

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-08-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-08-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10090001-edn Bangalore
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :buycon2321.bhelb.ka@gembuyer.in Buyer Email id: buycon374.bhelb.ka@gembuyer.in
वस्तु श्रेणी /Item Category	Facility Management Services - LumpSum Based - Industrial; 12700000 ; Consumables to be provided by service provider (inclusive in contract cost)
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	38.29 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Partial Turn over value - 29 (in lakhs)
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Partial Experience - 2 year (s) Turn over value - 29 (in lakhs)

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	12762116
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	15

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

General Manager, Finance
10090001-EDN Bangalore, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Bhel)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder

seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

4. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Scope BoM - [1786011847.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Geographic Presence in states:Karnataka

Total experience in providing facility management services to government departments, public sector companies, and government autonomous organizations::The bidder must have successfully

executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening). Similar Services means Services related to Facility Management / Housekeeping Services/ Manpower Supply.

Details of the premise:[1786012156.pdf](#)

Scope of work:[1786015748.pdf](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Work experience	10	5	View file	Yes
Financial soundness / turn-over	10	5	View file	Yes
Compliance to tender terms & conditions	20	20	View file	Yes
Solvency certificate	20	20	View file	Yes
Declaration certificate	20	20	View file	Yes
No Deviation certificate	20	20	View file	Yes

Total Minimum Passing Technical Marks: 90

Facility Management Services - LumpSum Based - Industrial; ~~12700000~~; Consumables To Be Provided By Service Provider (inclusive In Contract Cost) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Industrial
Type of services required	12700000 <i>Services related to Facility Management / Housekeeping</i>
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation , Gardening
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	12400000

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Mahesh Chandra Sharma	560026,BHEL-EDN, P.B.No.2606, Mysore Road	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

BHEL-ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT
NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/FACILITY MANAGEMENT -TOWNSHIP/ GEM/2026
2.	Tender Type	Open Tender -Two part (e-Tender)
3.	Name of works	SERVICE CONTRACT FOR PROVIDING FACILITY MANAGEMENT SERVICES AT BHEL-EDN TOWNSHIP FOR A PERIOD OF ONE YEAR DURING FY 2026-27 AND FY 2027-28.
4.	Location of work	BHEL-EDN TOWNSHIP, ATTIGUPPE, BANGALORE-560040
5.	Period of contract	Twelve months from the date of award of contract.
6.	Contents of Tender Document.	<u>A] Part-I Technical Bid</u> ANNEX-1A (Technical Bid-Qualifying Criteria) ANNEX -1B (Scope of Work & Technical Terms and Conditions) ANNEX -1C (General Terms & Conditions of Contract) ANNEX -1D (Special Terms & Conditions of Contract) ANNEX - A (No Deviation Certificate) ANNEX - B (Declaration) ANNEX - C (EFT Format) ANNEX- D (Solvency certificate) ANNEX- E (GFR Declaration) ANNEX- F (Make in India Local Content Declaration) ANNEX- G (BG format towards SD) ANNEX- H (List of consortium banks) <u>B] Part- II Price Bid</u> ANNEX -II (Price break up)
7.	Submission of offer	To be submitted electronically by logging to e-Procurement portal (GeM) (https://gem.gov.in)
8.	Due date and time for submission of offer	06.08.2026/ 13:00 Hrs.
9.	Due date and time for opening of Technical bid	06.08.2026/ 13:05 Hrs.
10.	Contact details for queries related to tender	Mr.G.Mounish , Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8285 / 9611121422; e-mail:mounishg@bhel.in ; jpuriyar@bhel.in
11.	Address of Tender Inviting Authority	Shri. Lakshminarayana S , GM/MM, HVDC & VFD-Engg. New Engineering Building-2 nd Floor, BHEL-Electronics Division, Mysore Road Bengaluru-560026

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal (GeM) as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid is valid.
- For labour supply contracts, bids lower than the minimum statutory amount, i.e. minimum wage, PF, ESI, etc., as may be declared in NIT, shall be rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- BHEL reserves the right to cancel the tender at any stage due to unavoidable circumstances.
- **Before submission of offer, the Tenderer is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labor.**

Check list for submission of offer

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid)

Part –I (Techno commercial bid) shall contain following documents:

a) Pre-qualification related documents b) Signed Tender document.

The documents to be contained in Techno commercial bid are as follows:

- Pre-qualification related documents to meet Technical Competency Criteria, Financial Soundness Criteria and Statutory registration criteria.
- Signed Tender document and duly filled and signed ANNEXURES (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions.

Part-II (Price Bid) comprises of single cover

a) Price bid Cover

Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.

Sl. No	Description	Remarks
1	Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)	
1.1	Documentary evidence to meet Technical Competency Criteria: Duly signed and sealed copy of - WO / PO / Agreement / Completion certificate for "Services related to Facility Management / Housekeeping Services / Manpower Supply" "executed over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening) to meet the pre-qualification criteria. - Form 26AS / TDS certificate with customer name as name of deductor for financial year in which work was carried out or Bank statement showing transaction with customer during execution of contract.	1. WO / PO / Agreement copy / Completion Certificate ☐ uploaded / ☐ Not uploaded 2. Form 26AS / TDS Certificate / Bank Statement ☐ uploaded / ☐ Not uploaded
1.2	Documentary evidence to meet Financial Soundness Criteria Duly signed and sealed copy of - Income Tax Return (ITR) - Balance Sheet & Profit and loss Statement. (For the last three years, ending on 31st March of the previous financial year.) - Solvency Certificate issued by Bank as per Annexure-H	1. Income Tax Returns ☐ Uploaded / ☐ Not uploaded for 1year / 2 years / 3 years 2. Balance Sheet & profit and loss Statement (Audited) ☐ Uploaded / ☐ Not uploaded for 1year / 2 years / 3 years 3. Solvency Certificate ☐ Uploaded / ☐ Not uploaded

