



Bharat Heavy Electrical Limited

(A Govt. of India Undertaking)

Transmission Business Group-Subcontracting Management
5th Floor, BHEL Sadan, Plot-25, Sector-16A, Noida, UP-201301

NOTICE INVITING TENDER

TENDER NO.: TBSM/KN800/NGP/MTL MGMT/26-27, Date. 24-04-2026

WORK DESCRIPTION:

RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR \pm 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA

Volume - I

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली - 110049

Registered Office : BHEL House, Siri Fort, New Delhi - 110 049, India, Website : www.bhel.com

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NOTICE INVITING TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER for “RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR ± 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA”.

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in tender) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	TBSM/KN800/NGP/MTL MGMT/26-27, Date:24/04/2026
ii	BROAD SCOPE OF JOB	RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR ± 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-A	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-B	<i>General Conditions of Contract (GCC)</i> Applicable
c	Volume-C	<i>Forms and Procedures</i> Applicable
d	Volume-D	<i>BOQ and Price Schedule.</i> Applicable
e	Doc No. TBG/HSE/NIT-01 Rev 03	<i>HSE Sepcification</i> Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL eProcurement portal (https://eprocurebhel.co.in) till due date of submission: Start: 24/04/2026, Time: 18:00 Hrs. Closes: 07/05/2026, Time: 11:00 Hrs. Brief information of the tenders shall also be available at BHEL website (www.bhel.com) Applicable

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v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 07/05/2026, Time: 11:00 Hrs. Place : on https://eprocurebhel.co.in	Applicable
vi	OPENING OF TENDER	Date: 07/05/2026, Time: 16:00 Hrs. Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	Rs. 2,00,000/- (Rupees Two Lakh Only)	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 01/05/2026 Time: 04:00 Hrs. Along with soft version also, addressing to undersigned (Dealing Officer) & to others as per contact address given below: For Technical Clarifications: 1) Name: Vyom Designation: Manager Deptt: TBEM-Elect. Address: BHEL Sadan, 5 th Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone: (Landline/Mobile): 0120-2218936 / 88268 13370 Email: vyom@bhel.in For Tender T&C Clarifications: 2) Name: Ashok Kumar Meena Designation: AGM Deptt: Sub-Contracting Address: BHEL Sadan, 4 th Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone: (Landline/Mobile): 0120-2218640 / 098310 38136 Email: akmeena@bhel.in	Applicable
Xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no. 12	Applicable
Xii	TYPES OF CONTRACT	WORKS	

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Xiii	CONTRACT DURATION	50 MONTHS from the date of LOI	
Xiv	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications --> View Corrigendums), BHEL eProcurement portal (https://eprocurebhel.co.in) and not in the newspapers . Bidders to keep themselves updated with all such information.	

The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

- 2.0** Tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in tender documents, which shall be part of the Technical Bid.

In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer/ Fixed Deposit Receipt (FDR)/Insurance Surety Bond should be uploaded in the E-Procurement Portal and hard copy of the same should reach to following address at before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

TO,
Ashok Kumar Meena
AGM (TBSM)
BHARAT HEAVY ELECTRICALS LIMITED,
TRANSMISSION BUSINESS GROUP,
4th Floor, BHEL SADAN, Plot no.: - 25, Sector- 16A, Noida,
Distt. – Gautam Buddha Nagar, UP-201301
TELEPHONE: 0120-2218640, 9831038136
E-mail: akmeena@bhel.in

For Electronic Fund Transfer the details are as below-:

a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

b) **Bank Particulars:**

1) **For Receipt of EMD In Cash/NEFT/RTGS/DD :**

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	TRANSMISSION BUSINESS GROUP, 5TH FLOOR, BHEL SADAN, PLOT NO. 25, SECTOR-16A, NOIDA – 201301 (U.P.)
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH	CAG-II NEW DELHI (17313) CITY NEW DELHI
ACCOUNT NUMBER	00000030206227732
ACCOUNT TYPE	CASH CREDIT
IFSC CODE	SBIN0017313

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- 3.0 Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Techno-commercial Bid (UN priced Tender)

All Techno-commercial details (e.g. EMD, Documentary evidence in support of Pre Qualifying criteria, applicable forms, etc.) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i) Earnest money Deposit (EMD) furnished in accordance with NIT
- ii) Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The tenderer shall quote a percentage above/ below/At Par the rates shown in the "Bill of Quantities Cum Price Schedule" of subject tender. The quoted percentage will apply to the individual items of "Bill of Quantity Cum Price Schedule" uniformly.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

- 4.0** Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

- 5.0** BHEL/End Customer reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD)

- 6.0** The contractor shall have to comply without any deviations to the HSE (Health, Safety and Environment) requirements as per enclosed specification No. TBSM/HSE/NIT-01, Rev-03 Date 31.03.2026.
- 7.0** Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of T&P/materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 8.0** For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 9.0** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 10.0** Completion period of the work has been envisaged under best possible conditions. Any changes/ deviation during execution shall be dealt as per relevant clauses mentioned in conditions of contract.
- 11.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.
- 12.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation.

Integrity Pact (IP)

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

Sl	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NLC	iem1@bhel.in
2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

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

Note:

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

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Name	Ashok Kumar Meena	Ajay Kumar Chowdhary
Designation/ Department	AGM/TBSM	GM/TBMM&SM
Address	4th Floor, TBG, BHEL Sadan, Film City, Sector-16A, Noida, UP-201301	5th Floor, TBG, BHEL Sadan, Film City, Sector-16A, Noida, UP-201301
Phone	0120 2218640	0120 2218789
E-mail	akmeena@bhel.in	akchowdhary@bhel.in
Fax		

- 13.0** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under DEBARMENT.
- 14.0** Validity of the offer shall be for **Four months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 15.0 Reverse Auction: Not Applicable**
- 16.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 17.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 18.0** The evaluation currency for this tender shall be INR.
- 19.0** Consortium Bidding (or Technical Tie up) – **NOT Applicable**.
- 20.0** The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 21.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 22.0** The Bidder shall not be eligible to participate in tender(s) for the said works or services, if bidder or any of its associates/subsidiary or 'company having any common director', is engaged by BHEL for the consultancy services for the same project.
- 23.0** Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**" i.e., <<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>>.
- 24.0** The offers of the bidders who are either debarred or under Interim Suspension from BHEL TBG or debarred from BHEL on web site <https://www.bhel.com/list-debarred-firms>, and the offer of the bidders, who engage the services of above said firms, shall be rejected.
- 25.0** Integrity commitment, performance of the contract and punitive action thereof:

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24.1 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.

24.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

25 **Micro and Small Enterprises (MSE): This is a WORKS CONTRACT. MSE BENEFIT SHALL NOT BE APPLICABLE FOR THE PACKAGE.**

26 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <<https://www.bhel.com/bhel-fraud-prevention-policy-0>> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

27 CONFLICT OF INTEREST AMONG BIDDERS/AGENTS: -

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal; or
 3. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

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4. In case of it holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
- 28 Bid should be free from correction, overwriting, use of corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.
- 29 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

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

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

- 30 Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and freed. Bidders should quote their most competitive rates as there will not be any price negotiation. However, if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID. Offers with deviations are likely to be rejected.
- 31 Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, a declaration in **Annexure – 10** regarding '**Conflict of Interest**' to be signed by the authorized signatory of the bidder.
- 32 **Grievance Redressal Mechanism:**
To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. **First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are as follows:
 - (i) **During tendering Stage –**
Ashok Kumar Meena
AGM/TBSM, TBG, BHEL
Email – akmeena@bhel.in
Phone – 0120-2218640
 - (ii) **During execution of work –**
Laxman Sarkar
General Manager(ES, TS & Project Director-KN800 HVDC), BHEL
BHEL Bhawan
3rd Floor, D/J-9/1, Salt Lake City.
Sector-II, Karunamoyee, Kolkata-700 091
E-mail: lsarkar@bhel.in
Phone – 9557494442
2. **Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."

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

for BHARAT HEAVY ELECTRICALS LTD
AGM / TBSM

Enclosure:

- i). Annexure-1: Pre Qualifying Requirements.
- ii). Annexure-2: Check List.
- iii). ~~Annexure-3: Reverse Auction Process Compliance Form - (Not Applicable)~~
- iv). ~~Annexure-4: Authorization of representative who will participate in the online RA Process - (Not Applicable)~~
- v). ~~Annexure-5: RA Price Confirmation and Breakup - (Not Applicable)~~
- vi). Annexure-6: Integrity Pact
- vii). Annexure-7: Declaration reg. Related Firms & their areas of Activities
- viii). Annexure- 8: Declaration reg. minimum local content in line with revised public procurement
- ix). Annexure-9: Declaration by the Contractor
- x). Annexure-10: Declaration regarding 'conflict of interest'
- xi). Annexure-11: List of key-staff to be posted at site after receipt of LOI
- xii). Other Tender documents as per this NIT

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS (PQR)**

JOB WORK DESCRIPTION	RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR \pm 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA		
TENDER NO.	TBSM/KN800/NGP/MTL MGMT/26-27	Date:	24/04/2026

SL NO	PRE QUALIFICATION CRITERIA	Applicability	Bidders to fill following details in respect of fulfilling the PQR Criteria				
			Supporting Docs Details				File Name & Page No.
A	Submission of Integrity Pact duly signed (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable					
B	Technical Bidder must have, achieved/Executed in last 07 (Seven) years as on 31.03.2026 i) One similar job(*)costing (except service tax/GST) not less than Rs. 2,92,71,679/- OR ii) Two similar jobs(*)costing (except service tax/GST) not less than Rs.1,82,94,800/- OR iii) Three similar jobs(*)costing (except service tax/GST) not less than Rs. 1,46,35,840/-		Work Order	Work details	Client Details	Executed Value	File Name & Page No.
	Similar job(*) = any job one of the following : Installation of AIS/GIS Substation or switchyard of 132kV or above voltage class with items including Lattice structure, Transformers, HV Equipments, Auxiliary and Mechanical Systems OR Unloading / storage, watch & ward / Material handling work in substation/power plant.	Applicable					

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	Note: 1. Portion/component(s) of supply and civil works (if any) shall not be considered for assessment of executed value. 2. Unloading of civil works material (if any) i.e. cement,sand, aggregate and Reinforcement steel etc. shall not be considered for assessment of executed value.						
C	Financial						
C-1	TURNOVER Bidders should have a minimum average annual turnover (Annual Gross Revenue from operations/ Gross operating income as incorporated in the profit & loss account excluding Other Income) of Rs. 1,09,76,880/- for last three financial years (2022-23, 2023-24 & 2024-25 OR 2023-24 , 2024-25 & 2025-26) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. The audited financial statements must be signed by the owner and the auditor. Auditors seal, Name, Membership No., Firm Registration No. & firm name (if applicable), UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet. In case of proprietorship and partnership firms where Audited Profit & Loss A/c and Balance Sheet is not mandatory as per extant rules, CA certificate certifying turnover and profit for the required financial years must be submitted. CA certificate must be on his letter head mentioning his/her name, Membership No., Firm Registration No. & firm name (if applicable), UDIN, capacity in which he is signing (Proprietor/Partner), date and place of signing.	Applicable					
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)	Applicable					
C-3	PROFIT Bidder must have earned profit in any one of the last Three Financial Years (i.e. F.Y. 2022-23, 2023-24 & 2024-25 OR 2023-24 , 2024-25 & 2025-26). Bidder to submit audited balance sheet and Profit & Loss Statement for the year as supporting documents.	Applicable					

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Notes:

1. The Bidder shall submit the Contract Agreement/Work Order/LOI along with BOQ and Performance/completion/execution certificate issued by customer/contractor along with technical bid in support of qualification.
2. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.
3. Relevant documents, meeting above requirements, shall be submitted by bidders.
4. If the job is completed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
5. Consortium/ JV bidding is not allowed.
6. BHEL reserves the right to:
 - a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - b) Postpone the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
 - c) May ask for further qualification during techno commercial scrutiny of bids received.
 - d) May ask for further proofs including TDS certificates/ Form 26AS/ Final bill/ payment detail for the said job for cross- verification.
7. BHEL shall not be responsible for any delay, loss, damage for bids/documents sent by post.
8. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
9. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
10. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily
11. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
12. Bidder's selection is subject to approval of BHEL's customer for this work. The approval/acceptance of bidders from Customer is mandatory requirement for subject tender.
13. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, www.bhel.com and <https://eprocurebhel.co.in> and not in the newspaper. Bidders shall keep themselves updated with all such amendments.

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ANNEXURE - 2**CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name of the Tenderer		
2	Address of the Tenderer		
3	Type of the Firm/ Company		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer.	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:	
5	Validity of Offer	To be valid for Four Months from due date	
6	EMD Details (Remittance of EMD should be in line with Mode of Deposit as detailed in clause 1.9 of General Conditions of Contract (Volume B)		
	A) EMD	Mode of Remittance: Ref No: Date: Amount:	
	DESCRIPTION	Applicability (BY BHEL)	
		Enclosed By Bidder	
7	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format.	Applicable	YES / NO
8	Whether Earnest money Deposit (EMD) furnished in accordance with NIT	Applicable	YES / NO

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9	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable	YES / NO
10	Audited Balance Sheet and profit & Loss Account for the last Three Financial years as mentioned at PQR	Applicable	YES / NO
11	Copy of PAN Card	Applicable	YES / NO
12.	Copy of GST registration	Applicable	YES / NO
13	Submission of copy of Registration /Incorporation Certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	YES / NO
14	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
15	Integrity Pact (Annexure – 6 of NIT)	Applicable	YES / NO
16	Annexures – 3, 4 & 5 of NIT	Not Applicable	
17	Annexures – 7, 8, 9, 10 and 11	Applicable	YES / NO
18	Offer forwarding letter / tender submission letter [Form No. F-01 (Rev 00)]	Applicable	YES / NO
19	Declaration by Authorized Signatory [Form No: F-02 (Rev 00)]	Applicable	YES / NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement [Form No: F-03 (Rev 00)]	Applicable	YES / NO
21	Declaration by Authorized Signatory regarding Authenticity of submitted documents [Form No: F-04 (Rev 00)]	Applicable	YES / NO
22	No Deviation Certificate [Form No: F-05 (Rev 00)]	Applicable	YES / NO
23	Declaration confirming knowledge about Site Conditions [Form No: F-06 (Rev 00)]	Applicable	YES / NO
24	Declaration for relation in BHEL [Form No: F-07 (Rev 00)]	Applicable	YES / NO
25	Non-Disclosure Certificate [Form No: F-08 (Rev 00)]	Applicable	YES / NO
26	Bank Account Details for E-Payment [Form No: F-09 (Rev 00)]	Applicable	YES / NO
27	Format for seeking clarification [Form No: F-10 (Rev 00)]	Applicable	YES / NO
28	Analysis of Unit rates Quoted [Form No: F-11 (Rev 00)]	Applicable	YES / NO

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

DATE :

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

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ANNEXURE – 6**INTEGRITY PACT****Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Tender Enquiry No.: TBSM/KN800/NGP/MTL MGMT/26-27** , for **"RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR ± 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA"** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Bharatiya Nyaya Sanhita (BNS) 2023 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

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

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

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

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact on receipt of any complaint by them from the bidder(s).
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as /Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The role of IEM is advisory and the advice of IEM is non- binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.
- 8.7 The IEMs shall examine all the representations/grievances/ complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/ specifications etc.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

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

Place _____

Date _____

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

ANNEXURE-7**DECLARATION**

Date: _____

To,
Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

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

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

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ANNEXURE-8

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19TH JULY, 2024
AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

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

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 19.07.2024 issued by DPIIT and subsequent order(s).

