3 (Process Piping)** or **ISO 5599** standards for compressed air systems.
- Ensure fittings and pipe materials are rated for the operating pressure.
- Provide drain points for condensate removal.

4. 8. Steps for Connection of oxygen service lines

a. Connection Method

- **Isolation valve:** as per drawing
- **Strainer** to be connected through straight pipe connector joint
- **Y Connection:** Y connection to tie both outlets into the down comer. Two branches meet at an angle (usually 45°) into a single main line.
- **Flanged Connections:** Prefer flanges for oxygen service to allow inspection and maintenance as per convenience.
- **Variants:** As per availability of material the following may be preferred
 - **Welded Y-joint:** Permanent, strong, suitable for high-pressure oxygen service.
 - **Flanged Y-joint:** Allows disassembly for inspection or maintenance.
 - **Threaded Y-joint:** Used in small-diameter, low-pressure systems.

Downcomer



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SCOPE OF WORK

::6::

d. Safety Notes

- Oxygen greatly accelerates combustion—any contamination can be hazardous.
- Follow **CGA (Compressed Gas Association)**, **ISO 23208**, or local oxygen piping codes.
- Ensure proper labelling and color coding of oxygen lines as per BHEL instructions.
- Only trained personnel should perform installation and testing.

5. Painting of utility Lines including supports:

- Surface cleaning with Sand blasting, primer coat, Final coat for approx.130 Sq. Meter
 - a. Oxygen: Canary yellow with white colour band (oil-free primer + enamel).
 - b. LPG: Canary Yellow with Orange & Red (primer + enamel).
 - c. Service Air: Blue. (primer + enamel).
 - d. Two coats post-testing.
 - e. Arrow marks to be indicated in black colour showing direction of flow of each utility service.

6. Scope of Contractor

- a. The contractor should bring in their own tools and tackles including Three phase welding machine with electrode holder, welding electrodes (Of brands shall be of reputed make), filler rods, TIG Welding Equipment, cutting torch, cable, oxy-acetylene regulators with rubber hoses, brushes, ladders and lifting tackles necessary for the execution of the work.
- b. The contractor should bring their own Oxygen Gas (O2 Cylinders), Acetylene Gas (Acetylene Cylinders), Argon Gas (Argon Cylinders), gasket material (CAF), grease, thread seal, PTFE tape, fasteners (Metric Thread Nickel Coated; Make: TVS/Unifrax only), U-clamps (Stainless Steel), and **paints (Berger/Asian Paints/Akzonoble/Dulux only)** required for the execution of above works.
- c. The Contractor should make their own arrangements for the requirement of mobile crane facility and vehicle required for the movement of material and the execution of the work.
- d. The Contractor should also bring necessary personal protective equipment like safety shoes, hand gloves so as to work safely.
- e. The contractor shall dispose the waste and scrap materials properly at the identified places as per the area supervisor instruction and maintain the work place cleanliness.
- f. All required Man Power to be provided for the execution of the above work.
- g. Ensure scaffolding, safety compliance, and alignment.
- h. Cabling from BHEL power supply point to work place.

11. NOTE

- a. Attendance register should be maintained.
- b. The contractor may visit the site for acclimatization of work content prior to quoting.

- c. The contractor should quote in **per meter basis** for each pipe size and in No's for valves.
- d. The contractor shall follow **5S principles** in his operations.
- e. The contractor shall provide **one-year warranty for workmanship**.
- f. The contractor should commit to all the above terms and conditions.
- g. Welders deployed should get qualified from our WTC before commencement of fabrication work.

12. Scope of BHEL

- 1. Electrical Point will be provided at a location within 250m in circumference from work site, it will be in the contractor's scope to make arrangements for necessary cabling)
- 2. Compressed air supply at 6-7 bar at nearest point as shown by M/s BHEL Supervisor.