1.3	Documentary evidence to meet Statutory Registration and License Criteria: Duly signed and sealed copy of Registrations Income Tax Registration (PAN) GST Registration. PF Registration. (If Registered) ESI Registration. (If Registered) Certificate of Incorporation (As applicable) Partnership Deed (As applicable) CA certificate for MSE status (As applicable) Power of Attorney (As applicable)	All documents ☐ uploaded / ☐ Not uploaded
2	Check list for Part-I: Techno commercial Bid (Tender Scope and Terms & conditions related document)	
2.1	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of 1. Complete Tender Document. 2. "No Deviation Certificate "as per Annexure-A in letter head. 3. "Declaration" as per Annexure -B in letter head.	1. Duly filled and Signed "Tender Document" ☐ uploaded / ☐ Not uploaded 2. Duly filled and Signed "Declaration" ☐ uploaded / ☐ Not uploaded 3. Duly filled and Signed "No Deviation Certificate" ☐ uploaded / ☐ Not uploaded
3	Rates quoted as per Price bid format available on e-Procurement Portal (GeM).	☐ Quoted as per tender format ☐ Not Quoted as per tender format.
4	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
7.	Type of Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org / ☐ Others (Pl. Specify) (Supporting document to be enclosed)
8.	Status of Firm as MSME / Start up recognised by DPIIT	☐ Micro ☐ Small ☐ Medium ☐ Start-up recognized by DPIIT ☐ None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	
10.	PF, ESI Registration details (For information and compliance during execution of work)	PF Registration ☐ Registered / ☐ Not Registered ESI Registration ☐ Registered / ☐ Not Registered

B: Pre- qualification Criteria: Technical competency & financial soundness

B.1	Work Experience				
1	The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening) as per following details:				
	Sl. No:	Name of Work	Qualifying Value		
			Three Works / Service contracts each costing not less than the contract value of (₹)	Two Works / Service contracts each costing not less than the contract value of (₹)	One Works / Service contract costing not less than the contract value of (₹)
1.	"Services related to Facility Management / Housekeeping Services / Manpower Supply"	₹51.05 Lakh.	₹63.81 Lakh.	₹102.1 Lakh.	
2.1	Details of Work Order/Agreement to be considered against work experience: WO / Agreement Ref No..... Customer: Name of Work: Contract Value: Contract Period: WO / Performance certificate / Work completion Certificate: () Enclosed / () Not Enclosed Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed				
2.2	Details of Work Order /Agreement to be considered against work experience: WO / Agreement Ref No.....Customer: Name of Work: Contract Value: Contract Period: WO / Performance certificate / Work completion Certificate: () Enclosed / () Not Enclosed Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed				

2.3	Details of Work Order /Agreement to be considered against work experience:		
	WO / Agreement Ref No.....Customer:		
	Name of Work:		
	Contract Value: Contract Period:		
WO / Performance certificate / Work completion Certificate: () Enclosed / () Not Enclosed			
Form 26AS/ TDS certificate / Bank statement for payment received from customer against the above contract () Enclosed / () Not Enclosed			
B.2	Financial soundness		
	Average annual turnover for last three consecutive years ending on 31st March 2025 (2022-23,2023-24 and 2024-25).		
	SL No:	Financial soundness parameter	Qualifying Value (₹)
	1	Average annual turnover for last three consecutive years ending on 31st March 2025 (2022-23, 2023-24 and 2024-25).	₹38.29 Lakh
1	Details of Annual Turnover for last three consecutive years ending on 31st March 2025 (2022-23, 2023-24 and 2024-25).	Financial Year	Annual Turnover (Sales)
		2022-23	₹.....Lakhs
		2023-24	₹.....Lakhs
		2024-25	₹.....Lakhs
		Average Annual Turnover of three consecutive years.	₹.....Lakhs
1.1	Profit and Loss account statement & Balance Sheet for last three consecutive years ending on 31st March 2025 (2022-23, 2023-24 and 2024-25). duly certified by chartered accountant with CA membership number.	Financial year	Please Tick (√) in the appropriate box
		2022-23	☐ Enclosed / ☐ Not Enclosed
		2023-24	☐ Enclosed / ☐ Not Enclosed
		2024-25	☐ Enclosed / ☐ Not Enclosed
1.2	Income Tax Return Acknowledgment for last three consecutive years ending on 31st March 2025 (2022-23, 2023-24 and 2024-25).	Assessment year	Please Tick (√) in the appropriate box
		2023-24	☐ Enclosed / ☐ Not Enclosed

		2024-25	☐ Enclosed / ☐ Not Enclosed
		2025-26	☐ Enclosed / ☐ Not Enclosed
2	Solvency : Bidder shall submit Solvency certificate along with the bidder.		
	Solvency Certificate	Qualifying Value : ₹25 lakh	
	Solvency certificate issued by Nationalized Bank within 6 months from date of issue of Tender notification		
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>			

C: Pre- qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions

1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN: Copy of Income Tax Registration ☐ Enclosed / ☐ Not enclosed
2	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST No: Copy of Goods and Service Tax (GST)Registration ☐ Enclosed / ☐ Not enclosed / ☐ Exempted
3	I) Duly signed and Sealed copy of following in Enterprise/ Company/ Firm letterhead: 1) "No Deviation Certificate" as per Annexure-A 2) "Declaration" as per enclosed Annexure-G II) Signed and sealed copy of Tender document.	☐ Enclosed / ☐ Not enclosed
4	Applicable GST % against the scope of work	_____ % GST (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY is as indicated in Annexure-II (Price-bid)****B. SCOPE OF WORK, TERMS & CONDITIONS OF CONTRACT****B.1: SCOPE OF WORK:****(1) HOUSE KEEPER/SWEEPER/CLEANER SANITARY/DRAINAGE WORKS**

- I. Sweeping of road, footpath & common area (like staircase, passage, terrace etc.) of all the residential & others like Dispensary, office, ET Hostel, ED Bungalow, BSCH, BOC etc.
- II. Sweeping Car & Scooter parking Areas of quarters, BSCH & ET Hostel.
- III. Wet mopping the floor of Dispensary, ED Bungalow, Maintenance office, Kuvempu Hall, BSCH & ET's Hostel with required Dettol / Phenol.
- IV. Collection & shifting garbage's and scrap from dust bins to scrap yard.
- V. Cleaning Overhead Water Tanks of Qtrs., BSCH, ET Hostel, Guest house Transit flat, ED bungalow, Dispensary.
- VI. Cleaning Main overhead tank & Ground level reservoir (Sump).
- VII. Cleaning of Solar panels installed in Township with soap oil & water as may be required.
- VIII. Maintenance of garden & lawn including removal of weeds & Watering of plants every day.
- IX. Maintenance of Storm water drain, open field area such as playground, BOC ground, Car parking Area of BSCH, Back Yard of buildings.
- X. Cleaning of Chajjas all round of all quarter & other Buildings etc.
- XI. Assisting work while attending the emergency complaints regarding carpenter /plumber/Electrical work and other technical works like replacement, water line, sanitary line repair works, removing of cobwebs, cleaning of fans, Tube lights in Dispensary, Office, Kuvempu Hall and assignments of Ladies Club Function, HRD Programs, HR Interviews, Union/Association function, as required.
- XII. Cleaning of dining hall tables kitchen area, kitchen utensils & sweeping mopping of township office canteen
- XIII. Distribution of food at counter for contract labour, officials & dispensary staff.