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

1. _____ 2. _____ 5. _____
3. _____ 4. _____ 6. _____

Thanking you,
Yours faithfully,

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

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

Note:

1. The Bidder to submit self-certification for the local content in the above format along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the contractor shall be required to give local content certification duly certified by statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies) at the time of execution of project.
3. In case the contractor/supplier does not meet the stipulated requirement and the category of the supplier changes from Class -I to Class-II/Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value shall be imposed.
4. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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ANNEXURE-9

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To,
Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group,
Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

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

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

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

Thanking you,
Yours faithfully,

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

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

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ANNEXURE-10**DECLARATION REGARDING 'CONFLICT OF INTEREST'***(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group,
Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Declaration regarding 'Conflict of Interest'.

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

Treatment of cases regarding conflict of interest:

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

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

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

ANNEXURE-11**LIST OF KEY-STAFF TO BE POSTED AT SITE AFTER RECEIPT OF LOI***(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

To,
Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group,
Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub: Declaration regarding 'LIST OF KEY-STAFF TO BE POSTED AT EACH SITE AFTER RECEIPT OF LOI'

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

Dear Sir,

With reference to above, this is to confirm that we shall depute the following main staff (Minimum) for above referred work at project site permanently till completion of work..

		Site Incharge	Supervisor	Safety Engineer
1	Name			
2	Qualification			
3	Experience (in years)			
4	Age			

We assure that above are the minimum staff we shall depute at site. In case of further requirement, we shall depute additional staff as per work requirement and as per instruction of BHEL site incharge.

Thanking you,

(Signature of Tenderer)

Name and Designation of Authorised person (s)
 Signing the tender on behalf of the tenderer

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

**RECEIPT, UNLOADING, VERIFYING, SHIFTING,
STACKING, PRESERVATION, HANDLING AND
HANDING OVER OF COMPONENTS EHV
ELECTRIC SUBSTATION/HVDC TERMINAL
STATION FOR \pm 800 kV, 6000MW HVDC
TERMINALS AT NAGPUR, MAHARASHTRA**

Volume-A

TENDER NO.: TBSM/KN800/NGP/MTL MGMT/26-27

Dtd. 24-04-26



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENT

Sl No	DESCRIPTION	Chapter
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	List of T&P to be deployed by Contractor	Chapter-IV
5	Time Schedule	Chapter-V
6	Taxes and other Duties	Chapter-VI
7	Material Handling & Material Management of Material Received by Road	Chapter-VII
8	Deployment of safety personnel by subcontractor as per HSE spec clause 6.b (If required by BHEL site incharge)	Chapter-VIII
9	General list of items applicable for the project	Chapter-IX
10	Penalties	Chapter-X
11	IP Camera Specification (Fixed/PTZ)	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I : PROJECT INFORMATION

1.0	PROJECT INFORMATION	
1.1.	INTRODUCTION AND CLIMATIC CONDITION	
Sl. No.	Description	Details
1.	Project Title	Package-I for \pm 800 kV, 6000MW HVDC terminals at Khavda Pooling Station-2 (KPS2) (HVDC) & Nagpur (HVDC) and interconnection/extension of existing 400kV GIS Substation at KPS2 associated with "Transmission System for Evacuation of power from potential renewable energy zone in Khavda area of Gujarat under Phase-V Part A (8 GW)"
2.	Customer	M/s. KHAVDA V-A POWER TRANSMISSION LTD (100% owned subsidiary of M/s POWERGRID)
3.	Consultant	Power Grid Corporation of India Ltd. (POWERGRID)
4.	Location	600 MW, 800 kV HVDC Terminal, Powergrid West Central Transmission Ltd, Wardha, Samudrapur, Bhosa, Wardha, Maharashtra, 442301.
5.	Nearest Airport	NAGPUR AIRPORT
6.	Nearest Railway Station	NAGPUR RLY STATION
7.	Access By Road/Major Cities	The project site is approximately 50Km from NAGPUR
8.	Seismic Zone	Zone-II
9.	Wind Speed	44 m/s

1.2.	INSTRUCTIONS TO BIDDERS
1.2.1.	The Bidder shall visit project site and acquire full knowledge and information about conditions prevailing at site and in & around the plant premises, together with site conditions, transportation routes, various distances, all the statutory, obligatory, mandatory requirements of various authorities and all information that may be

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I : PROJECT INFORMATION

	<p>necessary for preparing the bid and entering into the Contract. All costs for and associated with site visits shall be borne by the bidder.</p> <p>It is to be specifically noted that, development of Open/Closed/Semi Closed Storage spaces are envisaged by BHEL at more than one location both inside and outside the project premises (Outside- Preferably within 50Kms adjacent to Substation Premises). Contractor is therefore required to plan their mobilization and resources accordingly.</p>										
1.2.2.	Other contractors would be working in this area and their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors.										
1.2.3.	<p>All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.</p> <p>The information given herein is for general guidance and shall not be contractually binding on BHEL/Owner. All relevant site data /information as may be necessary shall have to be obtained /collected by the Bidder.</p>										
1.2.4.	The contractor, in the event of this work awarded to him, shall establish an office at site and keep posted an authorized, responsible officer with valid Power of Attorney for the purpose of the contract. Any order or instructions of the `Engineer' or his duly authorized representative, communicated to the contractor's representative at site office will be deemed to have been communicated to the contractor at his legal address.										
1.2.5.	No claim will be entertained by BHEL on ground of lack of knowledge and the contractor's rates shall be deemed to have taken this into account.										
1.2.6.	<table border="1"> <tr> <td colspan="2">Bidders may fix up their site visit in consultation with below mentioned contact person:</td> </tr> <tr> <td>Name:</td> <td>Mr. Sandip Kumar Haldar</td> </tr> <tr> <td>Designation:</td> <td>Dy. General Manager</td> </tr> <tr> <td>Email:</td> <td>skhaldar@bhel.in</td> </tr> <tr> <td>Ph no:</td> <td>9650094410</td> </tr> </table>	Bidders may fix up their site visit in consultation with below mentioned contact person:		Name:	Mr. Sandip Kumar Haldar	Designation:	Dy. General Manager	Email:	skhaldar@bhel.in	Ph no:	9650094410
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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: SCOPE OF WORKS

2.1	Scope of Works:
2.1.1	RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF EQUIPMENT AND MATERIALS FOR AIS SUBSTATION INCLUDING EHV AIS YARD EQUIPMENT SUCH AS CIRCUIT BREAKERS, ISOLATORS, CTs, CVTs, SURGE ARRESTERS, WAVE TRAPS, BUS CONDUCTORS AND STRUCTURES; POWER TRANSFORMERS / ICTs / REACTORS WITH AUXILIARIES; CONTROL, PROTECTION, SCADA/SAS PANELS; CONTROL & INSTRUMENTATION EQUIPMENT, PANELS, CABLES / CABLE TRAYS AND ASSOCIATED ACCESSORIES; STATION AUXILIARY SYSTEMS (AC & DC), BATTERIES & CHARGERS; EARTHING MATERIALS; PRE-FABRICATED STRUCTURES, STRUCTURAL & FIRE FIGHTING & ILLUMINATION SYSTEM AND COMPONENTS & EQUIPMENT OF VARIOUS OTHER ASSOCIATED SYSTEMS REQUIRED FOR AND ELECTRICAL EHV/HVDC SUBSTATION. SUPPLY INSTALLATION AND MAINTENANCE OF CCTV CAMERA AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT NAGPUR, INDIA.
2.1.2	<p>Weighment and Payment Basis for Unloading</p> <p>Since the payment for unloading activities is based on weight, the Contractor shall ensure that all materials being unloaded are accurately weighed at the time of receipt.</p> <p>The Contractor shall be responsible for arranging and carrying out weighment of materials through a duly certified and approved weighbridge. For this purpose, the Material Management (MM) Contractor shall deploy necessary manpower, coordination, and resources for utilizing the services of a local certified weighbridge, as required in coordination with the BHEL Site Engineer.</p> <p>All weighment records shall be properly documented and submitted to BHEL for verification and certification. Payment for unloading shall be made strictly based on the verified weighment records duly endorsed by the BHEL Site In-Charge.</p> <p>Any discrepancy in weighment or failure to provide authenticated weighment records may lead to withholding or rejection of the corresponding payment, at the discretion of BHEL.</p>
2.1.3	<p>Scope of work includes Material Handling and Management (Incl. Issue, verification, stacking, shifting and record keeping etc.) of materials receipt at BHEL Site-store from various units of BHEL or from any other source of BHEL. Tentative quantities of all such materials expected to be received at site are given in the tender document.</p> <p>While issuing materials to other contractors at site, as per the instructions of the BHEL Site In-Charge, the scope of the Material Management (MM) Contractor shall be strictly limited to identification and indication of the storage location of the required materials.</p> <p>The responsibility for arranging all necessary Tools & Plants (T&P), handling equipment, labour, and transportation for lifting and shifting the materials from the storage location to the designated work area shall rest solely with the respective Erection, Testing & Commissioning (ETC) Contractor.</p> <p>Material shall be issued only against duly authorized documents/instructions from the BHEL Site In-Charge. All issues shall be recorded and acknowledged through proper documentation, including material issue slips, gate passes, or any other prescribed format. Joint verification of material quantity and condition shall be carried out at the time of handover, and the same shall be duly signed by representatives of the MM Contractor and the ETC Contractor.</p> <p>Upon issuance and handover of materials, the custody and responsibility for the materials shall stand transferred to the ETC Contractor.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: SCOPE OF WORKS

2.1.4	Unloading of all types of structural steel and plant equipment's Including heavy consignments and/or over-dimensional consignments (e.g. EHV Equipment Transformers and PRE-FABRICATED STRUCTURES, STRUCTURAL & FIRE FIGHTING & ILLUMINATION SYSTEM AND COMPONENTS & EQUIPMENT OF VARIOUS OTHER ASSOCIATED SYSTEMS REQUIRED FOR AND ELECTRICAL EHV/HVDC SUBSTATION directly from trailers by suitable crane/s or by jack & sleeper method as per instruction of BHEL Engineer.
2.1.5	The required jack & sleeper, pallet lift and unloading TnP are to be arranged by the contractor.
2.1.6	Receipt of materials dispatched by road transport on door delivery basis at the BHEL stores and unloading thereof.
2.1.7	Collection of materials dispatched by road transport on go-down delivery basis from transporters' go-downs, loading at transporters go-down, local transport up to BHEL stores / storage yard and unloading thereof.
2.1.8	Preliminary verification of all materials at the time of unloading from transport vehicle or while receiving consignments from transporters' Go-down, as the case may be, reporting immediately the discrepancies like damages and shortages noticed.
2.1.9	Computers and printers with latest up-gradation, memory and compatible with BHEL computers/LAN equipment to be installed/used within BHEL site office – Computer – 01 sets and Printer cum Scanner – 01 sets, Photocopier machine 1 No. & Hard disk of 2TB or above – 01 no (for monthly backup of records) to be installed by the contractor. Above mentioned Computers, printers and photocopy machine are envisaged for various Material Management activities such as record keeping/data entry done by contractor's staff and these are to be taken back by the contractor after completion of contract.
2.1.10	Supply and installation of CCTV system around the storage boundary and inside entire storage space. The contractor shall arrange for two CCTV Displays, one display shall be at the Contractors Store and the Other at the BHEL Office at Site.
2.1.11	The contractor shall be responsible for comprehensive maintenance of the CCTV system during the contract period. This includes upkeep, repair, and replacement of cameras, cables, network components, and any other associated equipment necessary to ensure uninterrupted operation of the system. In the event that any CCTV camera remains non-functional for a period exceeding four (4) days, a deduction shall be applied to the bill. <u>The deduction shall be calculated at the rate Rs 400 per day per Camera.</u>
2.1.12	Detailed verification of materials with reference to packing list and loading advice slip after unpacking of boxes & crates; repacking, where called for, after detailed verification; preparation of receipt inspection reports etc. shall be carried out within the quoted rate within 14 days. If the verification is not carried out within 14 days for reasons attributable to the contractor, then <u>BHEL is having right to deploy the resources and recover the charges thereof from the contractor as per actual rates + 5% overhead rates.</u>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: SCOPE OF WORKS

2.1.13	Stacking and storing at BHEL open storage yard / covered stores / closed & semi-closed sheds and submission of stacking / storing records.								
2.1.14	Preservation of the materials in accordance with BHEL preservation manual / Manufacturer storage and preservation manual and as per BHEL instructions or the Instruction of BHEL Site In-charge.								
2.1.15	<p>General cleaning, grass cutting and upkeep of storage yard, covered and semi-closed stores sheds shall be in the scope of contractor. Providing/arranging required tools and tackles, safety PPEs, gate pass formalities, insurance of labour and T&Ps, accommodations and any other labour facilities shall be in the scope of Contractor and no separate payment is applicable for the same.</p> <p>If not carried out within 10 days as per instruction BHEL Site in charge then BHEL is having right to deploy the resources and recover the charges thereof from the contractor as per actual rates + 5% overhead rates.</p>								
2.1.16	<p>If it is found that handling and unloading of the consignment are delayed deliberately by contractor (i.e. delay is fully attributable to contractor), which may result in to long queuing of Lorries, penalty shall be imposed as per following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No. of Days of Deliberate Delay</th> <th style="text-align: center;">Rate of penalty in each case</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">03 to 05 days</td> <td style="text-align: center;">@Rs. 500 per day per truck/lorry/trailer</td> </tr> <tr> <td style="text-align: center;">06 to 10 days</td> <td style="text-align: center;">@Rs. 1000 per day per truck/lorry/trailer</td> </tr> <tr> <td style="text-align: center;">More than 10 days</td> <td style="text-align: center;">@Rs. 2000 per day per truck/lorry/trailer</td> </tr> </tbody> </table>	No. of Days of Deliberate Delay	Rate of penalty in each case	03 to 05 days	@Rs. 500 per day per truck/lorry/trailer	06 to 10 days	@Rs. 1000 per day per truck/lorry/trailer	More than 10 days	@Rs. 2000 per day per truck/lorry/trailer
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More than 10 days	@Rs. 2000 per day per truck/lorry/trailer								
2.1.17	Providing Materials Management Services.								
2.1.18	Re-handling and restacking of materials as and when called for by BHEL. This also includes excess/ faulty /damaged / redundant / scrap materials returned to stores by BHEL erection contractors.								
2.1.19	Handling and loading of outgoing materials those are to be sent to other destinations including spares for customer, scrap, damaged /faulty items, if any. The work involves handling of surplus material and scrap at site. In case of scrap handling the cutting of scrap in at site to ensure full truck load weight is NOT in the scope of contractor.								
2.1.20	Lodging of complaint with local authorities for any theft / damage of received/ stored material.								
2.1.21	Record keeping (receipt & issue) of material.								
2.1.22	The Contractor shall be responsible for arranging and carrying out weighment of materials through a duly certified and approved weighbridge. For this purpose, the Material Management (MM) Contractor shall deploy necessary manpower, coordination, and resources for utilizing the services of a local certified weighbridge, as required.								
2.1.23	BHEL should have access to all data/documents related with material storage, handling, transfer, surveillance etc. without making any additional charges during and after contract period.								