7. Detailed Scope of work

D) Fabrication

- (f) Cutting, edge preparation, welding, and fabrication of pipelines shall be carried out using **TIG/MAW welding processes**, ensuring **zero defects as per API 570 requirements**.
- (g) Pipe supports/hangers shall be installed at approximately **every 6 meters' interval**, covering about **10 columns (from S15 to S22)** with **2 supports per column**. The remaining extension area already has adequate supports and does not require additional installation.
- (h) Erection shall include fabrication of One Service Air header unit (2" dia x 12" length) with provision two outlets & One knock out drum (5-6" dia * 15" length) for two LPG outlets
- (i) Erection shall also include installation of One strainer & one Y connector for two Oxygen outlets through a straight connector.
- (j) Every outlet pipeline is to be fastened to respective valve.

Note: Supply of following Pipe materials, valve materials, pipe fittings are in M/s BHEL Scope.

- d) **Pipe Materials: for Vertical drop lines** (1/2" NB pipe for Oxygen & 1" NB pipe line for LPG & Service Air lines)
 - Oxygen: SA 106 Gr.B, OD 21.3× 2.8 mm
 - LPG & Service Air: SA 106 Gr.B, OD 34.2 × 3.25 mm
- e) **Pipe Materials: for Horizontal header pipe lines** (Approx. 2" NB pipeline for Oxygen service and 2" NB pipeline for LPG and Service Air lines).
 - Oxygen: SA 106 Gr.B, OD 60.3 × 8.74 mm
 - LPG & Service Air: SA 106 Gr.B, OD 60.3 × 8.74 mm
- f) **Valves / fitting Materials: Brass, bronze, gunmetal or SS**

E) Erection

- a. **Extension of Horizontal overhead runs** (Drawing attached for reference)
The horizontal Pipe Line is to be further fabricated and erected inside the building at height ranging from 8m to 9m (approximate length of pipe line to be erected inside building - 890m). The pipe line fabricated inside the building should be erected with required supports as per the instructions of BHEL Supervisor. 2" Socket couplings will be provided by M/s BHEL for horizontal pipe lines.

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SCOPE OF WORK

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1. 2Row x 40 m from T5 column for O2 line and LPG Line. (Supports/hangers are already available for erection)
2. 2Row x 100m from T10 column to T7 opposite (S15) Column. For O2 line and LPG lines. (Supports/hangers are available upto S22 column only)

b. Vertical drops to outlets.

The vertical drops to be fabricated and erected from the 2" pipe line at height of 8m and erected directly downwards till 1 to 1.5m above floor level. The vertical drop line is to be properly supported. The required bends are to be fabricated from the respective Pipe Material. The drop line should be fabricated with required flange connection for fitting of the valves. Proper clamps are to be fixed on the supports and the pipe line, end tapping valve or manifold are to be fastened to them. Fabrication of all pipes includes installation of required pipe fittings and accessories for routing the pipe line as per the instructions of BHEL supervisor.

Note: Horizontal Service air line available approx. 1 to 1.5 meter above the ground level at S3 to S20 as per drawing provided. Hence necessary provisions of extension of Service air lines to be provided at S2, S5, S15, S18, S21. columns (approx. 10mtr length) to be erected as per site requirement at the same level i.e. 2 valves and one header at each column.

F) Erection of valves for all vertical drops as per details provided**8. General Pipe laying details & instructions for above work**

- k. All pipe lines should be fabricated and erected as per general pipe laying standards ensuring proper levelling, straightness. Pipe lines shall be routed and fabricated to ensure minimum pressure drop/line loss.
- l. The pipeline should be routed such that it doesn't interfere with any Civil or Electrical or Crane or Mechanical Functions in the shop floor. The Pipeline routing will vary to suit the site conditions and production requirement; hence the contractor should accommodate these changes as informed.
- m. The pipe lines are to be routed as per attached single line drawing of Bay 5 & bay6 of LMS.