(2) WATER SUPPLY OF TOWNSHIP- PUMP OPERATION AND PLUMBING WORKS

- I. Operation of water supply system by monitoring Borewells and Corporation water supply. This also includes operating pumps, filling water to overhead tank and operating distribution line valves to ensure water supply to all quarters as per scheduled timings

- II. Attending daily complaint from residential quarter & other buildings like water leakage, drainage line, change of taps, valves connection pipes etc.
- III. Repair of bathroom & toilet fixtures, Spare parts for plumbing works and sanitary works like pipes, specials like bends etc., wash basin, water closets, sinks, cement work etc.
- IV. Assisting in bringing food from EDN-Canteen to Township.

(3) CARPENTRY & MASONRY REPAIR & MAINTENANCE WORKS

- I. Repair and maintenance of all doors and windows, fitting, replacement of butt hinges, door fitting etc. of residential Quarter & other buildings.
- II. Attending daily complaint received from residential & other buildings
- III. Attending small nature painting work.
- IV. Daily Repair and Maintenance in/around Buildings at all heights & levels including brickwork, masonry, plastering, excavation, concreting, floor joint fillings/repair works, RCC/Bituminous roads, footpaths, storm water drainage lines/slabs, manholes/chambers etc. in addition to attending building leakage/seepage complaints. (Frequency: Daily)
- V. Finishing and Painting works in/around buildings/roads/structural members'/roof trusses including building leakage/seepage complaints wherever necessary. (Frequency: Daily)

(4) ELECTRICAL REPAIR & MAINTENANCE OF ELECTRICAL INSTALLATION

- I. Maintenance of all kind of electrical installations, fittings & Fixtures.
- II. Replacement of electrical fittings, fans, Tube lights, LED bulb & batten, CFL, Switches etc.in common areas & quarters & Buildings.
- III. Emergency Electrical work like Repair & rewiring in all Quarters & buildings, EDB, BSCH, ET Hostel, Guest House, Garden lights, gate lights etc.
- IV. DG Operation, routine maintenance, fuel management & usage monitoring etc.
- V. Power supply to individual quarters and other buildings in the event of power failure with necessary liaison with electricity authorities
- VI. Periodical watering of earth pits, inspection and attend to the conditions of earth connections at the termination points.

(5) SUPERVISION OF DAILY ALLOTTED WORK & OFFICE HELP

- I. Supervision of duty rosters, daily job assignments as per maintenance plans/complaints, allocation of required tools & machineries/consumables/PPE's to contract workers and monitoring of supervision of assigned jobs/works in respective activity areas.

- II. Office work such as daily distribution office papers, files, BESCOM & BWSSB bills, and running bills etc.
- III. Handing over & taking over Inventory of quarter during occupation & vacation.
- IV. Handing over & taking over Inventory of BSCH on occasion of function (All item to be counted while handing over & taking over)
- V. Store inventory (issue of daily required tools & material.)
- VI. Operation of battery operated Dumper.

(6) SANITARY/DRAINAGE WORKS

- I. Complete Cleaning of toilets including cleaning of EWC/IWC/ wash basins urinals with Toilet cleaning solution etc...of Dispensary, Bungalow, Maintenance office, Kuvempu Hall, BSCH & ET's Hostel
- II. Cleaning of Manholes, Drainage Chambers and Sanitary Line Ducts etc.

(7). MONITORING COMPLAINTS AND MATERIAL HANDLING.

- 1. To have Electronic record in PC of the daily complaints received from township residents and official buildings such as Guest house & Transit flat, ET's hostel, BHEL Samskruthi community hall.
- 2. To monitor and record Electronically, Material received and issued by BHEL to carryout maintenance and repair work related with Plumbing, Electrical, carpentry, Masonry, painting and maintain the material stock register.
- 3. To record BESCOM Electricity bills of all the Township Electrical installation (265No.) and water bills and prepare the data electronically for monitoring.
- 4. Monitoring of daily job assignments to workers and prepare complaints status.

B.2: DETAILS OF BUILDINGS COVERED UNDER MAINTENANCE CONTRACT

- 1. 'A' Type quarters : 18 Blocks under occupation
(8 units in each block)
- 2. 'B' Type quarters : 5 Blocks under occupation
(8 units in each block)
- 3. 'C' Type quarters : 4 Blocks under occupation
(6 units in each block)
- 4. 'D' Type quarters : 1 Block under occupation

(6 units in each block)

5. 'E' type quarters block : 2 Houses under occupation
(Individual bungalow)
6. Engineer's Trainees Hostel : 1 Block of 40 rooms under Occupation.
7. Community Center : 1 No.
8. Pump House : 6 Nos.
9. Car garages : 6 Nos.
10. Car parking shed : 2 Nos.
11. Scooter parking shed : 2 Nos.
12. Overhead tank of various capacity : 230 No.
13. Ground level reservoir : 2 Nos.
14. Civil office : 1 No.
15. Cauvery Guest House : 1 No.
16. ED's Bungalow : 1 No.
17. BHEL Samskruthi Community Hall (BSCH) : 1No.
18. Cleaning of overhead tanks of all buildings

B.3: DETAILS OF TENTATIVE MANPOWER TO BE DEPLOYED ON DAILY BASIS AND NEED BASIS

Sl. No.	Manpower Category	Designation	Tentative number of Manpower
01	Unskilled Workers (USW)	Sweeper	14 Regular
02	Semi-Skilled Worker (SSW)	Pump Operation & water supply	2 Regular

03	Skilled Workers (SW)	(a) Supervision & office work (b) Electrical Maintenance	4 Regular
04	Highly Skilled Workers (HSW)	(a) Masonry work (b) Carpenter work (C) Electrical Maintenance (D) Maintenance of Water supply line & Plumbing (e) office work in BHEEA office	7 Regular
05	Safai Karmachari	Waste collection & Sanitary work	2 Regular
06	Painter (HSW)	Interior & Exterior Painting work	1 No. As and when required
07	Painter Helper (USW)	Interior & Exterior Painting work	1 No. As and when required
		Total	29 Regular +2 on requirement + <i>Leave Reserves as required</i>

B.4: TERMS AND CONDITIONS OF CONTRACT**B.4.1: SAFETY CODE****RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, contractor submit a "SAFETY PLAN" to the authorized BHEL Official. The 'SAFETY PLAN' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit Safety Plan along with his offer. During

negotiations before placing of work order and during execution of the contract BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:
 - (i) Safety Helmets conforming to IS-2925: 1984.
 - (ii) Safety Belts conforming to IS-3521: 1983.
 - (iii) Safety Shoes conforming to IS-1989: 1978
 - (iv) Eye and Face protection devices conforming to IS – 8520: 1977 and IS-8940: 1978
 - (v) Hand and body protection devices conforming to:
 - IS-2573: 1975
 - IS-6994: 1973
 - IS-8807: 1978
 - IS-8519: 1977

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment's etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment's, connections and wiring for constructions power, its distribution and use shall conform to the requirement of the Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed. The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined space lighting shall be arranged with power sources of not more than 24 volts.