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: SCOPE OF WORKS

2.2	SCOPE OF WORK IS FURTHER DETAILED IN VARIOUS CLAUSES HEREAFTER:
2.2.1	<p>MAJOR PACKAGES TO BE HANDLED ARE AS UNDER: Components of the following major systems are to be handled under this contract:</p> <p>EHV AIS Yard Equipment</p> <ol style="list-style-type: none"> 1. Circuit Breakers 2. Isolators / Earth Switches 3. CTs, CVTs/PTs 4. Surge Arresters 5. Wave Traps & LMUs 6. Bus Conductors (ACSR/AAAC), Jumpers 7. Insulators & Hardware 8. Equipment Mounting Structures (Lattice/Pipe Type) 9. Gantries/TOWERS 10. Clamps, Connectors 11. ICTs / Power Transformers 12. Shunt / Line Reactors 13. Ventilation System 14. Marshalling Boxes/Junction Boxes 15. Fire Protection for Transformers 16. Control, Protection & SAS :Control & Relay Panels/Relays 17. SCADA / SAS Servers & HMI 18. GPS Time Sync System 19. Metering & Communication PANELS 20. ABT Energy Meters 21. PLCC Panels 22. FOTE / OPGW Termination 23. Tele-protection Panels 24. Station Auxiliary System 25. AC System 26. Station Service Transformers

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: SCOPE OF WORKS

	<p>27. LT Panels / ACDB</p> <p>28. DG Set / UPS</p> <p>29. DC System / Battery Banks/ Battery Chargers</p> <p>30. DC Distribution Boards</p> <p>31. Cabling System</p> <p>32. Power Cables (HT/LT)/Control Cables/OFC Cables</p> <p>33. Cable Trays, GI Conduits</p> <p>34. Glands, Lugs & Terminations</p> <p>35. Earthing System /MS ROD /Copper Items / Braides / Flats and RODS/Earth Electrodes</p> <p>36. Illumination & Miscellaneous Systems/High Mast Lighting</p> <p>37. CCTV System</p> <p>38. Fire Alarm System</p> <p>39. Structural & Miscellaneous Supplies</p> <p>40. Pre-fabricated Structures</p> <p>41. Structural & Reinforcement Steel</p> <p>42. Foundation Anchor Bolts</p> <p>43. Trench Covers</p> <p>44. Materials and consumables required for erection & commissioning of plant</p> <p>The above list is not exhaustive; it only includes most common major packages. It should in no way a basis for any claim/dispute on account of any variation. The intent of specification is to provide the complete material handling and material management services. All the work shall be carried out as per the instructions of BHEL engineer which shall be final and binding on the contractor.</p>															
2.2.2	Some of the Major Heavy Single Consignments are as furnished below:															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S.N.</th> <th style="width: 60%;">Item Description</th> <th style="width: 30%;">Approx. Wt.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Total approx. Weight of one Converter Transformer Tank</td> <td style="text-align: center;">315 MT</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Total Approx. Weight of one Reactor Tank</td> <td style="text-align: center;">100 MT</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Total Approx. Weight of 33kV GIS Bays</td> <td style="text-align: center;">7.5 MT</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Total Approx. Weight of Thyrister Valve Crate (Approx. Dimensions (1600x1200x800) requiring a Fork Lift</td> <td style="text-align: center;">600 kg</td> </tr> </tbody> </table> <p>The weight & Quantities indicated above are only the tentative indication and should in no way become a basis for any claim on account of any variation in actual weight.</p>	S.N.	Item Description	Approx. Wt.	1	Total approx. Weight of one Converter Transformer Tank	315 MT	2	Total Approx. Weight of one Reactor Tank	100 MT	3	Total Approx. Weight of 33kV GIS Bays	7.5 MT	4	Total Approx. Weight of Thyrister Valve Crate (Approx. Dimensions (1600x1200x800) requiring a Fork Lift	600 kg
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: SCOPE OF WORKS

2.2.3	The intent of specification is to provide Material Handling and Materials Management services according to the most modern and proven Techniques and codes. The omission of specific reference to any method, equipment or materials necessary for proper and efficient unloading, transportation, verification, stacking & preservation etc. shall not relieve the contractor of the responsibility of providing such facilities to complete the work without any extra compensation.
2.2.4	<p>The Contractor shall provide <u>2 Nos personnel for Secretarial Staff</u> to manage the Store and support the services referred to in Clause 4.5 above. Personnel deployed as Secretarial Staff, shall have successfully completed ITI from a recognized Industrial Training Institute or equivalent authority. All such personnel shall possess a minimum of 1–2 years of relevant experience in storekeeping and/or inventory management, along with working knowledge of computer applications including MS Word and MS Excel, and a basic understanding of bookkeeping and record maintenance. <u>The cost for the secretarial staff is to be considered under Sno 9 : Item B.1 – Secretarial Services (skilled) for store Management</u></p> <p>Any additional manpower required for activities such as unloading, shifting, and stacking of materials shall be arranged by the Contractor as part of the scope of work. No separate payment shall be made for such manpower, and the cost shall be deemed to be included in the quoted rates.</p>
2.2.5	All the work shall be carried out as per the instructions and supervision of BHEL engineer. BHEL engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor.
2.2.6	The contractor shall perform all required services which may not be specified herein but nevertheless required for the completion of work within quoted rates.
2.2.7	All necessary certificates and licenses required to carry out this work are to be arranged by the contractor expeditiously. The Contractor shall obtain independent Labour License under the Contract Labour (Regulations and Abolition) Act, 1970 and latest statutory regulations for engaging contract labour as required from the concerned Authorities based on the certificate (Form- III or as applicable) issued by the Principal Employer/Customer.
2.2.8	All cranes, operators, transport equipment's, handling equipment, tools, tackles, fixtures, equipment, manpower, supervisors/engineers, consumables (excluding those indicated as BHEL scope), etc. required for this scope of work shall be provided by the contractor.
2.2.9	All expenditure including taxes and incidentals in this connection will have to be borne by the contractor unless otherwise specified in the relevant clauses elsewhere here. The contractor's quoted rates shall include of all such contingencies. In this connection refer relevant clause of general conditions of contract.
2.2.10	BHEL issued materials & T&P, shall not be under any circumstances whatsoever, and shall be taken out of the project site unless otherwise permitted by BHEL for outside job.
2.2.11	SUPPLY INSTALLATION AND MAINTENANCE OF CCTV CAMERA IN STORAGE AREA (At Storage Spaces Locations– inside and outside project promises)

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – II: SCOPE OF WORKS

2.2.12	Supply & installation of IP based CCTV system for storage areas, geofenced with fixed camera covering around the boundary of store area and of entire inside area of storage (both open yards and covered sheds) with cameras such that there should not be any dark patch. Surveillance camera should have a backup of at least two months. All hardware and software required to meet above intent shall be in the scope of bidder.												
2.2.13	Comprehensive maintenance of the CCTV system including all components of the original supply scope as well as accessories, required for keeping the CCTV system operational.												
2.2.14	The scope of spares and consumables as may be required is included in the scope of Contractor at no extra cost to BHEL.												
2.2.15	Contractor shall monitor the operations of CCTV in store yard. Contractor shall immediately inform BHEL in writing, in case any CCTV camera/ necessary component is found non-operational. The faulty component shall be restored within three days from the date of intimation by BHEL/Contractor. BHEL shall be informed in writing about the daily status of material handling activities carried out in the area where CCTV surveillance not being carried out.												
2.2.16	The agency shall handover all CCTV camera and related accessories including hardware and software to BHEL after completion of contract.												
2.2.17	<p>The contractor shall provide the following components for the surveillance system of the storage space. The quantity mentioned is tentative and may be changed to suit project requirement as decided by BHEL Engineer.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. No.</th> <th style="width: 90%;">Name of Item</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>IP based PTZ dome camera along with p2p/ PMP Outdoor CPE Antenna for wireless communication. <Server based architecture with licenses></td> </tr> <tr> <td style="text-align: center;">2</td> <td>IP based Fixed bullet camera along with p2p/PMP Outdoor CPE Antenna for wireless communication. <Server based architecture with licenses></td> </tr> <tr> <td style="text-align: center;">3</td> <td>CCTV camera database redundant server (Shall work in redundant mode, one primary and another secondary server) & Video Management Software</td> </tr> <tr> <td style="text-align: center;">4</td> <td>LED Display Screen – Min. 50”</td> </tr> <tr> <td style="text-align: center;">5</td> <td>All hardware/software including network switches, other mounting & electrical accessories including cables, adapters, Fiber Optic, patch cord, housing, connectors, junction boxes, etc.</td> </tr> </tbody> </table> <p>After the installation of the surveillance System/CCTV system, the upkeep and maintenance of the entire system shall be in scope of the contractor to ensure round the clock availability of the system. The contractor shall arrange for two CCTV Displays, one display shall be at the Contractors Store and the Other at the BHEL Office at Site.</p>	Sl. No.	Name of Item	1	IP based PTZ dome camera along with p2p/ PMP Outdoor CPE Antenna for wireless communication. <Server based architecture with licenses>	2	IP based Fixed bullet camera along with p2p/PMP Outdoor CPE Antenna for wireless communication. <Server based architecture with licenses>	3	CCTV camera database redundant server (Shall work in redundant mode, one primary and another secondary server) & Video Management Software	4	LED Display Screen – Min. 50”	5	All hardware/software including network switches, other mounting & electrical accessories including cables, adapters, Fiber Optic, patch cord, housing, connectors, junction boxes, etc.
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5	All hardware/software including network switches, other mounting & electrical accessories including cables, adapters, Fiber Optic, patch cord, housing, connectors, junction boxes, etc.												
2.3	Considering the fact that storage areas shall be developed progressively, it could be required that contractor has to mobilise its Camera Installation resources multiple times in the beginning for completing the set-up. At the end of the project the contractor shall take back												
2.4	BHEL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes or during unloading/ verification/stacking or at any time under the custody of the contractor due to negligence/ carelessness on the part of the contractor.												
2.5	The bidder shall arrange skilled/ semiskilled/ unskilled labour (from local source(s) as far as available) and supervisory staff for quality execution of all civil, structural and architectural works. Organisation Chart to be included in the Tender Document.												

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

Sl. No.	Description	SCOPE		REMARKS
		BHEL	BIDDER	
3.1	Establishment:			
3.1.1	For Construction Purpose:			
a	Open space for bidder's office (as per availability within project premises)	Yes		Location will be finalized after joint survey with owner.
b	Space for bidder's storage (as per availability within/nearby project premises)	Yes		Location will be finalized after joint survey with owner. Note: There can be more than one location of open storage yard, closed shed/ Semi Closed shed. Bidder shall make his establishment accordingly for material handling and MM services.
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities (if required) for the bidder's staff, supervisors and engineers etc.		Yes	
f	Firefighting equipment like buckets, extinguishers etc.		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	For living purpose of the bidder:			
a	labour accommodation & transportation		Yes	Contractor has to make his own arrangements for shelter and transportation of labours as per requirement out side project area.
3.2	Electricity:			
3.2.1	Electricity for office and stores of the bidder and illumination /lighting/CCTV system - 415/440 V within project premises.			Free metered connection
a	Single point source (free)	Yes	Yes	Construction Power shall be provided at single point source on free of charge basis as and when made available at site, however contractor has to make his own arrangement to meet power requirement in

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

Sl. No.	Description	SCOPE		REMARKS
		BHEL	BIDDER	
				case of delay in availability of single source or any kind of power interruptions during the course of the project.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for canteen, labour colony, etc. of the bidder within project premises			Chargeable Basis
a	Single point source (Chargeable)	Yes	Yes	Construction Power shall be provided at single point source on chargeable basis as and when made available at site, however contractor has to make his own arrangement to meet power requirement in case of delay in availability of single source or any kind of power interruptions during the course of the project.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3	Water Supply for construction, office, store, canteem etc.			
a	Water source		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution.		Yes	
3.4	Communication facilities for site operations of the bidder			
a	Telephone, internet, intranet, e-mail etc		Yes	
3.5	Demobilization of all the above facilities		Yes	

Note:

- There can be more than one location of open storage yard, Closed shed/ Semi Closed shed inside and outside project premises), bidder shall make his establishment accordingly for Material Handling and MM services. Bidders

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

	<p>to note that currently covered storage sheds are envisaged inside the plant boundary and Open storage yard is envisaged both inside (minor portion) and outside (major portion) the plant boundary (in a vicinity of around 5 Km).</p> <ol style="list-style-type: none"> 2. Bidder has to make his own arrangement at his cost till the construction power by BHEL is established. 3. Furnishing all labour, materials, supervision, construction/Material Handling plans, equipment, supplies, transport, to and fro the site, fuel, electricity, water and all other incidental items and temporary works not shown or specified elsewhere but reasonably implied or necessary for the proper completion, maintenance and handling over shall be in the scope of contractor. 4. Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.
3.8	Land/Open Space:-
3.8.1	Availability of land within plant boundary is limited and the contractor has to plan and use the existing land considering the use of land by other Civil /Mechanical/ Electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erection agencies. BHEL shall provide free of charge limited open space for office, storage area for vendor's material and T&Ps and laydown area as and where made available by Customer.
3.9	Labour and Staff Colony: Following are in the Bidder's scope of work for labour & staff colony:
3.9.1	Labour colony is to be developed / arrange by bidder for all the labourers required to be deployed for the works. All labour colony set-up is to be developed / arranged as per specifications, drawings, standard approved by BHEL/Customer and in compliance of statutory requirements.
3.9.2	Land for labor colony shall be arranged by Contractor at their own cost as per availability outside project area, Necessary levelling/dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price. However, if customer provides land to BHEL for development of labour colony during the execution of the project, same may be made available to the bidder at the same terms & conditions (including rates) as applicable for BHEL. Bidder should indemnify BHEL for all the charges levied by Customer for such land, if applicable. Necessary levelling/dressing of such allotted land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price.
3.9.3	All Civil and Structural work associated with drinking and service water for Bidder's labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc.
3.9.4	Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.
3.9.5	Development and maintenance of above facilities for construction workers deployed by the Contractor shall solely rest with the Contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: FACILITIES IN THE SCOPE OF CONTRACTOR/BHEL (SCOPE MATRIX)

3.10	<p>Installation of necessary amenities and temporary infrastructure at Project site locations- Following are the minimum amenities to be provided by the bidder within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work:</p> <ul style="list-style-type: none"> i. Labour rest sheds near work spot. ii. Canteen facility creation / arrangement. iii. Drinking water facility. iv. Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement. v. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements. vi. Regular fogging in the work place and labour colony to avoid mosquitoes. vii. Statutory documents shall be submitted along with RA Bills for processing of Bills.
3.11	Construction Power:
3.11.1	Construction Power shall be provided at single metered point source on free of charge basis as and when made available at site at a distance of approx. 500 meters as finalised at site, however contractor has to make his own arrangement to meet power requirement in case of delay in availability of single source or any kind of power interruptions during the course of the project.
3.11.2	Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.
3.11.3	It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.
3.11.4	Contractor himself shall be responsible for any loss or damage to their equipment as a result of variations in voltage or frequency or interruptions in power supply.
3.11.5	Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.
3.12	Construction water:
3.12.1	Bidder has to make arrangement of water at his own cost. No extra payment shall be made under this account.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- IV: LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR

4.0	LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR				
4.1	Numbers of T&Ps to be deployed at site shall be decided based on site requirement. Below given Quantities of T&Ps/ Equipment are tentative and for initial planning purposes by the bidder.				
4.1.2 List of Tools and Plants:					
SN	Description of Equipment	Deployment period			Remarks
		Tentative Deployment	Tentative Duration	Tentative Quantity	
1.	Pick & carry type tyre mounted mobile crane (Farana)- 14/17MT Note: Hydra is not allowed.	1 st Month	36 Months	01	To be deployed as per instruction of BHEL Engineer.
2.	Pick & carry type tyre mounted mobile crane (Farana)- 23MT Note: Hydra is not allowed.	12 th Month	12 Months	01	To be deployed as per instruction of BHEL Engineer.
3.	WOODEN SLEEPERS (*)- Assorted sizes	Assorted sizes	As required		To be deployed as per instruction of BHEL Engineer.
4.	SLINGS, 'D'-SHACKLES, MAX PULLER - 01 MT TO 10MT	As required	As required		To be deployed as per instruction of BHEL Engineer.
5.	SLINGS, 'D'-SHACKLES, MAX PULLER, PULLEY BLOCKS, HYDRAULIC JACKS, ETC ABOVE 10 MT.	AS REQUIRED	AS REQUIRED		To be deployed as per instruction of BHEL Engineer, WITH TEST REPORTS
6.	SPANNER SETS RING/D	UP TO 56 MM	TWO SET.		To be deployed as per instruction of BHEL Engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter– IV: LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR

	7.	Tarpaulin (Fire Proof) 400 Gram/sq meter (GSM)	Assorted Size	covering 2500 SQM of area	Mentioned quantities to be deployed as per Instruction of BHEL Engineer within the quoted rate.
	8.	Pallet Lift 2.5 MT	AS REQUIRED	2 Nos	To be deployed as per instruction of BHEL Engineer.
<p>Note: Numbers of T&Ps to be deployed at site shall be decided with respect to Monthly plan and review formats based on site requirement. Contractor shall provide Operator, Fuel, consumables etc. (i.e. complete operation) for Cranes/ T&Ps to be deployed by contractor, for execution of work as per their scope, within the quoted rates <u>and no separate payment shall be made for the same.</u></p>					
4.2	Note:				
4.2.1	The above list is only indicative and neither exhaustive nor limiting. contractor shall deploy all necessary T&P (calibrated) to meet the schedules & as prescribed by BHEL engineer and required for completion of work. Quantities (as required) may be mutually agreed upon and minutes of meeting duly signed for deployment.				
4.2.2	For Heavy equipment such as crane, winch machine, etc., the age of the contractor deployed Heavy Equipment, at the time of deployment, as indicated above should be less than 15 years (from the current year i.e.2026). Pre-safety inspection of the equipment by the safety deptt. of BHEL/Customer shall be done before mobilizing the equipment at project site. Contractor has to provide documentary evidence/ proof for age of the crane at the time of deployment to BHEL Engineer.				
4.2.3	Considering operational safety, contractor to note that Hydra Shall not be used for material transport. agencies have to deploy the New Generation Pick & carry tyre mounted mobile crane (Farana) of required capacity.				
4.2.4	Regular maintenance period of one day per month shall be permitted and Preventive maintenance period of six days per year with each spell not exceeding three days shall be permitted for the T&Ps.				
4.2.5	<p>All above T&Ps are to be deployed by contractor as and when required as per instruction of BHEL engineer. In case Contractor fails to deploy T&Ps as per requirement of BHEL and work gets delayed/hampered due to non-availability of above T&Ps, BHEL reserves the right to deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads</p> <p>Note: In case of deployment of those T&Ps by BHEL for which item rates are indicated in BOQ, due to reasons attributable to contractor as indicated above, differential of expenses incurred</p>				

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter– IV: LIST OF TOOL & PLANTS TO BE DEPLOYED BY THE CONTRACTOR

	by BHEL/ BHEL internal hiring rates and Corresponding BOQ rate of that T&P, shall be recoverable along with 5% overheads, as applicable.
4.2.6	All the T&Ps deployed by the bidders shall have valid test certificates, fitness certificates, registration certificate, insurance etc. The documentary proof shall be submitted to BHEL engineer along with applicable valid certificates.
4.2.7	Crane log sheet for each of the crane on daily basis is to be certified by the BHEL engineer. Contractor shall submit the monthly running account bills along with duly certified log sheets
4.2.8	Any or part or all of the T & Ps of the contractor identified for the tendered package shall not be engaged for any works other than that of the works intended in this tender. However, BHEL reserves the rights to engage those T&Ps for which separate monthly rates are being paid within the project premises for its own works other than that of the works intended in this tender during the period of contract. In such cases fuel will be provided by BHEL. However, operator for the same shall be provided by the contractor.
4.2.9	The wooden/concrete sleepers shall be taken back by the contractor on as is where is basis after completion of work. No claim on account of damage /loss shall be payable by BHEL.
4.2.10	Quantities of Tarpaulin (fire proof) as indicated in scope of contractor shall be mobilized by the contractor in the first month of contract or as directed by BHEL. Additional quantities shall be supplied by BHEL.
4.2.11	The Tarpaulin supplied by the contractor shall be taken back by the contractor on as is where is basis after completion of work. No claim on account of damage /loss shall be payable by BHEL.
4.2.12	Mobilisation and demobilisation of all T&Ps shall strictly be done as per the instructions from BHEL. BHEL also reserves the right to direct the contractor to dis-continue/ de-mobilise any/all of these cranes within the contract period/extended contract period with 30 days (minimum) advance written notice without assigning any reason. No payment shall be made after, 'the notified date of demobilization/discontinuance by BHEL in its notice' or 'the actual date of demobilisation/discontinuance by contractor', whichever is earlier.
4.2.13	No separate payment shall be made for mobilisation and demobilisation of Cranes/ T&Ps.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter- V: TIME SCHEDULE

5.0	Time Schedule and Mobilization:
5.1	<p>Initial Mobilization</p> <p>After issue of LOA (through Fax/courier/email) the contractor shall report to the Construction Manager/Site In-Charge of BHEL at site within seven (07) days from date of LOA and submit detailed mobilization plan to start work within 15 days from date of LOA; unless otherwise instructed by BHEL in writing.</p> <p>The date of "START OF CONTRACT PERIOD" shall be date of issuance of LOI</p>
5.2	<p>AUGMENTATION OF MOBILISATION</p> <p>Contractor shall subsequently augment his resources in such a manner that daily errands/activities shall be completed on daily basis and the entire work is completed within the time schedule/contract period. Mobilization of contractor's resources shall be made and augmented from time to time in such a manner that the work in scope is carried out in an uninterrupted manner.</p>
5.3	<p>CONTRACT PERIOD</p> <p>The contract period for completion of entire work under scope shall be 50 (Fifty) months from the date of issuance of LOI.</p> <p>If work is not completed with-in the contract period, the contract may be extended at the discretion of BHEL.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Taxes & Duties

6.1	TAXES & DUTIES
a)	<p>All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra.</p> <p>Any increase of the same at any stage during execution of the contract shall be borne by the contractor.</p> <p>Quoted price of the same shall be inclusive of all such requirements.</p>
b)	<p>GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra.</p> <p>Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.</p>
c)	<p>Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor</p>
d)	<p>Contractor shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project / work</p> <p>However, in case contractor submits GST Registration of a state other than the state wherein the site is located, then contractor has to submit an undertaking that contractor is not liable to take registration in the state wherein the site is located as per the provision of Place of Supply under CGST/SGST/IGST Act.</p> <p>BHEL will not be held responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time</p>
e)	<p>Contractor shall comply with all statutory amendment/notifications in this respect</p>
f)	<p>Contractor shall submit the tax invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder).</p> <p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), contractor shall issue the same containing all the details as referred in Section 34 read with Section 31 of GST Act & Rules referred there under.</p> <p>Contractor shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising the Tax Invoice</p>
g)	<p>Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -</p> <p style="padding-left: 40px;">I. Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Taxes & Duties

	<p>II. The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)</p> <p>III. Contractor shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act</p> <p>IV. Invoice raised and uploaded in IFF/GSTR-1 by the Contractor should be available to BHEL in FORM GSTR-2B electronically through the common portal</p> <p>Confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter</p>
h)	<p>The GST amount should get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL</p>
i)	<p>Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.</p>
j)	<p>TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice</p>
k)	<p><u>New Taxes & duties (Introduced after tender opening date):</u></p> <p>If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute</p>
l)	<p><u>Income Tax:</u></p> <p>TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>

6.2 BOCW Act & Cess Act

<p>Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:</p>	
1.	<p>It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.</p>
2.	<p>It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter– VI: Taxes & Duties

	gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
3.	It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
4.	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
5.	The contractor shall, however ensure before deposit of any BOCW cess, that customer is not depositing the same in order to avoid excess deposit of cess.
6.	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
7.	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-VII: MATERIAL HANDLING & MATERIAL MANAGEMENT OF
MATERIAL RECEIVED BY ROAD

7.1	MATERIAL HANDLING & MATERIAL MANAGEMENT OF MATERIAL RECEIVED BY ROAD								
i)	Contractor shall take advance action to deploy all necessary resources for local transportation, handling and unloading of the anticipated consignments so as to ensure no loss of time upon arrival of the consignments								
ii)	<p>Payment of demurrage/ wharfage etc., which result due to contractor's fault, shall be the responsibility of contractor and to his account. If BHEL has to make payment of such demurrage/ wharfage together with freight. the amounts so paid as demurrage/wharfage for the reasons stated above shall be paid to BHEL by the contractor forthwith or shall be recovered from the bill payments due to the contractor.</p> <p>If it is found that handling and unloading of the consignment are delayed deliberately by contractor (i.e. delay is fully attributable to contractor), which may result in to long queuing of Lorries, penalty shall be imposed as per following:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">No. of Days of Deliberate Delay</th> <th style="text-align: center;">Rate of penalty in each case</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">03 to 05 days</td> <td style="text-align: center;">@Rs. 500 per day per truck/ lorry/ trailer</td> </tr> <tr> <td style="text-align: center;">06 to 10 days</td> <td style="text-align: center;">@Rs. 1000 per day per truck/ lorry/ trailer</td> </tr> <tr> <td style="text-align: center;">More than 10 days</td> <td style="text-align: center;">@Rs. 2000 per day per truck/ lorry/ trailer</td> </tr> </tbody> </table>	No. of Days of Deliberate Delay	Rate of penalty in each case	03 to 05 days	@Rs. 500 per day per truck/ lorry/ trailer	06 to 10 days	@Rs. 1000 per day per truck/ lorry/ trailer	More than 10 days	@Rs. 2000 per day per truck/ lorry/ trailer
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06 to 10 days	@Rs. 1000 per day per truck/ lorry/ trailer								
More than 10 days	@Rs. 2000 per day per truck/ lorry/ trailer								
iii)	It would be the responsibility of the contractor to examine the packages, consignments etc. Immediately on arrival and bring to the notice of BHEL authorities regarding loss/damage/shortage/discrepancy, if any, observed in the consignments before taking delivery of the same								
iv)	Any discrepancy/shortage/damage found in the consignment after taking clean delivery from the carriers shall be the responsibility of contractor and the resultant loss to BHEL on such account shall be recoverable from the contractor due to negligence/ carelessness on the part of the contractor.								
v)	Consignments are expected to arrive during any time of the day, and count down for detention/demmurage/wharfage charges is liable to start immediately. Unloading of such consignments may be necessitated even in the night or round the clock. Contractor shall arrange to deploy his resources immediately and continue round the clock on such occasions without any additional cost to BHEL. Contractor shall arrange all necessary resources including spot lighting for working at night. The contractor shall similarly unload consignments arriving on weekly off days and holidays.								
vi)	Unloading at storage area/work site, stacking and restacking if necessity arises, of all materials including heavy/sophisticated equipments, electrical panels etc. Shall be done as per storage and preservation manual of relevant equipment/components of BHEL and/or as per directions of BHEL engineer.								

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-VII: MATERIAL HANDLING & MATERIAL MANAGEMENT OF
MATERIAL RECEIVED BY ROAD

vii)	The contractor shall verify the consignments in detail within 12 days of receipt and report the discrepancies in prescribed formats not later than 14th day . Any loss on account of delayed reporting shall be recoverable from contractor's bill/any payment due. Contractor shall arrange all facilities to open packages – where required in the presence of BHEL engineer, verify the contents, repack wherever and whenever called for and properly stack them as per storage manual or/and as may be directed by BHEL.
viii)	The material shall be so stacked that it should facilitate easy identification, retrieval and handling for issue as and when need arises.
ix)	<p>Pre-defined identification system of the locations of open storage yard, semi-closed shed, covered stores as well as storage racks has to be designed/prepared by the contractor with the approval of BHEL. Contractor shall put up prominent identification boards of segmental locations (for open and closed stores) or inscription (on the storage racks) with clear visibility from a distance. Contractor shall also arrange to display plot plan at regular intervals in the covered/semi-closed/open storage. The contractor shall arrange proper displays/signs for various requirements as per instructions of BHEL</p> <p>The display boards shall be made with structural steel & M.S. plates and shall be painted with synthetic enamel paint. Contractor shall have to periodically repeat such exercise as the original displays may get lost / damaged / deteriorate with time. All materials and consumables for this purpose shall be arranged by the contractor. Contractor shall have to make his own arrangements including supply of materials for displaying the proper identification tags, boards, marking, inscription etc. As scope of work.</p>
x)	The contractor shall execute the work in a professional manner. The stores shall be handled with due care and diligence. The contractor at his own cost shall make good, any loss to BHEL due to contractor's lapse.
xi)	<p>HANDLING HEAVIER CONSIGNMENTS:</p> <p>Contractor shall submit procedure with sketches of handling of all heavy components to BHEL well in advance and obtain prior approval before unloading and stacking.</p>
xii)	<p>Since this contract is intended to be a complete package from material receipt through issue/transactions right up to material reconciliation, full responsibility w.r.t the proper upkeep of facilities e.g. computers, stationary items; ensuring befitting discipline among the store assistants/staff under its control and accounting of materials on stock shall rest with the contractor at all times.</p> <p>In the remote possibility of any untraceable material, customarily BHEL has to process the insurance claim. To kick off such claim, the contractor shall render all necessary assistance including augmentation of documents (FIR etc) within the quoted price as may be required for realization of the insurance claim.</p>
7.2	RESPONSIBILITIES OF THE CONTRACTOR –
(a)	<p>RECEIPT & ISSUE</p> <p>Scope includes execution of various activities as follows:</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-VII: MATERIAL HANDLING & MATERIAL MANAGEMENT OF
MATERIAL RECEIVED BY ROAD

i)	Receipt, unloading, carrying out receipt inspection, detailed verification, stacking and regular stock verification of materials at site.
ii)	<p>Preparing various reports at appropriate stages and reporting damage/loss during receipt as well as storage and any other associated responsibility as assigned by BHEL from time to time. Responsibility shall include the following activities:</p> <ol style="list-style-type: none"> i. Examination of incoming consignments to detect any loss or shortage or outward damage and recording it on the LR/LWB before making acknowledgement of it's receipt from the transporter and simultaneously obtaining endorsement of the vehicle driver on the same. ii. Reporting such discrepancy to BHEL immediately on receipt of the consignment. iii. Assisting BHEL in lodging insurance claims in respect of loss/damage as stated above. iv. The Contractor shall actively assist and expedite the process of obtaining Material Receipt Certificates (MRCs) from the End Customer, in timely manner. Any delay in the submission/verification of the MRCs shall entitle BHEL to initiate appropriate contractual remedies as deemed necessary.
iii)	Issue of materials to BHEL's erection contractors, preservation of stacked materials, re-stacking/re-handling as necessary, progressive and final reconciliation with BHEL's erection agencies and preparation of necessary document/ record in respect of these activities.
iv)	Return of excess/defective materials by various erection contractors of BHEL
v)	LOADING AND DISPATCH OF OUTGOING MATERIALS.
vi)	<p>EXPECTED MINIMUM QUALITY OF SERVICE</p> <p>Contractor shall render the services by ensuring deployment of requisite personnel with adequate educational qualification having thorough experience in related field to enable understanding the intricacies of and special requirements involved in handling of project materials, inconsistencies and uncertainties associated with in/out flow of materials, project activities at odd hours & holidays and irregular working hours. Contractor shall ensure prompt and timely availability of such services.</p>
(B)	<p><u>PRESERVATION OF COMPONENTS</u></p> <p>Contractor shall arrange for preservation of components as per BHEL's storage and preservation manual and/or as per instructions of BHEL engineers. One or more of following methods shall be adopted for preservation.</p> <ol style="list-style-type: none"> 1) Coating with preservative paints/lubricant/inhibitors 2) Capping/wrapping/covering 3) Filling/immersion in oil/chemicals etc. <p>Periodic checks/maintaining required nitrogen pressure in tanks of transformers; BHEL will provide the nitrogen gas for the same. However, contractor shall handle the cylinders at stores, transport to point of use, fit-up refills and return empty cylinders to BHEL stores. BHEL WILL PROVIDE FREE OF COST ALL PRESERVATIVES LIKE PRESERVATIVE OIL, LUBRICANTS, CHEMICALS, INHIBITORS ETC EXCEPT PRIMERS & PAINTS. CONTRACTOR SHALL PROVIDE RED OXIDE ZINC CHROMATE (ROZC) PRIMER CONFORMING TO IS: 2074</p>