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SCOPE OF WORK

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- n. The contractor shall employ sufficient skilled, welders (only trained and certified overhead pipe line welders will be considered), fitters, etc. for completion of the contract. All welders should be approved by BHEL-WTC prior to engagement in fabrication and pipe laying work.
- o. All pipe lines are to be completely cleaned free of rust, coatings and dirt on the inside and outside prior to fabrication (Compressed air purging to be done before and after pipe line fabrication).
- p. All the pipe line is to be fabricated with Root Run of TIG Welding. The weld joints should withstand the required pressure (7.0 Kgf/cm²), ensuring zero leaks and proper penetration as per the instruction of BHEL Supervisor. The pipe line is to be fabricated and erected as per the required routing for interconnection with succeeding and preceding pipe lines.
- q. Required isolation valves and flange joints (along with gaskets) wherever required at the ends, should be installed as per instructions of BHEL Supervisor.
- r. All the pipe lines are to be properly supported and clamped at required locations specified by BHEL Supervisor.
- s. Fabrication of the pipe line includes the installation of required unions, bend's, T's, Reducer's, Flanges, Weld Nipples, etc. required as per site conditions.
- t. Subsequent to the laying of the pipe lines, they are to painted, Pneumatic tested along with soap solution.

Note: During utility line extension works, the contractor shall provide adequate isolation valves and/or dummy arrangements to ensure that ongoing production operations remain uninterrupted.

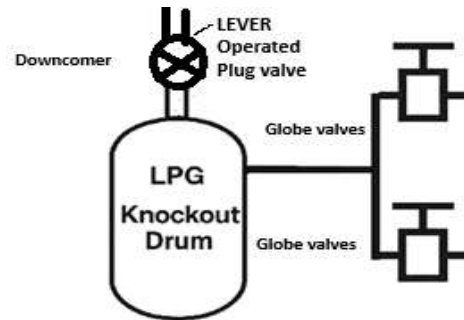
9. Airline-test Details:

All pipe lines after being laid should be Air tested at 6-7 bar and should be checked for leaks with soap solution. All pipe lines should be installed with required vents and drains in the pipe lines for the air leak test. Any leaks noticed should be corrected and the pipelines retested for any leakage. Subsequent to the completion of pneumatic-testing, the pipe lines should be completely vented, cleaned and dried before handing over for service.

10. Steps for Connection of LPG service lines:**a. Use Proper Joining Method**

- **Manifold or Header Connection:** Fabricate and Install a **Knock-Out Drum** to the downcomer, then connect both output pipes to it.

- **Branch Connections:** Use a tee or weldolet to connect each pipe to the downcomer line.
- **Isolation Valves:** as per given drawing



b. Safety Notes:

- LPG is highly flammable; all connections must be leak-tight.
- Follow **NFPA 58 (Liquefied Petroleum Gas Code)** or local regulations.
- Ensure proper earthing/bonding to prevent static discharge.
- Only trained personnel should perform hot work (welding/cutting) near LPG systems.

Contd...5

ANNEXURE – I

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XX.XX.2026**

Date:

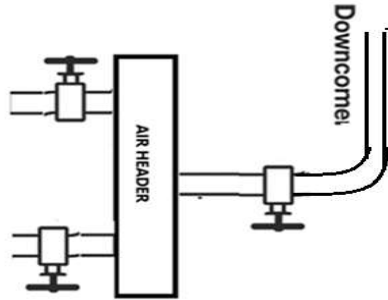
SCOPE OF WORK

::5::

11. Steps for Connection of Compressed air service lines

a. Use a Proper Manifold/Header

- Fabricate & Install a **manifold or header** downstream of the down comer after fabrication.
- Connect both airline outlets to this manifold using branch connections (tees, weldolets, or saddles).
- Outlets must be connected in a way that avoids turbulence, backflow, or pressure drop issues.



b. Branch Connection Options

Stub-in/Weldolet: For stronger, pressure-rated connections or **Flanged Branch:** If removable connections are needed.

c. Install Isolation valves

- **Isolation valves** on each outlet line for maintenance and control.

d. Ensure Proper Alignment

- Branches should be oriented to minimize flow disturbance.
- Avoid sharp angles; use smooth bends to reduce pressure loss.