The Contractor shall adopt all fire safety measures as laid down in the "Code for fire Safety at Construction Sites" issued by the Safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred "Code of Fire Safety at the Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India. etc., prior approval to the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agencies. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to the lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property by the contractor, BHEL shall have the right to recover cost of such damages from payments from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a work due to mishaps attributable to lapses buy the contractor, BHEL shall have to recover cost of such delay from payments due to the contractor, after notifying suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL. The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, the contractor to the authorized BHEL official shall also submit periodic reports on safety from time to time as prescribed. Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded work is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion the work.

B.4.2: HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- Compliance with applicable Legislation and Regulation
- Setting objectives and targets to eliminate/control/minimize environmental pollution, risks due to Occupational Health and Safety Hazards.
- Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.

- Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
- Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
- Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management Programs for continual improvement.
- Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
- Communication of HSE Policy to all employees and interested parties.
- Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

B.4.3: CONTRACTOR'S OBLIGATIONS

Contractor shall deploy the required nos. of workmen for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner in which the awarded work is to be carried out as per the prescribed specifications and as directed by Engineer-in-charge. The contractor shall be fully responsible for the work awarded to him and fulfil following obligations.

Contractor shall depute his workmen as per the details given in scope of work. The work shall be executed as per work instructions and to the satisfaction of Engineer-in-charge.

Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.

Contractor shall maintain appropriate records of his employees deployed to carry out the work.

"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".

Contractor shall provide employment card/identity card with photograph duly verified and attested by the contractor to his employees deployed to execute the work. Contractor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.

Contractor will be fully responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.

Contractor will ensure that the work is executed through his employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the work; nor shall sub-contract the work without prior written permission from BHEL.

Contractor will keep watch on his employees and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employees. Similarly, for any compensation to outsiders and his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.

The contractor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the work tendered. Notwithstanding that BHEL may provide consumables, cleaning and material handling equipment etc. wherever required, the contractor shall be responsible for issue and wearing of the safety equipment's/gadgets.

The contractor has to provide his workmen uniform distinct different from BHEL employees, mandatorily after commencement of contract. The uniform should have logo of the contractor's firm/company. The uniform shall be always ensured to be in neat, tidy and wearable condition.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees and his equipment, if any from the establishment of BHEL.

Contractor shall take necessary insurance policy for his workmen to cover workmen's compensation and accidental cover as may be applicable. Provided if the contractor has or proposes to obtain ESI registration prior to the commencement of the contract, this insurance policy will not be insisted upon.

BHEL will provide materials for repairs and maintenance wherever applicable and agreeable. However, it will be the responsibility of the contractor to inform concerned Engineer-in-charge to ensure the materials/equipment for assigned jobs.

The age of the contract workers deployed at BHEL EDN should be between 18 to 60 years.

The contractor shall maintain regular contact with the designated Engineer-in-charge of BHEL and will interact on matters relating to the work awarded under this contract.

In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within a month's time and in continuation of such deficiencies/ failure to compliances limited to a maximum of 03 such notices from BHEL, failing which BHEL reserves the right to terminate the contract without assigning any reason what so ever. In such an event, no damages will be payable for short closure of the contract and the contractor shall be liable to pay BHEL for any loss or hardships it may suffer, such termination shall be for the contractor's default and any money including deposits or bills available with BHEL will be forfeited and any further claim on the contractor may be made by BHEL for recovery of any loss.

The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.

Notwithstanding anything contained in this tender document, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.

"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".

C. CONTRACT PERIOD AND PLACE OF WORK:

C.1: Mobilization period:

The work shall start within seven days of issue of LOA or as indicated in LOA whichever is earlier.

C.2: Contract Period:

Twelve months from the date of award of contract.

BHEL-EDN may extend the contract by 3 months at same Rate and Terms and Conditions based on mutual consent.

C.3: Place of Work:

The work shall be carried out at BHEL-EDN, Township premises at Attiguppe, Bangalore -560040.

D. PAYMENT TERMS

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made **within 30 days of submission of bill complete in all respect.**
2. The Contractor shall submit the bill within a week after the end of each month / after completion of work in triplicate copies detailing the various items of work done during the month supported by the requisitions

issued from time to time along with any other relevant document which is required from time to time as per BHEL requirement.

3. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.
4. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
5. If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
6. No advance will be paid for operational or any other expenses.
7. Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
8. All payments to be made to the Contractor shall be done only through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement). No other forms or mode of payment is made by BHEL. If there is any delay in making payment, no interest will be paid.

E. PRICE VARIATION CLAUSE:

E.1: The minimum wage, PF, ESI and Bonus for Unskilled worker, Semi-skilled Worker, Skilled worker and Highly Skilled worker shall be revised as per Govt. notification on actual basis.

E.2: The contractor's profit (%) and rates under Schedule – 1 & Schedule-2 of Detailed Estimate/Price Bid will not change.

F. LIQUIDATED DAMAGES (LD)/PENALTY:

1. Liquidated Damages (LD):

If the contractor fails to start the work within the initial mobilization period of seven (7) days stipulated in the tender and indicated in the Work Order, or at any time repudiates the contract, BHEL may, without prejudice to any other right or remedy available to it under the contract or law, shall have the right, at its sole discretion, to

a. Recover from the contractor, liquidated damages and not by way of penalty, a sum of 0.5% (Half percentage) of total value of the contract (excluding taxes) per day of delay in mobilization beyond initial mobilization period of 7 days, subject to a maximum of 15 days. In such a case, BHEL may also terminate the contract and forfeit security deposit if delay extends beyond 15 days.

b. Recover from the contractor, liquidated damages and not by way of penalty an amount of ₹1000/- per day in the event of any delay in making the payment of any wages or dues to all contractual workers by the tenderer as per Sec. 5 of Payment of Wages Act, 1936 the period is as follows:

i) Before the expiry of 7th day irrespective of Sundays and holidays for factory in which less than one thousand persons are employed.