TECHNICAL CONDITIONS OF CONTRACT (TCC)
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MATERIAL RECEIVED BY ROAD

	<p>OF REPUTED MANUFACTURES (E.G. ASIAN PAINTS, BERGER, JENSON & NICHOLSON, BOMBAY PAINTS, SHALIMAR OR ANY OTHER BHEL APPROVED MANUFACTURER) REQUIRED FOR PRESERVATION SHALL BE PROVIDED BY THE CONTRACTOR AND USED FOR THIS PURPOSE.</p> <p>In the process the identification marks, component/material codes, match marks may have to be repainted. This work after preservation components are to be stacked properly, periodical reports on the preservation carried out should be submitted to BHEL in the prescribed formats.</p>												
(C)	<p><u>RECORD KEEPING -</u></p> <p>Contractor shall prepare, maintain and update various MM records, associated with materials management operation of BHEL at project site. Two systems of record keeping/capturing information & data at various stages are in vogue viz.</p> <ol style="list-style-type: none"> i. Manual ledgers & records. ii. Computerized database application: BHEL has developed a software application named E-STORE that captures all the data in the entire chain of transactions starting with master list of project materials, records of dispatch, receipt, inspection, issue, return, consumption etc. <p>Some of these records are master shipping/packing list, LR/RR register, daybook register, stock register, records of issues to & return of materials in respect of various erection subcontractors, insurance claim records, periodical status reports in various formats covering desired aspects and output information as per BHEL/CLIENT'S requirement.</p> <p>Contractor will provide necessary hardware, software & stationary etc. And shall take utmost care to ensure that these properties and records are protected from any damage or loss. BHEL will recover the cost of such property / expenses of restoration from the contractor with overhead charges in case of any loss/damage attributable to negligence/failure on contractor's part.</p>												
(D)	<p><u>RESPONSIBILITIES OF THE CONTRACTOR:</u></p> <p>CONTRACTOR HAS TO MOBILIZE BELOW MENTIONED MANPOWER, OTHER THAN SECRETERIAL SERVICES MANPOWER MENTIONED, ELSE WHERE IN THIS CONTRACT. Providing below mentioned manpower is included in the scope of work of Contractor and there shall not be any separate payment for this, under Section-C of rate schedule.</p> <table border="1" data-bbox="354 1472 1430 1728"> <thead> <tr> <th style="text-align: center;">SL NO</th> <th style="text-align: center;">ACTIVITY/DESCRIPTION</th> <th style="text-align: center;">REMARKS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>MATERIAL RECEIPT/ UNLOADING, COLLECTION/ BOOKINGS/ PRESERVATION</td> <td rowspan="4" style="vertical-align: top;">To be deployed from the start of contract OR as per instruction of BHEL Engineer</td> </tr> <tr> <td style="text-align: center;">2</td> <td>DETAILED VERIFICATION</td> </tr> <tr> <td style="text-align: center;">3</td> <td>MATERIAL ISSUE</td> </tr> <tr> <td style="text-align: center;">4</td> <td>RECORD KEEPING</td> </tr> </tbody> </table>	SL NO	ACTIVITY/DESCRIPTION	REMARKS	1	MATERIAL RECEIPT/ UNLOADING, COLLECTION/ BOOKINGS/ PRESERVATION	To be deployed from the start of contract OR as per instruction of BHEL Engineer	2	DETAILED VERIFICATION	3	MATERIAL ISSUE	4	RECORD KEEPING
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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-VIII: DEPLOYMENT OF SAFETY PERSONNEL BY SUBCONTRACTOR
AS PER HSE SPEC

8.0 DEPLOYMENT OF SAFETY PERSONNEL BY SUBCONTRACTOR AS PER HSE SPEC
CLAUSE 6.B (If required by BHEL site incharge)

- a) Deployment of safety personnel may be done as per the conditions prescribed below. This shall be payable at the approved basis of monthly rates as per Table below.
- b) The qualification and experience criteria of each type of safety personnel is given Clause 6.b of HSE Specification.
- c) No. of safety personnel and duration of deployment shall be strictly as per written instructions of BHEL site in charge.**
- d) The rates payable as per table below shall be fixed for the entire contract period, including extension if any.
- e) The rates payable shall be paid without applying any percentage above/below as per quoted rates in regular BOQ.
- f) All the applicable legal and contractual obligations such as payment of applicable minimum wages, PF, bonus, ESIC, leave, insurance, medical, overtime, etc. shall be complied by agency.

Table: Schedule of rate for Safety personnel

Sl. No.	Components	Safety officer (Rs.) (Highly Skilled)	Safety Supervisor (Rs.) (Skilled)	Safety Stewards (Rs.) (Semi-skilled)
1	Schedule of rate (rounded off to nearest hundred)	34400	31600	27300

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-IX: GENERAL LIST OF ITEMS THAT ARE APPLICABLE FOR THE
SUBJECT PROJECT

GENERAL LIST OF ITEMS THAT ARE APPLICABLE FOR THE SUBJECT PROJECT AS THE RESPECTIVE BOQ ITEM NO. APPLICABLE FOR BILLING PURPOSE

Sno	Description	UNIT	QTY	BOQ Sno
1	Converter valve (12 Modules per Set) 1 Module is received in package of approximately 1600x1200x800 mm	Set	24	A1.1
2	Accessories of Converter Transformer : Relays etc	Lot	26	A1.1
3	Accessories of Reactors : Relays etc	Lot	2	A1.1
4	Accessories of 765kV Reactors : Relays etc	Lot	14	A1.1
5	33Kv gis	Set	4	A1.1
6	BATTERY	SET	2	A1.1
7	BATTERY CHARGER	SET	2	A1.1
8	LT TRANSFORMER	NOS	10	A1.1
9	LT CABLES	KM	100	A1.1
10	MV CABLE	KM	10	A1.1
11	INSTRUMENTS	LOT	1	A1.1
12	ACVS	LOT	1	A1.1
13	FIRE FIGHTING	LOT	24	A1.1
14	VMS	LOT	1	A1.1
15	Cable Transit system	Lot	3	A1.1
16	MK-JB	Lot	3	A1.1
17	Heat shrinkage insulating sleeves (52kV Class)	Mtrs	3438	A1.1
18	Accessories of Converter Transformer : Bushing , Conservator , Cooling Banks etc	Lot	26	A1.2
19	Accessories of Reactors : Bushing , Conservator , Cooling Banks etc	Lot	2	A1.2
20	Accessories of 765kV Reactors : Bushing , Conservator , Cooling Banks etc	Lot	14	A1.2
21	HP 12 AC filter HV capacitor (3-Phase)	Set	4	A1.2
22	HP 12B AC filter HV capacitor (3-Phase)	Set	5	A1.2
23	HP 24/36 AC filter HV capacitor (3-Phase)	Set	4	A1.2
24	HP 3 AC filter HV capacitor (3-Phase)	Set	2	A1.2
25	AC shunt bank capacitor (3-Phase)	Set	8	A1.2
26	HP 24/36 Low voltage AC filter capacitor (3-Phase)	Set	4	A1.2
27	HP 3 Low voltage AC filter capacitor (3-Phase)	Set	2	A1.2
28	Wave Trap, 765kV (1-Phase)	Set	8	A1.2
29	Neutral Grounding Resistor (NGR)	Set	2	A1.2
30	Converter transformer primary neutral arrester	Set	8	A1.2
31	AC bus arrester	Set	6	A1.2
32	AC bus arrester, 624kV, 1ph	Set	42	A1.2
33	AC bus arrester, 624kV, 1ph	Set	3	A1.2
34	Neutral bus arrester, 132kV	Set	2	A1.2
35	AC bus arrester, 336kV	Set	24	A1.2

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: GENERAL LIST OF ITEMS THAT ARE APPLICABLE FOR THE SUBJECT PROJECT

36	AC bus arrester, 336kV	Set	1	A1.2
37	AC Circuit Breaker (3-Phase), 765kV, 3150A, 50kA for 1s, 3ph, Circuit Breaker with PIR	Set	4	A1.2
38	AC Circuit Breaker (3-Phase), 765kV, 3150A, 50kA for 1s, 3ph, Circuit Breaker without PIR	Set	10	A1.2
39	AC Circuit Breaker (3-Phase), 765kV, 3150A, 50kA for 1s, 3ph, Circuit Breaker with PIR	Set	4	A1.2
40	AC Circuit Breaker (3-Phase), 765kV, 3150A, 50kA for 1s, 3ph, Circuit Breaker without PIR suitable for FOR 1-PHASE REACTOR SWITCHING	Set	2	A1.2
41	AC Circuit Breaker (1-Phase), 765kV, 3150A, 50kA for 1s, 1ph, Circuit Breaker without PIR suitable for FOR 1-PHASE REACTOR SWITCHING	Set	1	A1.2
42	AC filter sub-bank earthing switch- 400kV,63kA for 1s, 3ph, Free Standing Earth Switch	Set	25	A1.2
43	AC filter sub-bank disconnecter- 400kV, 2000A, 63kA for 1s, 3ph, Disconnector with 1 Earthing Switch	Set	19	A1.2
44	AC filter sub-bank disconnecter- 400kV, 2000A, 63kA for 1s, 3ph, Disconnector with 2 Earthing Switch	Set	6	A1.2
45	AC Disconnector- 765kV, 3150A, 50kA for 1s, 3ph, Disconnector (Knee Type) with 1 Earthing Switch	Set	26	A1.2
46	AC Disconnector- 765kV, 3150A, 50kA for 1s, 1ph, Disconnector (Knee Type) with 1 Earthing Switch	Set	30	A1.2
47	AC Disconnector- 765kV, 3150A, 50kA for 1s, 1ph, Disconnector (Knee Type) with 1 Earthing Switch	Set	3	A1.2
48	AC Disconnector- 765kV, 3150A, 50kA for 1s, 3ph, Disconnector (Knee Type) with 2 Earthing Switch	Set	14	A1.2
49	AC Disconnector- 765kV, 3150A, 50kA for 1s, 1ph, Disconnector (Knee Type) with out Earthing Switch	Set	6	A1.2
50	AC Disconnector- 765kV, 3150A, 50kA for 1s, 1ph, Disconnector (Knee Type) with out Earthing Switch	Set	51	A1.2
51	AC Disconnector- 400kV, 4000A, 63kA for 1s, 3ph, Disconnector with 1 Earthing Switch	Set	28	A1.2
52	AC Disconnector- 400kV, 3150A, 63kA for 1s, 3ph, Disconnector with 1 Earthing Switch	Set	42	A1.2
53	AC Disconnector- 400kV, 3150A, 63kA for 1s, 1ph, Disconnector with 1 Earthing Switch	Set	18	A1.2
54	AC Disconnector with- 400kV, 3150A, 63kA for 1s, 1ph, Disconnector with 1 Earthing Switch	Set	1	A1.2
55	AC Disconnector- 400kV, 3150A, 63kA for 1s, 1ph, Disconnector without Earthing Switch	Set	17	A1.2

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-IX: GENERAL LIST OF ITEMS THAT ARE APPLICABLE FOR THE
SUBJECT PROJECT

56	AC Disconnecter - 400kV, 4000A, 63kA for 1s, 3ph, Disconnecter with 2 Earthing Switch	Set	4	A1.2
57	DC disconnecter, neutral	Set	7	A1.2
58	DC earthing switch, neutral	Set	4	A1.2
59	DC disconnecter w / 1 earthing switch, neutral	Set	10	A1.2
60	DC disconnecter w / 2 earthing switch, neutral	Set	1	A1.2
61	Bypass Circuit Breaker(1-Phase) of NGR	Set	2	A1.2
62	AC filter sub-bank 400kV current transformer	Set	75	A1.2
63	AC current transformer(1-Phase), 765kV	Set	54	A1.2
64	Transformer arrester current transformer	Set	12	A1.2
65	HP 12 AC filter current transformer,BC2	Set	12	A1.2
66	HP 12B AC filter current transformer, BC2	Set	15	A1.2
67	HP 24/36 AC filter current transformer, BC2	Set	12	A1.2
68	HP 24/36 AC filter current transformer, BC3	Set	12	A1.2
69	HP 3 AC filter current transformer, BC2	Set	6	A1.2
70	HP 3 AC filter current transformer, BC3	Set	6	A1.2
71	HP 3 AC filter current transformer, BC4	Set	6	A1.2
72	HP 3 AC filter current transformer, BC5	Set	6	A1.2
73	AC Shunt bank current transformer	Set	24	A1.2
74	Line capacitive voltage transformer (1-Phase), 765kV	Set	12	A1.2
75	Bus capacitive voltage transformer (1-Phase), 765kV	Set	6	A1.2
76	Bus capacitive voltage transformer (1-Phase), 400kV	Set	12	A1.2
77	HP 2/6 DC filter current transformer, BC1	Set	4	A1.2
78	HP 2/6 DC filter current transformer, BC2	Set	4	A1.2
79	HP 12/24 DC filter current transformer, BC1	Set	4	A1.2
80	HP 12/24 DC filter current transformer, BC2	Set	4	A1.2
81	ST DC filter current transformer	Set	4	A1.2
82	Valve hall arrester CT	Set	4	A1.2
83	Neutral Bus CT, Line Reactor	Set	2	A1.2
84	Neutral Bus CT, Bus Reactor	Set	2	A1.2
85	Neutral Bus CT, ICT star point	Set	6	A1.2
86	Control Switching Device for 765kV Circuit Breaker	Set	16	A1.2
87	72.5kV, 1250A, 25kA for 1s, 3ph Circuit Breaker	Set	8	A1.2
88	72.5kV, 400A, 25kA for 1s, 1ph Current Transformer	Set	24	A1.2
89	72.5kV, 1ph Potential Transformer	Set	6	A1.2
90	72.5kV, 1250A, 25kA for 1s, 3ph Isolator with one E/S	Set	8	A1.2
91	30kV, 1ph Surge Arrester	Set	18	A1.2
92	ILLUM	LOT	1	A1.2
93	Clamps & Connectors	Lot	4	A1.2
94	765kV BPI	Nos	60	A1.2
95	400kV BPI	Nos	31	A1.2
96	145kV BPI	Nos	57	A1.2
97	52kV BPI	Nos	208	A1.2

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-IX: GENERAL LIST OF ITEMS THAT ARE APPLICABLE FOR THE
SUBJECT PROJECT

98	33kV BPI	Nos	255	A1.2
99	STRING INSL H/W	Set	1876	A1.2
100	Oil Drum for the Transfomer and Reactors	Nos	19000	A1.3
101	4.5 inch Aluminium Tube	Kg	83220.5	A1.3
102	5 inch Aluminium Tuvbe	Kg	11000	A1.3
103	3 inch Aluminium Tube	Kg	23625	A1.3
104	765kV Lattice Structure	Tn	2500	A1.3
105	400kV Lattice Structure	Tn	2750	A1.3
106	MS ROD	MT	1825	A1.3
107	Aux Mat	MT	183	A1.3
108	75x12 GI Flat	MT	728	A1.3
109	50x6 GI Flat	MT	32	A1.3
110	Electrode-WTL	Nos	649	A1.3
111	Electrode-WOTL	Nos	64	A1.3
112	Pipe Electrode	Nos	162	A1.3
113	Trench	Lot	26	A1.3
114	PVC Pipe	Lot	3	A1.3
115	GI Pipe	Lot	3	A1.3
116	Conductor	Mtrs	220000	A1.3
117	Al Tube	Mtrs	13000	A1.3
118	Shield Wire	Lot	2	A1.3
119	Guy Wire	Lot	73	A1.3
120	Equipment Structure	Lot	1	A1.3
121	Converter Transformer (Y/Y) Tanks	Set	13	A1.4
122	Converter Transformer (Y/D) Tanks	Set	13	A1.4
123	Shunt reactor, oil insulated (3-Phase)	Set	2	A1.4
124	Line reactor, oil insulated (1-Phase),765/ $\sqrt{3}$ kV Tanks	Set	6	A1.4
125	Line reactor, oil insulated (1-Phase),765/ $\sqrt{3}$ kV Tanks	Set	1	A1.4
126	Bus reactor, oil insulated (1-Phase),765/ $\sqrt{3}$ kV Tanks	Set	6	A1.4
127	Bus reactor, oil insulated (1-Phase),765/ $\sqrt{3}$ kV Tanks	Set	1	A1.4
128	Bus reactor, oil insulated (3-Phase), 400kV	Set	2	A1.4

Note :

- 1 This list is applicable for the items sent directly to site from the Manufacturers Works

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: LIST OF PENALTIES

10.0 LIST OF PENALTIES TO BE LEVIED IN CASE DELAY/NON-COMPLIANCE BY CONTRACTOR:

10.1 If it is found that handling and unloading of the consignment received at site are delayed by contractor (i.e. delay is attributable to contractor), which may result in to long queuing of Lorries, penalty shall be imposed as per following:

No. of Days of Delay	Rate of penalty* per day per truck/lorry/trailer in each case
03 to 05 days	@Rs. 500/-
06 to 10 days	@Rs. 1000/-
More than 10 days	@Rs. 2000/-

*In case BHEL has to pay any amount on account of delay in unloading (whether called demurrage / idling / halt charges etc) to the transporter or supplier exceeding the amount mentioned above, the actual amount borne by BHEL shall be recoverable from the MM Contractor.