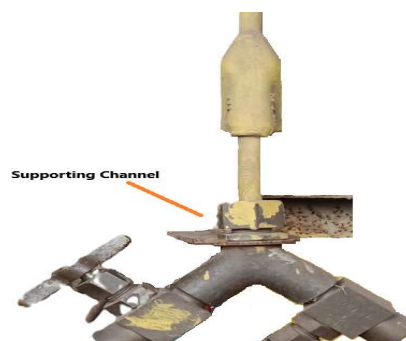
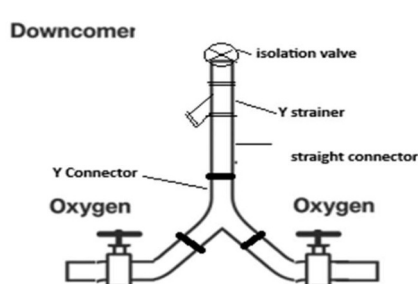
e. Safety and Standards

- Follow **ASME B31.3 (Process Piping)** or **ISO 5599** standards for compressed air systems.
- Ensure fittings and pipe materials are rated for the operating pressure.
- Provide drain points for condensate removal.

12. 8. Steps for Connection of oxygen service lines

a. Connection Method

- **Isolation valve:** as per drawing
- **Strainer** to be connected through straight pipe connector joint
- **Y Connection:** Y connection to tie both outlets into the down comer. Two branches meet at an angle (usually 45°) into a single main line.
- **Flanged Connections:** Prefer flanges for oxygen service to allow inspection and maintenance as per convenience.
- **Variants:** As per availability of material the following may be preferred
 - **Welded Y-joint:** Permanent, strong, suitable for high-pressure oxygen service.
 - **Flanged Y-joint:** Allows disassembly for inspection or maintenance.
 - **Threaded Y-joint:** Used in small-diameter, low-pressure systems.



Contd...6

ANNEXURE – I

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XX.XX.2026

Date:

SCOPE OF WORK

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d. Safety Notes

- Oxygen greatly accelerates combustion—any contamination can be hazardous.
- Follow **CGA (Compressed Gas Association)**, **ISO 23208**, or local oxygen piping codes.
- Ensure proper labelling and color coding of oxygen lines as per BHEL instructions.
- Only trained personnel should perform installation and testing.

13. Painting of utility Lines including supports:

- Surface cleaning with Sand blasting, primer coat, Final coat for approx.130 Sq. Meter
 - a. Oxygen: Canary yellow with white colour band (oil-free primer + enamel).
 - b. LPG: Canary Yellow with Orange & Red (primer + enamel).
 - c. Service Air: Blue. (primer + enamel).
 - d. Two coats post-testing.
 - e. Arrow marks to be indicated in black colour showing direction of flow of each utility service.

14. Scope of Contractor

- a. The contractor should bring in their own tools and tackles including Three phase welding machine with electrode holder, welding electrodes (Of brands shall be of reputed make), filler rods, TIG Welding Equipment, cutting torch, cable, oxy-acetylene regulators with rubber hoses, brushes, ladders and lifting tackles necessary for the execution of the work.
- b. The contractor should bring their own Oxygen Gas (O₂ Cylinders), Acetylene Gas (Acetylene Cylinders), Argon Gas (Argon Cylinders), gasket material (CAF), grease, thread seal, PTFE tape, fasteners (Metric Thread Nickel Coated; Make: TVS/Unifrax only), U-clamps (Stainless Steel), and **paints (Berger/Asian Paints/Akzonoble/Dulux only)** required for the execution of above works.
- c. The Contractor should make their own arrangements for the requirement of mobile crane facility and vehicle required for the movement of material and the execution of the work.