2. Penalty:

No penalty shall be applicable for non-supply of manpower. This being a labour contract for manpower supply during working hours of EDN Factory & Township and unlike Security Contract, it is not a position based contract. Contract labourers are permitted to avail leave as per Factories Act 1948. As per Industry Norms,

leave reserves are maintained around 10% to substitute for absenteeism due to ESI medical leave, Earned leave and unforeseen reasons such as death in family. Hence penalty on will not be applicable in this contract.

"If the contractor fails to supply Uniforms, Safety Shoes, and other required PPEs as per BOQ, to the deployed personnel within 45 days from the commencement of the contract, a penalty of ₹5,000 per month will be levied on the contractor until the compliance is ensured."

3. Maximum Value of LD/Penalty:

Total recoveries under aforesaid clauses shall be limited to maximum 10% of the contract value.

In case of any change of order value, LD shall be subject to a maximum of 10% of the revised order value.

The decision of BHEL on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to quantum of such compensation shall be final and binding on the contractor(s).

G. TERMS & CONDITIONS FOR EXECUTION OF THE CONTRACT:

1. The contractor should bring their manpower to BHEL premises at his/her own cost, risk and execute the work allotted to him inside BHEL premises.
2. The contractor should follow and comply with Minimum wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State/Central Governments' rules and regulations.
3. Attendance register should be maintained by the contractor and should be duly signed by contractor's manpower.
4. All safety equipment's are to be arranged for the workmen and safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
5. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
6. Contractor shall supervise the work carried out by his/her employees.
7. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
8. Contractor shall maintain appropriate records of his/her employees deployed along with their attendance to carry out the job(s).
9. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
10. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
11. Contractor shall be solely responsible for non-payment, delayed payment of minimum contributions under EPF & MP Act, ESI Act, Bonus, etc.
12. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
13. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
14. The contractor should maintain a 'Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
15. Necessary gate entry pass will be issued by BHEL Security department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfilment of the Statutory Obligation by the Contractor.

16. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
17. BHEL reserves the right to cancel/short close and terminate the contract at any point of time after giving intimation to the vendor.
18. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor exclusive for this work only.
19. National & festival holidays (i.e. 12 days per year) is paid holidays & Earned leave of 15 days per year for all employees engaged for this contract shall be paid as per Minimum wage.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

In these General Conditions of Contract, the following terms shall have meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the BHEL to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including **AGM / CCD** authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

2. HEADING TO THE CONTRACT

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. ASSIGNMENT OF TRANSFER OF CONTRACT

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or bylaws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. SECURITY DEPOSIT (SD):

Non-Start of work within seven days of issue of LOA / WO or date indicated in LOA whichever is later may attract the provision of “Suspension of Business dealings with Suppliers/Contractors”.

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 5 % of Contract value.

Modes of Deposit:

The required Security Deposit at 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii), (iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or

realized by the sale of the securities, from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

The claim period for Bank Guarantee shall be kept three months after the contract end date.

Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA, whichever is later.

“Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered from the bills along with the interest”

9. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will

notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or 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, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

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

11. CONTRACTOR'S SUPERVISION

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7days / 10 days (As applicable) from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. "The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".
12. "Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".

13. PRECAUTIONS AGAINST RISK

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL,

the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the Indian Laws for the time being in force.

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act,
in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission
and the terms of payment thereof have previously been disclosed in writing to BHEL,
OR
- c) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

17. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OR SUBLETTING OF CONTRACT

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise

howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

22. POST TECHNICAL AUDIT OF WORK AND BILLS

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. REFUND OF SECURITY DEPOSIT

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

24. FORCE MAJEURE CLAUSE

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

25. ARBITRATION

25.1 Except as provided elsewhere in this NIT, in case Parties are unable to reach an amicable settlement (whether by Conciliation to be conducted as provided in Clause-26 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 "**Arbitration & Conciliation Centre, Bengaluru (Domestic and International)**" and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012**.

25.2 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 and 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.

25.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the **Arbitration & Conciliation Centre, Bengaluru (Domestic and International)** and that dispute shall be adjudicated in accordance with their respective Arbitration Rules **Arbitration Centre - Karnataka (Domestic and International) Rules, 2012**. 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.

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

25.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be in Bengaluru, Karnataka only.

25.6 Subject to the above, the provisions of The 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 Bengaluru Karnataka only.

25.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, 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.

25.8 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.

25.9 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.

25.10 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 to account while arriving at the total claim in dispute for the subject contract for the purpose of clause 27.9. 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.

25.11 In case of Contract with Public Sector Enterprise (PSE) or a Government

Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No.05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time

26. JURISDICTION:

This contract shall be governed by the Law for the time being in force in the Republic of India. This Contract shall be governed by the substantive and procedural laws of India, as amended from time to time. Subject to the provisions of Clause 25 (Arbitration), and only upon exhaustion of the arbitration proceedings thereunder, the courts at Bengaluru, Karnataka shall have exclusive jurisdiction over any suit or other legal proceedings arising out of or in connection with this Contract.

27. SECRECY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

28. SIGNING OF CONTRACT

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

29. FRAUD PREVENTION POLICY

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

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

30. 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 nonsubmission 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.

31. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

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

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

32. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

The following shall amount to breach of contract:

- i. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- ii. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.
- iii. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- iv. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- v. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- vi. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- viii. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- ix. Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.
- x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the

Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

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

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

REMEDIES IN CASE OF BREACH OF CONTRACT

Wherein the period as stipulated in the notice issued under clause -32 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.

- i. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc. available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- ii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iii. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notices to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.
- iv. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
 - a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
 - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including

- recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
- c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
 - v. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
 - vi. In addition to the above, imposition of liquidated damages, debarment, termination, descoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

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

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

(b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

33. INTEGRITY COMMITMENTS

Integrity Commitment: The offers of the bidders who are under suspension as 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 website www.bhel.com. Integrity commitment, performance of the contract and punitive action thereof:

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.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR

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 [BNS]*** or any other law in force in India.

- 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 - 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 mal-practices, cheating, bribery, fraud or / and other misconduct or formation of cartel so as to influence the bidding process or influence the price

or acts or omits in any manner which tantamount to an offence punishable under any provision of the ***Bharatiya Nyaya Sanhita [BNS]*** or any other law in force in India, then action may be taken against such bidder / supplier / contractor as per the extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

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

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

34. ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA'

(Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt, of India in this regard are available at website <https://doe.gov.in/procurement-policydivisions>)

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. [Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]
- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from a country which-shares a land border with India" for the purpose of this Order means; -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The beneficial owner for the purpose of (3) above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

35. OPTION CLAUSE:

The Purchaser reserves the right to decrease the quantity to be ordered at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

36. RIGHT OF REJECTION / NON –PLACEMENT OF PO:

BHEL reserves the right to accept the offers in part or in full, or cancel the Tender enquiry without assigning any reason.