10.2 In case of any of the following activities are delayed by contractor (i.e. delay is attributable to contractor), after BHEL's instructions/activity plan, penalty of **Rs. 1000/- per day** shall apply for each incident for the following:

- (i) Identification and issuance of materials to the Customer/ETC Contractor beyond the stipulated date as per the schedule/instructions issued by BHEL.
- (ii) Collection of materials from the transporter's godown beyond the stipulated date as per the schedule/instructions issued by BHEL.
- (iii) Shifting of materials to the store and proper stacking not completed within one (1) day from the date of unloading.
- (iv) Verification of materials not completed within the time period stipulated by BHEL.

The decision of BHEL regarding the occurrence of delay and its attribution shall be final and binding on the Contractor.

10.3 After instruction of BHEL. Installation of CCTV common system with redundant servers and display system to be done within Three months from the date of intimation by BHEL Construction Manager.

In case of delay, by contractor (i.e. delay is attributable to contractor), in supply or installation & commissioning of the CCTV system shall cause penalty of **Rs 1000/- per day**.

10.4 Penalty for downtime of CCTV Camera of more than three days shall be **Rs 400/- per camera per day**.

10.5 In case the contractor does not deploy or delays deployment of manpower for secretarial services at BOQ item no., BHEL shall levy penalty of **Rs 100 per service day** for delay.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
IP CAMERA SPECIFICATION (FIXED/PTZ)

IP Camera Specification (Fixed / PTZ)	
PARAMETER	ACCEPTABLE VALUE
Image Sensor Type	Progressive Scan CMOS
Image Sensor Size	1/2.8" ~ 1/3"
Camera Image Sensing Capacity (Picture Mode)	2 MP or Better
Resolution	Full HD (1920 x 1080 Pixel) at 25/30 IPS
Day & Night Capable	Yes
IR Illumination Range (Mtr.)	200 or Better (For PTZ) 90 or Better (For Fixed)
Focal Length	4.45 ~4.7 to 142.4 ~ 150.4 or better (For PTZ) Varifocal Lens f = 8 ~ 50 mm (For Fixed)
Iris Range	F1.6 ~ F2.9 (For PTZ) 1.6 ~ 360 (For Fixed)
Electronic Shutter	1/50 ~ 1/10000 Auto
Sensitivity (at 6dB)	Color mode: 0.6 lux ; B/W mode: 0.04 lux@ 30IRE, F1.6 (For PTZ) Color mode: 0.21 lux ; B/W mode: 0.05 lux @ 30IRE, F1.2 (For Fixed)
Horizontal Angle of View	55.4 deg (Wide) ~ 3.5 deg (Tele) or Better
Frame Rate (fps)	25 or Better
Lens Type	Motorized Varifocal
Type of Camera housing	Dome type (For PTZ) Bullet Type (For Fixed)
IP Camera	Yes
Pan/Tilt Range	360 Deg Continuous / 90 Deg (For PTZ)
Optical/Digital Zoom	20X/12X or Better
Back Light Compensation	Required
White Balance	Automatic with mode selection options
Audio Support	Full Duplex or 2-way
Alarm Support	Minimum 2 Alarm I/Ps & 1 Alarm O/p (For PTZ) Minimum 1 Alarm I/P & 1 Alarm O/p (For Fixed)
Signal to Noise Ratio	>50 dB
Automatic Gain Compensation	Up to 18 dB
IR cut-filter	Yes
Installation Type	Outdoor
Protection	IP 65 or Better
Vandal resistant housing	Yes with Sun shroud
Mounting Bracket	Pole Mounted
Power Input	12/24 V DC / 24 V AC (Adapter to be provided), PoE
Operating Conditions	0 DegC to +60 DegC / 0% to 90% RH
ONVIF Support	Yes



TENDER NO.: TBSM/KN800/NGP/MTL MGMT/26-27 Dtd. 24-04-26

Volume – B

GENERAL CONDITIONS OF CONTRACT (GCC)

Bharat Heavy Electrical Limited
(A Govt. of India Undertaking)
Transmission Business Group-Subcontracting Management
5th Floor, BHEL Sadan, Plot-25, Sector-16A, Noida, UP-201301

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- 2.21. Consequential Loss
- 2.22. Terms of Payments
- 2.23. Performance Guarantee for Workmanship
- 2.24. Closing of Contracts
- 2.25. Suspension of Business Dealings
- 2.26. Limitation on Liability
- 2.27. Non-Disclosure Agreement (NDA)
- 2.28. Cartel Formation
- 2.29. Fraud Prevention Policy
- 2.30. Order of Precedence
- 2.31. Other Issues

CHAPTER -1

1. GENERAL INSTRUCTION TO TENDERERS

1.1. DESPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **For this tender, bidders shall use electronic Signature viz Digital Signature Certificate while uploading the tender documents on the e-procurement portal.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This IP shall be issued as part of the Tender documents and shall be submitted by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Entering into this pact shall be a preliminary qualification.

1.2. SUBMISSION OF TENDERS

- 1.2.1 The tenderers must submit their tenders to Officer inviting tender as per instructions in the NIT.
- 1.2.2 **Tenders shall be submitted through E-Procurement portal** as per instruction in NIT. Tenderers to upload offers well in advance in order to avoid last minute congestion in e-procurement website. However, after submission of the tender, the tenderer can re-submit revised tender but before due date and time of submission of tender as notified.
- 1.2.3 Tenders shall be opened by Officer of BHEL at the time and date as specified in the NIT. For this tender, bidders may attend through online mode, if provisions are available in e-procurement portal.
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be notified through e-procurement system about the date and time of opening of the Price Bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 The information given in the tender documents is for general guidance and shall not be construed as contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary for bidding shall have to be obtained/ collected by the Tenderer.

- 1.2.6 The Tenderers are advised to physically visit the site to acquaint and satisfy themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation, law of the land, transportation routes, various distances, surroundings of plant/ project premises together with all statutory, obligatory, mandatory requirements of various authorities and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the discharge of various obligations under the Contract during contract period including extended period (if any).
- 1.2.7 The submission of bid will tantamount to due diligence having been done and it shall be deemed that:
- a. the Tenderer has obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works
 - b. the Tenderer accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works
 - c. the Tenderer accepts that, the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties or costs and the Tenderer shall not raise any claims/ disputes against BHEL and/ or Owner at later date in any manner whatsoever.
- 1.2.8 The Tenderer shall mandatorily be required to submit "Site Visit Confirmation Declaration" in Form F-06 along with the Technical Bid.

1.3. LANGUAGE

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. Tenderers are requested to refer the clauses of NIT/ Vol-II "Price Bid" for more details. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

1.4 PRICE DISCREPANCY:

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

1.5 QUALIFICATION OF TENDERERS

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered.
- iii) The offers of the bidders who are either debarred or under Interim Suspension from BHEL - TBG, or debarred from BHEL on web site <https://www.bhel.com/list-debarred-firms>, and the offer of the bidders, who engage the services of above said firms, shall be rejected.

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

1.6. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- ii) In case the same qualifying experience is claimed by more than one agency, then:
- a. The agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour and consumables without T&P, then the credentials of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for any other proof for the said job.
- b. However, if the same is on account of subletting part of scope by one agency to another agency in a project of BHEL, experience of both the agencies may be considered for the sublet portion of the work provided subletting has been done with the approval of BHEL.
- iii) In case the qualifying experience claimed by bidder is based on 'Work Order' and 'Experience Certificates' from any organization other than BHEL (main agency), then it shall be the responsibility of bidder to submit (in addition to the experience certificate from main agency) relevant certificate regarding qualifying experience from the end Customer or the Turnkey-Contractor (if any) who has awarded the work to main agency, as a proof for having executed subject qualifying work. BHEL reserves the right to ask for any other proof for the said job.
- iv) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- v) Price Bids of shortlisted bidders shall only be opened through the electronic price bid opening with/without Reverse Auction, at the discretion of BHEL. Unless specified otherwise in the tender, the L1 bidder amongst all the shortlisted bidders shall be considered for award. However, the L1 bidder shall have no claim on the award & BHEL reserves the right to award the tender at its sole discretion.
- vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course either through system generated e-mail or through letter/e-mail after award to successful bidder.

1.7. DATA TO BE ENCLOSED

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

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners etc. shall be furnished along with tender.
- ii) **ORGANIZATION CHART**
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.
- iii) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor.
- iv) **IN CASE OF INDIVIDUAL TENDERER:**

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

v) **IN CASE OF PARTNERSHIP FIRM:**

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

vi) **IN CASE OF COMPANIES:**

- a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

1.8 AUTHORIZATION AND ATTESTATION

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

1.9 EARNEST MONEY DEPOSIT

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

- i) EMD shall be furnished along with the offer on or before due date for bid submission in full as per the amount indicated in the NIT.

In case of e-procurement, bidder shall upload the scanned copy of EMD along with bid submission through BHEL e-procurement Portal as a Proof of EMD. However, the bidder shall send the demand draft/ banker's cheque/ pay order/ Insurance Surety Bonds, in original, to the designated officer through post/courier or by hand within reasonable time. Date of remittance of EMD should not be later than the latest due date for bid submission else Bid shall be rejected.

- ii) The EMD is to be paid only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act
- b) Electronic Fund Transfer credited in BHEL account
- c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at New Delhi
- d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). The Fixed Deposit in such cases shall be valid for at least six months from the due date of tender submission.
- e) Insurance Surety Bonds from IRDA registered Agency as mentioned in clause 1.12.2.

Note:

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

1.9.2 (A) EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The successful bidder, on whom the work has been awarded, fails to deposit the required Security Deposit or commence the work within the period as per LOI/ LOA/ Contract or refuse to accept the LOI/ LOA/ Contract.

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

1.9.3 EMD shall not carry any interest.

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

1.9.5 EMD of successful tenderer will be retained until the receipt of full Security Deposit amount.

1.10 SECURITY DEPOSIT

1.10.1 Upon acceptance of Tender, the successful bidder should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be **10% of the contract value**.

The Security Deposit is to be accepted in the following forms;

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- iv) Bank Guarantee (including e-BG) in prescribed formats shall be from Consortium bank as mentioned in clause 1.12.1 (i).
- v) Fixed Deposit Receipt issued by Consortium bank (FDR should be in the name of the Contractor, a/c BHEL). Specific lien in favour of BHEL on the FDR shall be marked and letter from the Bank having created such lien in the format shall be submitted along with FDR. List of BHEL's Consortium Bank is mentioned in clause 1.12.1 (ii).
- vi) Insurance Surety Bonds from IRDA registered Agency as mentioned in clause 1.12.2.

Note:

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

1.10.2 The Security Deposit should be furnished before start of the work by the contractor. In case of delay in submission of Security Deposit, a penalty equivalent to interest for the delayed period (@ Repo rate + 4%) shall be submitted by contractor in Cash/ Cheque/ DD/ Pay-order else BHEL shall recover the same from their first RA Bill. This penalty for the delayed period would be non-refundable. However, in any case, the delay in submission of Security Deposit should not exceed beyond 90 days from the date of start of work, else BHEL reserve the right to consider it as non-compliance of contractual conditions and may act as per clause 2.7.2. of GCC i.e. Breach of Contract.

1.10.3 The Security Deposit shall not carry any interest.

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

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man-day rates.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

1.10.5 The validity of Bank Guarantees/ Insurance Surety Bonds towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal by the contractor at their own cost till the expiry of the completion period plus 3 months or acceptance of Final Bills of the Contractor by BHEL whichever is later. No additional amount shall be payable to the contractor towards bank charges or commission whatsoever.

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

1.11 RETURN OF SECURITY DEPOSIT

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

If the contractor duly performs and completes the work and material reconciliation in all respects to the entire satisfaction of BHEL and presents an absolute "No demand certificate", returns material/properties belonging to BHEL, taken, borrowed or hired by him for carrying out the said works, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the contractor.

It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

1.12 BANK GUARANTEES/ INSURANCE SURETY BONDS

1.12.1 Bank Guarantees

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

- i) Bank Guarantees For Security Deposit – Only from BHEL's Consortium bank and in the prescribed format of Forms and Procedure.
- ii) List of BHEL's Consortium Bank is covered in Forms & Procedures. In the event of any revision in the list of BHEL's Consortium Banks at the time of BG execution, the same shall be duly complied with by the Contractor / Vendor.
- iii) For issuance of e-BG, BHEL is a registered entity in NeSL the platform through which e-BG is issued. BHEL as a registered NeSL beneficiary can be tracked based on BHEL PAN No AAACB4146P. BGs should be duly issued in compliance with SFMS requirements.
- iv) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- v) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Site Incharge and submitted to the TBG Noida HQ issuing the LOI/LOA.
- vi) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vii) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.
- viii) The Original Bank Guarantee against Security Deposit, Retention Amount & Secured Recoverable Advances shall be submitted to Subcontracting Department of BHEL from where tender is floated till signing of Contract Agreement. After Contract signing/ during execution of contract, all Bank Guarantees shall be submitted to TBG HQ, unless specified otherwise in TCC.

1.12.2 Insurance Surety Bonds

Where ever Insurance Surety Bonds are to be furnished/submitted by the contractor, the following shall be complied with:

- i) The Insurance Surety Bonds shall be as per prescribed of Forms and Procedure.
- ii) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- iii) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

- iv) It is the responsibility of the bidder to get the Insurance Surety Bond revalidated/extended for the required period, in line with completion plan, as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Insurance Surety Bond.
- v) In case extension/further extensions of any Insurance Surety Bond are not required due to fulfillment of contractual obligations as per terms of the contract, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the TBG HQ issuing the LOI/LOA.
- vi) In case the Insurance Surety Bond are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Insurance Company in writing, without any advance notice/communication to the concerned bidder.
- vii) Bidders to note that any corrections to Insurance Surety Bond shall be done by the issuing Insurance Company, only through an amendment in an appropriate non-judicial stamp paper.
- viii) The Original Insurance Surety Bond against Security Deposit & Retention Amount shall be submitted to Subcontracting Department, TBG from where tender is floated till signing of Contract Agreement. After contract signing/ during execution of contract, all Insurance Surety Bonds shall be submitted to respective Site Incharge/Sector Office, unless specified otherwise in TCC.