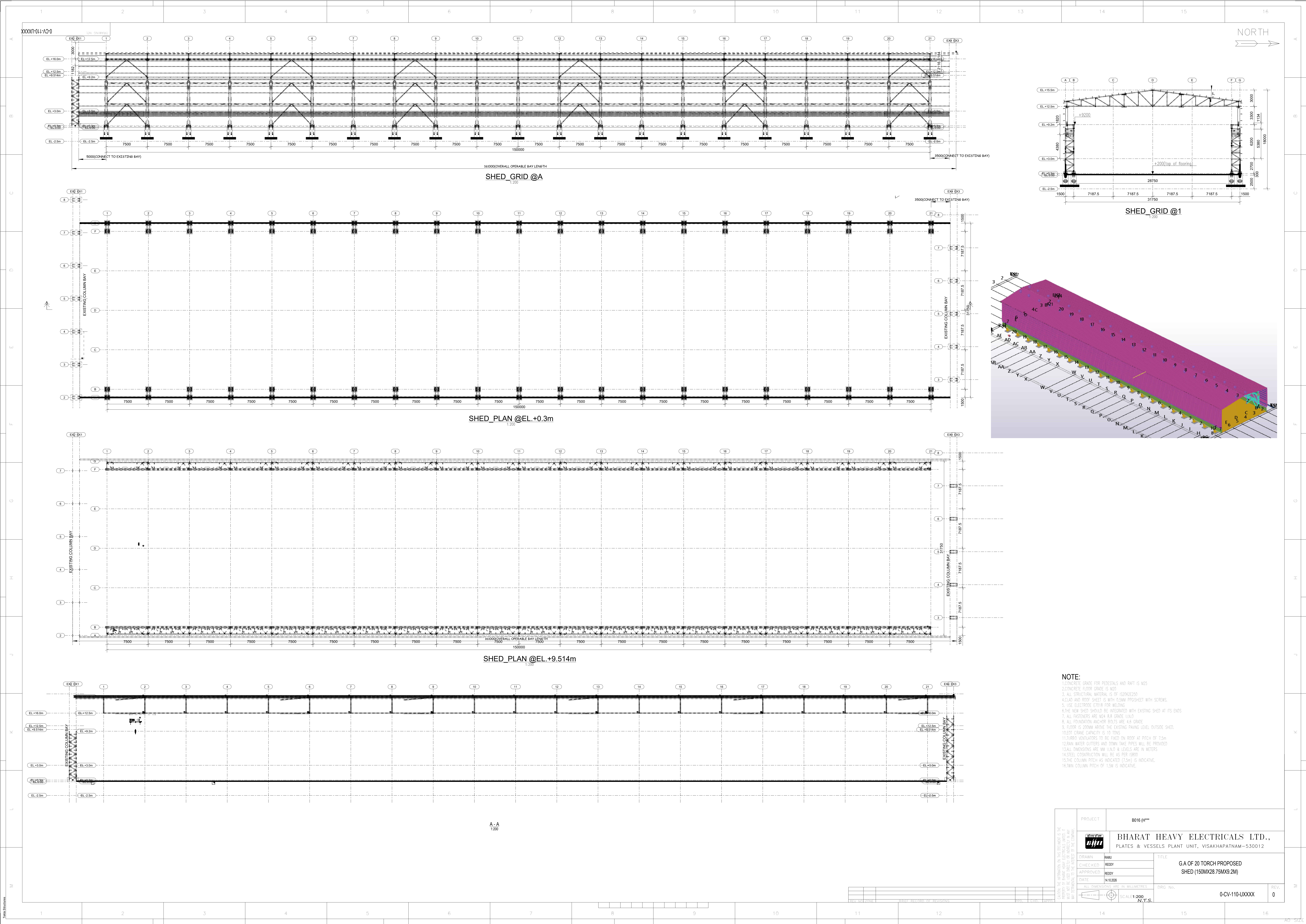
- d. The Contractor should also bring necessary personal protective equipment like safety shoes, hand gloves so as to work safely.
- e. The contractor shall dispose the waste and scrap materials properly at the identified places as per the area supervisor instruction and maintain the work place cleanliness.
- f. All required Man Power to be provided for the execution of the above work.
- g. Ensure scaffolding, safety compliance, and alignment.
- h. Cabling from BHEL power supply point to work place.