37. LIMITATION OF LIABILITY:

"Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the

contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract. This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."

38. CONSEQUENTIAL LOSS:

"Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract."

39. NOTICES OF ACCIDENTS

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

40. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

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

A. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

B. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites.

C. Compensation in respect of each of the victims:

a. In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs

10,00,000/- (Rs Ten lakh)

b. In the event of **others permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)

Permanent Disablement: Permanent Disablement means a disablement classified as **Permanent Total Disablement** under the provisions of **Section 2(l) of the Employees' Compensation Act, 1923**, as amended from time to time.

41. PREFERENCE TO MAKE IN INDIA

“For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.”

42. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS:

1. The bidder shall submit a valid Udyam Registration Certificate indicating that the enterprise is registered as a Micro or Small Enterprise (MSE). The certificate should be valid as on the date of tender opening and should cover the relevant service/activity for which the bid is submitted.

2. Definitions of MSEs owned by Women is under:

2.1 In case of proprietorship firm, proprietor must be woman.

2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.

2.3 In case of private limited companies, at least 51% share must be held by women promoters.

3. Definitions of MSEs owned by SC/ST is under:

3.1 In case of proprietorship firm, proprietor must be SC/ST.

3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.

3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.

4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.

4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.

4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.

4.3 Revenue Officer not below the rank of tahsildar.

4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.

4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

5. Purchase Preference shall be extended to eligible Micro and Small Enterprises (MSEs) registered under Udyam Registration, in accordance with the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, as amended from time to time.

A. In case the tendered quantity is Splittable

Where the L1 bidder is not an MSE, eligible MSE bidder(s) quoting within the price band of L1 + 15% shall be given an opportunity to match the L1 price. Such eligible MSE bidder(s) shall be allowed to supply up to 25% of the total tendered quantity/value, subject to matching the L1 price.

Where more than one eligible MSE bidder agrees to match the L1 price, the quantity earmarked for MSEs shall be distributed among such MSEs in accordance with the provisions of the Public Procurement Policy for MSEs.

Out of the above 25% earmarked quantity/value:

- 4% of the total tendered quantity/value shall be earmarked for MSEs owned by SC/ST entrepreneurs, subject to their meeting the eligibility criteria.
- 3% of the total tendered quantity/value shall be earmarked for MSEs owned by Women Entrepreneurs, subject to their meeting the eligibility criteria.

In the event of non-availability of eligible SC/ST-owned MSEs and/or Women-owned MSEs, the earmarked quantity/value shall be allocated to other eligible MSEs, as per the prevailing Government policy.

B. In case the tendered quantity is Non-Splittable

Where the L1 bidder is not an MSE and one or more eligible MSE bidder(s) quote within the price band of L1 + 15%, such eligible MSE bidder(s) shall be given an opportunity to match the L1 price.

On matching the L1 price, the entire contract (100% of the tendered quantity/value) shall be awarded to the eligible MSE bidder, subject to the provisions of the Public Procurement Policy for MSEs and the tender conditions.

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.

<i>Type under MSE</i>	<i>SC/ST Owned</i>	<i>Women Owned</i>	<i>Others (excluding SC/ST & Women Owned)</i>
<i>Micro</i>			
<i>Small</i>			

Note: 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.

6. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process.

43. PROCESSING OF PAYMENT FOR MICRO, SMALL & MEDIUM ENTERPRISE (MSME) SUPPLIERS:

"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, Mixchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit. They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission.

Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.

In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract."

ANNEXURE-ID**PART-I (TECHNO COMMERCIAL BID)
SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN- Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).

The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

a. Technical Bids of tenderers will be evaluated for the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.

b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**

2. **The work will be awarded on Package Wise L1 basis.**

3. In case there are more than one L1 bidders, BHEL will invite fresh revised price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected based on draw of lots.

4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES**Priority / Ranking**

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax.

5. RATE FINALIZATION

1. Lowest prices received against BHEL Tender need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to BHEL inter-alia other reasons.

2. Tenderers are requested to give their best prices at the first instant itself.

3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL may resort to short closure of this Tender.

ANNEXURES

ANNEXURE-A

PART-I (No Deviation certificate)

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of “**SERVICE CONTRACT FOR PROVIDING FACILITY MANAGEMENT SERVICES AT BHEL-EDN TOWNSHIP FOR ONE YEAR DURING 2026-27**” vide Tender Ref No: **BHEL-EDN/ CCD/ FACILITY MANAGEMENT-TOWNSHIP/ GEM/2026 dt: 06.08.2026** and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Contractor Signature with Seal)

ANNEXURE-B**PART-I (Declaration)**

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: "SERVICE CONTRACT FOR PROVIDING FACILITY MANAGEMENT SERVICES AT BHEL-EDN TOWNSHIP FOR ONE YEAR DURING 2026-27".

Tender Ref No: **BHEL-EDN/ CCD/ FACILITY MANAGEMENT-TOWNSHIP/ GEM/2026 dt: 06.08.2026**

I / We M/s. do hereby confirm the following points with ref to the above works, if ordered on us.

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the Karnataka Government Minimum Wages & also as per any revisions made by the State Govt. from time to time and (ii) Additional Wages as per HR / BHEL circular ref: BHE: HR: W: EW dt 08.04.2014 and (iii) Bonus as per the Bonus Act-1965 along with Wage.
2. We will also pay ESI, PF (both Employer and Employee contributions) & Bonus amounts for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted against service charge in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL- Electronics Division, Bengaluru may recover the said amounts through other running contracts from BHEL's sister units.
8. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

Annexure – C**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

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

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No.
(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Annexure – D**Solvency Certificate Format**

[Bidder to submit a colour-scanned copy of the Solvency Certificate issued by a Scheduled Commercial Bank not later than 6 months]

Ref:

Date:

This is to certify that M/s. _____ having their
Registered Office at _____

_____ is solvent to the
extent of ₹ _____ [Amount in Words _____] as disclosed by
the information and record which are available with the bank.

This certificate is issued at the request of M/s. _____
for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the
Bank or any of its officers.

For Bank _____

Name of Signatory _____

Note: The certificate shall bear the name, designation, employee ID, and contact details of the
issuing bank official.

Annexure – E

On Bidder Letter Head

To,

M/s Bharat Heavy Electricals Ltd.
Electronics Division, Mysore Road,
Bangalore – 560026

Sub: Model Clause / Certificate towards Restrictions Under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, Dated 23.07.2020.