1.13 VALIDITY OF OFFER

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

1.14 EXECUTION OF CONTRACT AGREEMENT

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

After acceptance of work LOI and submission of Security Deposit and completion schedule, Work Order shall be issued by BHEL before releasing the first running bill.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.

1.15 REJECTION OF TENDER AND OTHER CONDITIONS

- 1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender nor any tender and reserves to itself full rights for the following without assigning any reasons whatsoever: -
- a. To reject any or all of the tenders.
 - b. To split up the work amongst two or more tenderers as per NIT.
 - c. To award the work in part if specified in NIT.

- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 1.15.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected.
- 1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (debarred) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India. The decision of BHEL will be final in this regard.
- 1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character. In case BHEL resolves to cancel the tender under this clause, BHEL will issue a notice in this regard containing reasons as to the cancellation of tender. The contractor shall be required to furnish his response to such notice within a period of 14 days from the date of receipt of such notice through any means (BHEL reserves the right to decrease the period up to 05 days). BHEL after due consideration of the representation made by contractor shall communicate its final decision within a reasonable period. In case contractor fails to submit any response to the notice issued by BHEL within the period stipulated in the notice, BHEL at its discretion may proceed to cancel the contract. Contractor shall not be eligible for any compensation whatsoever for the cancellation of contract under this clause
- 1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 1.15.9 The successful tenderer (Contractor) shall not sub-contract any portion of work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site in charge. BHEL, at its discretion, may consider the written request from the Contractor and permit subletting of part scope. However, the Contractor is solely responsible to BHEL for the work awarded to him.
- 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder.

1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

1.16 INTIMATION OF CHANGE OF NAME/ RE-CONSTITUTION OF THE ORGANIZATION

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

CHAPTER-2

2.1 **DEFINITION:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires

i)	BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act 1956, having its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI – 110 049, or its office at TBG, Noida or its Sector/Site Offices or its Authorized Officers (inviting tenders).
ii)	“EXECUTIVE DIRECTOR” or “GENERAL MANAGER (In-charge)” or “GENERAL MANAGER” shall mean the Officer in Administrative charge of the BHEL TBG.
iii)	“COMPETENT AUTHORITY” shall mean BHEL Officers who are empowered to act on behalf of BHEL.
iv)	“ENGINEER” or “ENGINEER IN CHARGE” shall mean an Officer of BHEL as may be duly appointed and authorized by BHEL to act as “Engineer” on his behalf for the purpose of the Contract, to perform the duty set forth in this General Conditions of Contract and other Contract documents. The term also includes ‘CONSTRUCTION MANAGER’ or ‘SITE INCHARGE’ as well as Officers at Site or at the Headquarters of the Sector Office. For the purpose of joint measurement, verification, certification and/ or approval of the work and/ or documents under the contract the word "Engineer" or "Engineer In-charge" shall be deemed to include the Engineers of the Customer and/ or his Consultant also.
v)	“SITE” shall mean the places or place at which the plants/equipments are to be erected and services are to be performed as per the specification of this Tender.
vi)	“CLIENT OF BHEL” or “CUSTOMER” shall mean the project authorities with whom BHEL has entered into a contract for supply of equipments or provision of services.
vii)	“CONTRACTOR” shall mean the successful Bidder/Tenderer who is awarded the Contract and shall include the Contractor’s successors, heirs, executors, administrators and permitted assigns.
viii)	“CONTRACT” or “CONTRACT DOCUMENT” shall mean and includes the Agreement or Work Order, the accepted appendices of Rates, Schedules, Quantities if any, Offer submitted by contractor including acceptance to General Conditions of Contract, Special Conditions of Contract, Instructions to the Tenderers, Drawings, Technical Specifications, the Special Specifications if any, the Tender documents, subsequent amendments /corrigendum to Tender mutually agreed upon and the Letter of Intent/Award/Acceptance issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or subsequent letters shall not form part of the contract unless, specifically accepted in writing by BHEL in the Letter of Intent/Award and incorporated in the agreement or amendment thereof.
ix)	“GENERAL CONDITIONS OF CONTRACT” shall mean the ‘Instructions to Tenderers’ and ‘General Conditions of Contract’ pertaining to the work for which above tenders have been called for.
x)	“TENDER SPECIFICATION” or “TENDER” or “TENDER DOCUMENTS” shall mean General Conditions, Common Conditions, Special Conditions, Price Bid, Rate Schedule, Technical

General Conditions of Contract (GCC)

	Specifications, Appendices, Annexures, Corrigendums, Amendments, Forms, Procedures, Site information etc. and drawings/documents pertaining to the work for which the tenderers are required to submit their offers. Individual specification number will be assigned to each Tender Specification.
xi)	“LETTER OF INTENT/ AWARD” shall mean the intimation by a Letter/Fax/email to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all terms and conditions of the contract are applicable from this date.
xii)	“COMPLETION TIME” shall mean the period by ‘date/month’ specified in the ‘Letter of Intent/Award’ or date mutually agreed upon for handing over of the intended scope of work, the erected equipment/plant which are found acceptable by the Engineer, being of required standard and conforming to the specifications of the Contract.
xiii)	“PLANT” shall mean and connote the entire assembly of the plant and equipments covered by the contract.
xiv)	“EQUIPMENT” shall mean equipment, machineries, materials, structural, electricals and other components of the plant covered by the contract.
xv)	“TESTS” shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contractor or part thereof.
xvi)	“APPROVED”, “DIRECTED” or “INSTRUCTED” shall mean approved, directed or instructed by BHEL.
xvii)	“WORK or CONTRACT WORK” shall mean and include supply of all categories of labour, specified consumables, tools and tackles and Plants required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipments to the entire satisfaction of BHEL.
xviii)	“SINGULAR AND PLURALS ETC” words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting the masculine Gender shall be taken to include the feminine Gender and words imparting persons shall include any Company or Associations or Body of Individuals, whether incorporated or not.
xix)	“HEADING” – The heading in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken as instructions thereof or of the contract.
xx)	“MONTH” shall mean calendar month unless otherwise specified in the Tender.
xxi)	‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of twenty-four (24) hours each. A Week shall mean continuous period of seven (7) days.
xxii)	“COMMISSIONING” shall mean the synchronization testing and achieving functional operation of the Equipment with associated system after all initial adjustments, trials, cleaning, re-assembly required

	at site if any, have been completed and Equipment with associated system is ready for taking into service.
xxiii)	“WRITING” shall include any manuscript type written or hand written or printed statement or electronically transmitted messages, under the signature or seal or transmittal of BHEL.
xxiv)	“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxv)	‘CONTRACT PRICE’ or ‘CONTRACT VALUE’ shall mean the sum mentioned in the LOI/LOA/WO/Contract Agreement subject to such additions thereto or deductions there from as may be made under provisions hereinafter contained.
xxvi)	‘EXECUTED CONTRACT VALUE’ shall mean actual value of works executed by the contractor and certified by BHEL. This value shall not include PVC, ORC, Extra Works and Taxes.
xxvii)	“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender.
xxviii)	“SHORT CLOSING” or “FORE CLOSING” of Contract shall mean the premature closing of Contract, for reasons not attributable to the contractor and mutually agreed between BHEL and the contractor.
xxix)	“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
xxx)	“DE MOBILIZATION” shall mean the temporary winding up of Site establishment by Contractor leading to suspension of works temporarily for reasons not attributable to the contractor.
xxxi)	“RE MOBILIZATION” shall mean the resumption of work with all resources required for the work after demobilization.
<p>2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION</p> <p>The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.21.2 of this contract, the Civil Court having original Civil Jurisdiction at Delhi, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.</p>	

2.3 ISSUE OF NOTICE

2.3.1 Service of notice to the Contractor

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

2.3.2 Service of notice to BHEL

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

2.4 USE OF LAND

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

2.5 COMMENCEMENT OF WORK

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

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

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

2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT:

All payments due to the contractors shall be made by e-mode only.

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

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

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

These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.

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

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

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

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

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

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

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

Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work

2.6.1 Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.

- iii) Recoveries on account of electricity, water, statutory deductions etc. are made as per terms of contract.
- iv) Full rates for the work done shall be allowed only if the quantum of work has been done as per the specifications stipulated in the contract. If the work is not executed as per the stipulated specifications, BHEL may ask the contractor to redo the work according to the required specifications, without any extra cost.
- v) The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month.
- vi) Mode of payment and measurement of work completed shall be as per relevant clauses of General Conditions of Contract
- vii) Release of payment in each running bill including PVC Bills where ever applicable will be as per stages of progressive pro rata payments.
- viii) The contractor will be eligible for payment of RA Bills within **30 days** of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.
- ix) All documents like HR Clearance, Quality and Safety Compliances etc. required for processing the RA Bills should be submitted along with RA Bills.
- x) BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.
- xi) For MSMEs, at the time of submission of first RA bill, the subcontractor has to declare whether it is registered on TReDS portal and wishes to receive the proceeds through TReDS portal throughout the contract duration.
- xii) **Documents required for RA Bill:**
 - a) GST Complied Invoice of the work done as per approved BOQ.
 - b) Jointly signed Measurement sheet, Abstract (for civil works), WAM -6 for RA Bill.
 - c) Valid Bank Guarantees as applicable under the contract.
 - d) Labour Payment Certificate
 - e) copy of valid Workmen Compensation Insurance policy
 - f) Material Reconciliation statement
 - g) Power of Attorney for representative signing MBs etc, if not submitted earlier.
 - h) HR compliance documents (like PF, ESI, Wage sheets etc.)
 - i) Any other documents as per customer/statutory requirement.

Note :Site in charge has to certify that all the above required documents have been received and verified and document sl no. a) to e) duly verified are to be sent to Finance alongwith RA bills.

2.6.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of works. 'Final Bill' shall be submitted as per prescribed format after completion of

works as per scope, material reconciliation, removal of temporary structures, return of scrap/surplus material of BHEL. BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL:

- j) GST Complied Invoice of the work done as per approved BOQ.
- k) Jointly signed Measurement sheet, Abstract (for civil works), WAM -7, WAM-10 (if applicable)
- l) Valid Bank Guarantees as applicable under the contract.
- m) Labour Payment Certificate
- n) 'No claim' certificate from the contractor.
- o) Copy of valid Workmen Compensation Insurance policy
- p) Deviation statement showing the Executed quantities and quantities as per the contract.
- q) Handover of Data/Documented related with store management & surveillance to BHEL
- r) Material Reconciliation statement duly approved by BHEL
- s) Power of Attorney for representative signing MBs etc, if not submitted earlier.
- t) HR compliance documents (like PF, ESI, Wage sheets etc.)
- u) Final Delay Analysis.
- v) Any other documents as per customer requirement/statutory requirement.

Note:

Site incharge has to certify that all the above required documents have been received and verified and document sl no. a) to g) duly verified are to be sent to Finance alongwith Completion certificate.

2.7 RIGHTS OF BHEL

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

- 2.7.1** To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to fulfil BHEL's commitment to its customer or the date of completion is advance due to other emergent reasons/ BHEL's obligation to its customer.

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

2.7.2 Breach of Contract, Remedies and Termination

- 2.7.2.1** The following shall amount to breach of contract:

- I. Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.
- II. The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.

- III. The Supplier/Vendor delivers equipment/ material not of the contracted quality.
- IV. The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.
- V. Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.
- VI. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- VII. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- VIII. Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.
- 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

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

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

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

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract= X

- iii). Let the Total Executable Value of work for which inputs/fronTS were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2 Remedies in case of Breach of Contract

- i. Wherein the period as stipulated in the notice issued under Note sl. No. (i) of clause 2.7.2.1 has expired and Contractor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Contractor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, from the money due to the Contractor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
 - a) From dues available in the form of Bills payable to defaulted Contractor against the same contract.
 - b) In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then a demand notice to deposit the balance amount within 30 days shall be issued to Contractor.
 - c) If contractor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery:
 - i) If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Contractor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD
 - ii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
- iv. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any

other agency and BHEL will not be required to furnish any other evidence to the Contractor for the purpose of estimation of damages.

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

Note:

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

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

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

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

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

- i. Claim or Claims for payment of any sum of money(s) arising from the Contractor under this or any other contract against the contractor, shall mean, the sum of money(s) actually incurred by BHEL in fulfilling the contractual responsibilities of contractor under the contract, to which he has failed to fulfil plus applicable overheads (@ 5%) along with interest as applicable under the Contract on total amount (i.e. money actually incurred plus overheads)
- ii. It is an agreed term of the contract that, the sum or sums of money so withheld or retained under the lien by BHEL will be kept withheld or retained as such by BHEL till the claims arising out of this or any other contract are finally adjudicated wither through Arbitration or a Court of competent jurisdiction as the case may be in accordance with the terms of contract. Intimation given by the BHEL Engineer regarding withholding of such money(s) shall be considered as sufficient and relevant date for all purposes. No Interest shall be payable on such sum(s) of money which becomes due or as the case may be adjudged to be due from BHEL to Contractor, whether under contract or otherwise.

- iii. Where the contractor is a partnership firm, BHEL shall be entitled to withhold and also have a lien to retain towards such claims in whole or in part, from any other money(s) payable to any partner, whether in his individual capacity or otherwise.
- iv. If any money(s) shall, as a result of any claim or application made under the relevant provisions of any Labour Welfare Act and/ or Rules, including but not limited to Contract Labour Regulation & Abolition Act, Minimum Wages Act, Payment of Gratuity Act, BOCW (RE&CS) Act, Provident Fund Act, Employee State Insurance Act, be directed to be paid by the BHEL, such money shall be deemed to be moneys payable to the BHEL by the Contractor.
- v. Where the Contractor fails to repay to BHEL such moneys along with applicable overheads (@ 5%) and interest, as aforesaid within seven days of being demanded, BHEL shall be entitled to recover the same from Contractor's bills/ Security Deposit or any other money(s) payable to Contractor under this Contract or any other Contract with BHEL.

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

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

- i) suspension of work(s) at a Project either by BHEL or Customer,
- or
- ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months

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

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

- a) The balance works (including but not limited to Trial Operation, PG Test etc.) are minor vis a vis the scope of work envisaged as per the contract.
- b) There has been no significant work in past 6 months OR no significant work is expected in next 6 months (example in Hydro projects or in projects where work has stopped due to reasons beyond the control of BHEL).
- c) The balance works cannot be done within a reasonable period of time as they are dependent on unit shut down or on other facilities of customer or any other such reasons not attributable to the contractor.

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

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

2.7.9 LIQUIDATED DAMAGES

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

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

Liquidated Damages shall be calculated in the manner stipulated hereinafter:

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

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

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

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

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

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

Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

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

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

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

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

2.8.3 The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, The Building and Other Construction Workers' Welfare Cess Act 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law. The Contractor shall without any fail maintain all the registers/records in proper formats as per all the Acts, Rules and Regulations mentioned in this clause.

2.8.4 The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V or as applicable) issued by the Principal Employer/Customer. Form V is issued by the Principal Employer/End Customer and, therefore, may not be provided to any sub-contractor of the successful bidder, including consortium partners (if any). BHEL shall not be responsible for issuance or provision of Form V to any such sub-contractor. Gate pass shall also be issued only in the name of the agency to whom the labour license has been granted. The bidder shall submit its bid after duly considering the same and shall not raise any claim or dispute on this account at a later stage.