11. NOTE

- h. Attendance register should be maintained.
- i. The contractor may visit the site for acclimatization of work content prior to quoting.
- j. The contractor should quote in **per meter basis** for each pipe size and in No's for valves.
- k. The contractor shall follow **5S principles** in his operations.
- l. The contractor shall provide **one-year warranty for workmanship**.
- m. The contractor should commit to all the above terms and conditions.
- n. Welders deployed should get qualified from our WTC before commencement of fabrication work.

13. Scope of BHEL

- 1. Electrical Point will be provided at a location within 250m in circumference from work site, it will be in the contractor's scope to make arrangements for necessary cabling)
- 2. Compressed air supply at 6-7 bar at nearest point as shown by M/s BHEL Supervisor.



NOTE:

- 1.CONCRETE GRADE FOR PRECASTS AND RAFT IS M25
- 2.CONCRETE FLOOR GRADE IS M20
3. ALL STRUCTURAL MATERIAL IS IS (IS030220)
4. CLAD AND ROOF SHEET IS WITH 0.3MM PROSHEET WITH SCREWS.
5. USE ELECTRODE E7018 FOR WELDING
- 6.THE NEW SHED SHOULD BE INTEGRATED WITH EXISTING SHED AT ITS ENDS
7. ALL FASTENERS ARE M24 8.8 GRADE UNLO
8. ALL FOUNDATION ANCHOR BOLTS ARE 4.8 GRADE
9. FLOOR IS 200MM ABOVE THE EXISTING PAVING LEVEL OUTSIDE SHED.
- 10.EOT CRANE CAPACITY IS 10 TONS
- 11.JURROD VENTILATORS TO BE FIXED ON ROOF AT PITCH OF 7.5m
- 12.5MM WATER OUTTERS AND DOWN TAKE PIPES WILL BE PROVIDED
- 13.ALL DIMENSIONS ARE MM UNL/O & LEVELS ARE IN METERS
- 14.SHEEL CONSTRUCTION WILL BE AS PER IS800
- 15.THE COLUMN PITCH AS INDICATED (7.5m) IS INDICATIVE.
- 16.THE COLUMN PITCH OF 7.5m IS INDICATIVE.

PROFESSION OF BHARAT HEAVY ELECTRICALS LIMITED NOT BE PERMITTED TO THE INTEREST OF THE COMPANY.	PROJECT	B016 (H**			
	 BHARAT HEAVY ELECTRICALS LTD., PLATES & VESSELS PLANT UNIT, VISAKHAPATNAM-530012				
	DRAWN	RAMU	TITLE	G.A OF 20 TORCH PROPOSED SHED (150MX28.75MX9.2M)	
	CHECKED	REDDY			
	APPROVED	REDDY			
DATE	14.10.2028				
ALL DIMENSIONS ARE IN MILLIMETRES			DRG. No.	REV.	
 SCALE: 1:200 N.T.S.			O-CY-110-XXXXX		0

INTEGRITY PACT**Between**

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

and

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years (to be reckoned from date of bid submission) with any other company in any country conforming to the anti-corruption approach in India that could justify his exclusion from the tender process. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Suspension of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

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

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- 8.5 The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.

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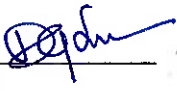
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- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. If required, the Principal may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as per the terms & conditions of the Contract.


 For & On behalf of the Principal
 (Office Seal) **DR. T. CHIRANJEEVI**
Dy. Gen. Manager (PMG) & OS
बिशाखपट्टणम, एचपीवी/ BHEL-HPVP,
बिशाखपट्टणम/VISAKHAPATNAM-530 012

Place _____

Date _____

Witness:  _____

(Name & Address) _____

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

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

Witness: _____

(Name & Address) _____