Ref: BHEL Tender / RFQ / NIT Number

Based on the under-mentioned declarations of Bidder as insisted under Rule 144(Xi) of General Financial Rules, 2017 amendment dt 24.02.2023, eligibility of offer will be ascertained in the tender:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our firm is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that our firm fulfils all requirements in this regard and is eligible to be considered.”

Note: Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

For M/s

Authorized Signatory
(with company seal & Name)

Annexure – F

On Bidder Letter Head

Date:

To,

M/s Bharat Heavy Electricals Ltd.
Electronics Division, Mysore Road,
Bangalore – 560026

Sub: Model Clause / Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 13.06.2020.

Ref: BHEL Tender / RFQ / NIT Number

I (authorized signatory for M/s) a 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' (Tick appropriate option & cut the other one) and the Local Content percentage is

The address/es is/are as below, where the local content / value additions is/are made:

[Factory Address]

For M/s

Authorized Signatory
(with company seal & Name)

Annexure – G**BANK GUARANTEE FOR PERFORMANCE SECURITY (SD)**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

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

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

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

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

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

ANNEXURE-H

LIST OF CONSORTIUM BANKS			
SL NO.	NATIONALIZED BANKS	SL NO.	PUBLIC SECTOR BANKS
1	STATE BANK OF INDIA	10	IDBI
2	BANK OF BARODA	11	AXIS BANK
3	CANARA BANK	12	HDFC
4	RBL BANK LTD.	13	ICICI
5	EXIM BANK	14	THE FEDERAL BANK LIMITED
6	INDIAN BANK	15	KOTAK MAHINDRA BANK
7	INDIAN OVERSEAS BANK	16	INDUSIND BANK
8	PUNJAB NATIONAL BANK	17	YES BANK
9	UNION BANK OF INDIA	18	HSBC

ANNEXURE-II					
PART-II (PRICE BREAK UP)					
NAME OF WORK : WORKS CONTRACT FOR PROVIDING FACILITY MANAGEMENT SERVICES AT BHEL-EDN TOWNSHIP BANGALORE FOR ONE YEAR DURING FY 2026-27 & 27-28					
SL NO	DESCRIPTION	UOM	QTY	UNIT-RATE (in INR)	TOTAL VALUE (in INR)
A	Schedule 1: (Minimum Wage, Statutory Payments & Allowances)				
1	Payment towards minimum Wage and public Holidays (Unskilled workers : 14 Nos per day) + PH USW LR- 02 NO.	Manday	4406.00	743.74	32,76,918.44
2	Payment towards Earned Leave (Unskilled workers : 14 Nos per day)	Manday	210.00	743.74	1,56,185.40
3	Payment towards minimum Wage and public Holidays (Semi-skilled workers : 2Nos + 1 RELIVER to main 365 days)	Manday	766.00	807.53	6,18,567.98
4	Payment towards Earned Leave (Semi-skilled workers : 3 Nos)	Manday	37.00	807.53	29,878.61
5	Payment towards minimum Wage and public Holidays (Skilled workers : 4 Nos per day)	Manday	1252.00	871.94	10,91,668.88
6	Payment towards Earned Leave (Skilled workers : 4 Nos per day)	Manday	60.00	871.94	52,316.40
7	Payment towards minimum Wage and public Holidays (Highly skilled workers : 7 Nos per day)	Manday	2191.00	941.26	20,62,300.66
8	Payment towards Earned Leave (Highly skilled workers : 7 Nos per day)	Manday	105.00	941.26	98,832.30
9	Payment towards minimum Wage and public Holidays (Safai Karmachari: 02 Nos per day)	Manday	626.00	980.15	6,13,573.90
10	Payment towards Earned Leave (Safai Karmachari : 02 Nos per day)	Manday	30.00	980.15	29,404.50
11	Payment towards Wage and public Holidays (HELPER PAINTER USW: 1 Nos for 200 DAYS in a YEAR)	Manday	212.00	743.74	1,57,672.88
12	Payment towards Earned Leave of Helper Painters Under (Unskilled worker : 10 Nos)	Manday	10.00	743.74	7,437.40
12	Payment towards minimum Wage and public Holidays of Painters Under (Highly skilled workers : 1 Nos deployed for 200 Days in 1 Year)	Manday	212.00	941.26	1,99,547.12
13	Payment towards Earned Leave of Painters Under (Highly skilled workers : 1 Nos deployed for 200 Days in 1 Year)	Manday	10.00	941.26	9,412.60
14	Statutory Payment against PF @ 13% of Actual Wages or Maximum wage ceiling of Rs. 15000/- per month, whichever is less for (Unskilled workers (14 Nos) + PH FOR LR- 02 NO.(USW))	Percentage (%)	2880000.00	13.00%	3,74,400.00
15	Statutory Payment against PF @ 13% of Actual Wages or Maximum wage ceiling of Rs. 15000/- per month, whichever is less for (Semi-skilled workers : 02 Nos) + PH 01 RELIVER	Percentage (%)	540000.00	13.00%	70,200.00
16	Statutory Payment against PF @ 13% of Actual Wages or maximum wage ceiling of Rs. 15000/- per month, whichever is less for (Skilled workers : 4 Nos)	Percentage (%)	720000.00	13.00%	93,600.00
17	Statutory Payment against PF @ 13% of Actual Wages or Maximum wage ceiling of Rs. 15000/- per month, whichever is less for Highly Skilled workers (7 Nos)	Percentage (%)	1260000.00	13.00%	1,63,800.00
18	Statutory Payment against PF @ 13% of Basic Wage or Maximum wage ceiling of Rs. 15000/- per month, whichever is less for (2no Safai Karmachari)	Percentage (%)	360000.00	13.00%	46,800.00
19	Statutory Payment against PF @ 13% of Actual Wages or Maximum wage ceiling of Rs. 15000/- per month, whichever is less for Unskilled Helper painter (1 Nos)	Percentage (%)	180000.00	13.00%	23,400.00
20	Statutory Payment against PF @ 13% of Actual Wages or Maximum wage ceiling of Rs. 15000/- per month, whichever is less for Painting Work Highly Skilled workers (1 Nos)	Percentage (%)	180000.00	13.00%	23,400.00

SL NO	DESCRIPTION	UOM	QTY	UNIT-RATE (in INR)	TOTAL VALUE (in INR)
21	Statutory Payment against ESI @ 3.25% of Actual Wages for Unskilled workers (14 Nos) + PH FOR USW LR- 02 NO.	Percentage (%)	3276918.44	3.25%	1,06,499.85
22	Statutory Payment against ESI @ 3.25% of Actual Wages for Semi-skilled workers (02 Nos) + PH- 01 RELIVER	Percentage (%)	618567.98	3.25%	20,103.46
23	Statutory Payment against ESI @ 3.25% of Actual Wages for Unskilled Helper painter (1 Nos)	Percentage (%)	157672.88	3.25%	5,124.37
24	Statutory Payment against WC/ECA Policy premium @Rs. 3600/- per annum PER PERSON for Highly Skilled workers (7 Nos) + 1 Nos HSW Painting Work + 02 SAFI KARMCHARI + 03 SKILLED WORKER - Total 13 no. Rate As per SPO No.3600005333	Nos	13.00	3,600.00	46,800.00
25	Statutory Payment against Bonus @ 8.33% of Actual Wages for Unskilled workers (14 Nos)	Percentage (%)	3276918.44	8.33%	2,72,967.31
26	Statutory Payment against Bonus @ 8.33% of Actual Wages for Semi-skilled workers (3 Nos)	Percentage (%)	618567.98	8.33%	51,526.71
29	Statutory Payment against Bonus @ 8.33% of Actual Wages for Unskilled Helper painter (1 Nos)	Percentage (%)	157672.88	8.33%	13,134.15
30	PVC amount of the above wages & statutory on account of VDA Revision (01.04.2027 to 31.08.2027)	Percentage (%)	3697113.72	3.00%	1,10,913.41
	Total value excluding GST (A)				98,26,386.33
B	Schedule 2: Uniform, Safety Shoes, allowance and Soaps				
1	Supply and issue of 1 set of Uniform (Terricot) for Gents of approved quality and colour including stitching charges (Each set : 2 Pants + 2 Shirts)	Sets	30	1,450.00	43,500.00
2	Supply and issue of 1 set of Uniform for Ladies of approved quality and colour including stitching charges (Each set : 2 Saris + 2 Blouses + 2 petticoats)	Sets	4	1,660.00	6,640.00
3	Supply and issue of 01 pair of safety shoes of Liberty Warrior make with 2 sets of socks for male contract labours (Each : 01 pair per annum)	Pair	30	1568.00	47,040.00
4	Supply and issue of 01 pair of safety shoes (slip-on type) of approved brand with 2 sets of socks for female contract labours (Each : 01 pair per annum)	Pair	4	1088.00	4,352.00
5	Supply and issue of Lifebouy Soap (125 gms each) @ 1 per month for each contract labour	Nos	408	30.00	12,240.00
6	Washing allowances @Rs. 125 /- per month	Nos	408	125.00	51,000.00
	Total value excluding GST (B)				1,64,772.00
C	Schedule 3: PPE's				
1	Polyster Overcoat 'ERUL' grey color, as per required size/body measurement (Each: 01 Nos for every year)	Nos	34		
2	PVC Hand gloves acid/alkali proof Heavy duty cotton lining inside 10 to 16``	Pairs	99		
3	Cut-Resistant Nitrile - Nylon Hand Gloves - 10" long (Each : 01 Pairs for every TWO MONTH)	Pair	198		
4	Nose Mask(FFP1S) (Each : 01 Nos for every month)	Nos	396		
5	Safety Goggles with '0' Power Toughened Glass ISI marked (Each per year)	Nos	33		
6	Cotton Denim Jeans type Hand gloves 16`` (2pair each per year)	Pairs	66		
7	Industrial Safety Helmets (ISI marked) (Each : 01 Nos for every year)	Set	10		
8	Gum boots with full acid/alkali proof non gloss with lining inside (Each : 01 Pair for every year)	Pair	33		
	Total value excluding GST (C)				-

SL NO	DESCRIPTION	UOM	QTY	UNIT-RATE (in INR)	TOTAL VALUE (in INR)
D	Schedule 3: SUPPLY OF CLEANING & GARDEN MAINTENANCE MATERIAL				
	(Monthly Supply)	UNIT	QTY	RATE	Amount
1	Soap oil thick (scented) good quality (sealed Containers)	Ltrs	180		
2	Phenyl (Scented) of good quality (Sealed Containers)	Ltrs	240		
3	Toilet/bath Floor cleaning solution (950/1000 ml Bottle), branded Such as LIZOL,Harpic etc.	Nos	180		
4	Naphthalene Balls of good quality	Kg	24		
5	Urinal Cakes (50/60gm)	Nos	180		
6	Air fresheners (75 gram Pct.)	Nos	360		
7	Bleaching Powder (1 Kg Pkts)	Kg	120		
8	Vim /Sabeena Powder(0.5 Kg Pkts) for utensil cleaning	Kg	72		
9	Mopping Cloth Minimum size (1.25 feet x 1.25 feet)	Nos	180		
10	Cleaning Cloth : Check cloth) Minimum size (1.25 feet x 1.25 feet)	Nos	180		
11	Bombay Brooms Branded Monkey/555	Nos	384		
12	Coconut Brooms (Big size min 0.4 kg) (Good Quality)	Nos	384		
13	Sponge (Size minimum 6"x 3.5"x 2.5")	Nos	24		
14	Caustic soda	Kgs	84		
15	Room freshner Branded - Odonil , Godrej Aer (240 /300 ml)	Nos	60		
16	Floor wiper stick (width 24 inch) Branded Gala /E Clean	Nos	24		
17	Wet moping stick,with Cotton Threads Branded Gala /E Clean	Nos	36		
18	Harpic Toilet Cleaner (1000 ml)	Nos	120		
19	Scrubber Pad/(Green) ,branded scotch bite	Nos	120		
20	Toilet cleaning brushes	Nos	60		
21	Cobweb cleaning stick	Nos	24		
	One Time Supply				
22	PVC Hose Pipe (Braided) 1" Diameter of good quality (RATE As per MARKET)	Mtrs.	150		
23	Red earth (RATE As per MARKET)	Tractor load	6		
24	Cow dung Manure (RATE As per MARKET)	Tractor load	6		
	Total value excluding GST (D)				-
	Total value excluding GST (A+B+C+D)				
	Contractor's Profit (@ _% on Sl. No A) + KARNATAKA LABOUR WELFARE FUND CONTRIBUTION @Rs.100 per worker)				
	Total Value including contractor's profit				-
	Goods and Services Tax (GST) @ 18 %				-
	Net cash outflow to BHEL				-

**Note: 1. Vendor shall quote offer value including GST in Govt. e-Procurement portal (GEM).
2. Bidder shall quote by taking into account GEM transaction charges as applicable.**