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

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

- 2.8.7** Contractor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- 2.8.8** The contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- 2.8.9** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 2.8.10** The contractor shall ensure that no damage is caused to any person/property of other parties working at site/company premises. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
- 2.8.11** All the properties/equipments/components of BHEL/their Client/customer loaned with or without deposit to the contractor in connection with the contract shall remain properties of BHEL/their Client/customer.
- 2.8.12** The contractor shall use such properties for the purpose of execution of this contract. All such properties/equipments/components shall be deemed to be in good condition when received by the contractor unless he notifies within 48 hours to the contrary. The contractor shall return them in good condition as and when required by BHEL/their Client. In case of non-return, loss, damage, repairs etc. the cost thereof as may be fixed by BHEL Engineer will be recovered from the contractor.
- 2.8.13** In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon if the item rates are not mentioned in existing contract.
- 2.8.14** Any delay in completion of works/or non-achievement of periodical targets/non execution of contract due to the reasons attributable to the contractor, the same may have to be compensated by the contractor either by increasing manpower and resources or by working extra hours and/or by working more than one shift. All these are to be carried out by the contractor at no extra cost.
- 2.8.15** The contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- 2.8.16** All safety rules and codes applied by the Customer/BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by BHEL/Customer. The contractor has to assist in HSE audit by

BHEL/Customer and submit compliance Report. The contractor has to generate and submit record/reports as per HSE plan/activities as per instruction of BHEL/Customer.

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

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

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

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

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

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

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

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

2.8.24 The Contractor to note that some of BHEL's T&Ps/MMDs may not be insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL shall to recover the loss from the contractor.

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

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

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

2.9 PERFORMANCE EVALUATION

2.9.1 The Contractors performance shall be continuously monitored during execution of work at site.

2.9.2 In case of contractor's performance is found not satisfactory during the execution of work at site, BHEL may take alternate remedial measures and may not consider the contractor for further tenders, if the contractor performance is not improved in spite of opportunities given by BHEL.

2.10 TIME OF COMPLETION

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

2.11 EXTENSION OF TIME FOR COMPLETION

2.11.1 If the completion of work as detailed in the scope of work gets delayed beyond the contract period, the contractor shall request for an extension of the contract and BHEL at its discretion may extend the Contract. If the completion of work gets delayed for reasons not attributable to the contractor, the contract period may be suitably extended at the sole discretion of BHEL

2.11.2 The works balance at the end of original contract period less the backlog attributable to the contractor shall be quantified, and the number of months of 'Time extension' required for completion of the same shall be jointly worked out. Within this period of 'Time extension', the contractor is bound to complete the portion of backlog attributable to the contractor. Any further 'Time extension' or 'Time extensions' at the end of the previous extension shall be worked out similarly.

2.11.3 However, if any 'Time extension' is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under Clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.

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

2.12 OVERRUN COMPENSATION

(Not Applicable)

2.13 SECURED RECOVERABLE ADVANCES:

(Not Applicable)

2.14 QUANTITY VARIATION

The individual quantities given in the Bill of quantities are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable in case the variation of the final executed contract value is within the limits of Minus (-) 30% of awarded contract value. Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in GCC. In case of work terminated/ short closed under clause 2.7.4 of GCC, compensation may be considered only if BHEL receives compensation from customer.

In case the actual value of executed work including extra work on completion of work becomes less than 70% of the basic/original contract value than the following method shall be adopted.

The actual executed value shall be raised by 7% (For arriving at the final payment against work executed) subject to the condition that total value of work executed plus increase by 7% as above shall be limited to 70% of the basic/original contract value. The rate quoted shall be firm irrespective of any upward variation in the contract price. It is further clarified that the enhancement/rate revision on the basic rate as per PVC clause shall not be accounted for the purpose of operating this clause.

2.15 SUPPLEMENTARY ITEMS

2.15.1 Supplementary items / works are those item / works which are not covered in the original scope or BOQ of contract but essentially required for completion of entire work. The Supplementary items/ works are due to any of the reasons as mentioned below: -

- a) All rectifications/modifications, revamping and reworks required to be executed by engaging manpower and major T&Ps like cranes, Induction Heating Machine, huge quantities of scaffolding pipes, costly consumables etc., due to any change in drawings/design of equipment, operation/maintenance requirements, mismatching or due to damages in transit, storage, erection, testing, commissioning & other allied works required for completion of entire work, but not due to the fault of the contractor.
- b) Additions /alterations in the original scope of works as per contract
- c) Non-availability of BOQ (Rate Schedule),
- d) Change in Specifications of materials/works

Execution of Supplementary Works by the contractor or to engage any other party shall be at the sole discretion of BHEL. Supplementary Work shall be considered as part of executed contract value for the purpose of Quantity Variation as per clause 2.14 mentioned above.

Subject to certification of such works as supplementary items/works by BHEL Engineer and approval from competent authority, Rates for Supplementary item for completing Non-Civil Works and Civil Works shall be derived on the basis of mutual agreement. BHEL Engineer's decision regarding fixing the rate as above is final and binding on the contractor. The procedure mentioned as below: -

2.15.2 The procedure for deciding the Rates shall be in the following order;

- i) Based on percentage breakup/rates indicated for similar/nearby items.
- ii) In case (i) above does not exist, then BHEL/site may derive the percentage breakup/rates to suit the type of work with prevailing market rates.

2.16 PRICE VARIATION COMPENSATION –

(PVC Applicable for items Sno 1 to 7 (A1.1 to A1.7)

(PVC Not Applicable for other items)

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

2.16.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index, shall be as under:

NO.	CATEGORY	INDEX/ AVERAGE MINIMUM WAGE	PERCENTAGE COMPONENT ('K')
i)	LABOUR (ALL CATEGORIES)	(a) 'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (50% weightage out of component 'K') (Website: labourbureau.nic.in)	80
		(b) Arithmetical average of minimum wages of Unskilled, Semi-skilled, Skilled and Highly skilled workers as applicable at project site location (50% weightage out of component 'K')	
ii)	HIGH SPEED DIESEL OIL	Name of Commodity: HSD Commodity Code: 1202000005 (See Note E)	5

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

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where,

- P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil.
- K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil.
- R = Value of work done for the billing month (Excluding Taxes and Duties if payable extra)
- X_N = Revised Index for Labour, Revised Average Minimum Wages for Labour, Revised Index for High Speed Diesel Oil for the billing month under consideration
- X₀ = Index for Labour, Average Minimum Wages for Labour, Index for High Speed Diesel Oil, as on the Base date

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

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

- 2.16.6** PVC shall not be payable for the ORC amount, Supplementary/Additional/Extra Items. However, PVC will be payable for work executed under quantity variation of BOQ items under originally awarded contract
- 2.16.7** The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.
- 2.16.8** The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.
- 2.16.9** PVC shall be applicable for the entire original contract period plus the extended period, i.e. for the complete execution period.
- 2.16.10** PVC shall not be applicable for time extension provided for the delays solely attributable to the contractor.
- 2.16.11** No PVC is payable during the period of Provisional Time Extension till grant of final time extension. Applicability of PVC will be decided at the time of grant of final time extension.
- 2.16.12** The total amount of PVC shall not exceed 10% of the cumulatively executed value of items for which PVC is applicable (i.e. BOQ item no. 1 to 7(A1.1 to A1.7)). Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except items due to quantity variation.
- 2.17 INSURANCE**
- 2.17.1** BHEL/their customer shall arrange for insuring the materials/properties of BHEL/customer covering the risks during transit, storage, erection and commissioning.
- 2.17.2** It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client /BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
- 2.17.3** If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property / manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 2.17.4** The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss due to theft or otherwise till the same is taken over by BHEL or customer. For lodging / processing of insurance claim, the contractor will submit necessary documents. BHEL will recover the loss including the deductible franchise from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to BHEL for taking up with insurance. However, this will not relieve the contractor of his contractual obligation for the material in his custody.

2.18 STRIKES & LOCKOUT

2.18.1 The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as 'Breach of Contract' under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.

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

2.19 FORCE MAJEURE

2.19.1 "Force Majeure" shall mean circumstance which is:

- i) beyond control of either of the parties to contract.
- ii) Either of the parties could not reasonably have provided against the event before entering into the contract,
- iii) Having arisen, either of the parties could not reasonably have avoided or overcome, and
- iv) Is not substantially attributable to either of the parties and prevents the performance of the contract.

2.19.2 Such circumstances include but not limited to

- i) War, hostilities, invasion, act of foreign enemies.
- ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.
- iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.
- iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.
- v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.
- vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.
- vii) Epidemic, pandemic etc.

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

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

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

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

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

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

2.20 SETTLEMENT OF DISPUTE

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer (**General Manager (ES, TS & Project Director-KN800 HVDC)**) for amicable resolution by the parties. who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

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

2.20.1 CONCILIATION

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

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

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

2.20.2 ARBITRATION

- i) Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. **"India International Arbitration Centre (IIAC) Delhi"** and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Executive Director, TBG, BHEL, Noida**, 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.
- iii) After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv) The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v) The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be **Delhi**
- vi) Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **Delhi**.
- vii) Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii) The 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.

- ix) 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.
- x) In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause 2.20.2 (ix). Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

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

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

2.20.4 NO INTEREST PAYABLE TO CONTRACTOR

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

2.21 CONSEQUENTIAL LOSS

2.21.1 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.

2.22 TERMS OF PAYMENTS

2.22.1 For BOQ items (1 to 6)

80% of the contract item price on the monthly progressive bills on prorated basis after Unloading, Shifting to Open/Covered Stores and Proper Stacking as certified by site in charge.

Note: If unloading and stacking is done by BHEL/Other Agency, the payment under this head (i.e. 80%) shall not be paid to the Contractor.

10% of the contract item price on the monthly progressive bills on prorated basis after Verification of Material and Updation of Receipt details, in store Material Registers/BHEL MM Package system. Updation of Verification details in Material stock registers, Submission of reports as per specified formats for shortage/open delivery, lodging of police reports if required, documents for insurance claims etc, and preparation of Material Receipt Certificates (MRC) in prescribed formats where ever applicable, as certified by BHEL site In-charge

Last 10% of the contract item price on the monthly progressive bills on prorate basis after Identification of material in ready to lift position for issue to BHEL/ Erection agency/, and updation of issue details in stores Records and completion of all Completion of contractual obligations, as certified by BHEL site In-charge.

2.22.2 For BOQ items (7)

80% of the contract item price on the monthly progressive bills on prorate basis after Loading and transportation of Material as certified by site in charge.

10% of the contract item price on the monthly progressive bills on prorate basis after Unloading and stacking, as certified by BHEL site In-charge

Last 10% Updation of store material register / BHEL MM package system, as certified by BHEL site In-charge.

2.22.3 For BOQ items (8 to 16)

100% of the contract item price on the monthly progressive bills on pro rata basis against submission of invoice and on certification of engineer in-charge of BHEL.

2.23 PERFORMANCE GUARANTEE FOR WORKMANSHIP

2.23.1 Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.

2.23.2 BHEL shall release the Security Deposit subject to the following

- i) Contractor has submitted 'Final Bill'
- ii) Guarantee period as per contract has expired
- iii) Contractor has furnished 'No Claim Certificate' as per clause no. 2.6.10 of GCC
- iv) BHEL Site Engineer/Construction Manager has furnished the 'No Demand Certificate' in specified format
- v) Contractor has carried out the works required to be carried out by him during the period of Guarantee and all expenses incurred by BHEL on carrying out such works is included for adjustment from the Security Deposit refundable.

2.24 CLOSING OF CONTRACTS

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

2.25 SUSPENSION OF BUSINESS DEALINGS

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

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

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

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

2.26 LIMITATION ON LIABILITY:

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

2.27 NON-DISCLOSURE AGREEMENT:

The bidders shall enter into the Non-disclosure agreement totally voluntarily, with full knowledge of its meaning and without duress. (Format F-08).

2.28 CARTEL FORMATION

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

2.29 FRAUD PREVENTION POLICY

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

2.30 ORDER OF PRECEDENCE

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

- I. Contract agreement with its Amendments
- II. Work order with its amendments
- III. Letter of Award with its Amendments
- IV. Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- V. Notice Inviting Tender (NIT)
- VI. Price Bid
- VII. Technical Conditions of Contract (TCC)—Volume-A
- VIII. General Conditions of Contract (GCC) —Volume-B
- IX. Forms and Procedures —Volume-C

2.31 OTHER ISSUES

- 2.31.1** Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- 2.31.2** In case of any conflict between the General Conditions of Contract and Special Conditions of Contract, provisions contained in the Special Conditions of Contract shall prevail.
- 2.31.3** Unless otherwise specified in NIT, offers from 'Consortium'/ 'JVs (formed specifically for participating in the tender)', shall not be considered.



Bharat Heavy Electrical Limited

(A Govt. of India Undertaking)

Transmission Business Group-Subcontracting Management

5th Floor, BHEL Sadan, Plot-25, Sector-16A, Noida, UP-201301

VOLUME-C
FORMS
AND
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BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP

FORMS & PROCEDURES

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1.11	Analysis of Unit Rates Quoted	F-11 (Rev 00)	
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1.13	Proforma of Insurance Surety Bond towards Earnest Money Deposit	F-17 (Rev 00)	
1.14	Bank Guarantee for Performance Security	F-18 (Rev 00)	WAM-22
1.15	Proforma of Insurance Surety Bond towards Security Deposit	F-19 (Rev 00)	
1.16	Indemnity Bond	F-24 (Rev 00)	
1.17	RA Bill Format	F-26 (Rev 00)	WAM-6
1.18	Final Bill Submission format with No Claim Certificate and No Demand Certificate	F-27 (Rev 00)	WAM-7
1.19	Refund of Security Deposit	F-28 (Rev 00)	WAM-10
2.0	Procedure for Conduct of Conciliation Proceedings Process		
2.1	Statement of Claim/Counter Claim To Be Submitted To IEC By Both The Parties	F-30 (Rev 00)	
2.2	Format For Notice Invoking Conciliation Clause By BHEL For Referring The Disputes To Conciliation Through IEC	F-31 (Rev 00)	
2.3	Format For Notice Invoking Conciliation Clause by a stakeholder for referring the Disputes for conciliation through IEC	F-32 (Rev 00)	
2.4	Format for intimation to the Arbitrator about Appointment of Conciliator/IEC	F-33 (Rev 00)	
	Annexure – 01 for Current list of BHEL Consortium Bank		

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Transmission Business Group (TBG) in accordance with the terms and conditions thereof.

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

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

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

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

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

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Place:

Enclosed: Copy of Valid Power of Attorney

POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT AGREEMENT
(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised)

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness:

Notary Public

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

**Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301**

Dear Sir,

Sub : Declaration by Authorized Signatory regarding Authenticity of submitted documents.

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

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying /supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

Date:

Place:

NO DEVIATION CERTIFICATE

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

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : **No Deviation Certificate**

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

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable).

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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

Date:

Place:

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : Declaration confirming knowledge about Site conditions

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

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

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

Yours faithfully,

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

Date:

Place:

DECLARATION FOR RELATION IN BHEL

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

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

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

Note:

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

NON DISCLOSURE CERTIFICATE

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

I/We understand that BHEL, Transmission Business Group (TBG), is committed to Information Security Management System as per their Information Security Policy.

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

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL, TBG.

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

Date:

Place:

FORMAT FOR E-PAYMENT

To,

AGM/FINANCE

**Transmission Business Group,
Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, Distt. – Gautam Buddha Nagar, UP-201301**

Dear Sir,

Sub: e-Payment vide RTGS/NEFT

I / We hereby request and authorise you to effect E-Payment vide any of the two modes to my bank account as per the details given below:

Vendor Name	
Title / Name of account in the bank	
Account Type (Saving / Current)	
Bank account number	
Name and address of the bank	
Bank / Branch contact person's Name	
Bank / Branch Telephone Number with STD Code	
Bank Branch MICR Code (Please enclose a copy of a cheque. This Cheque should not be a payable at par cheque.)	
Bank Branch RTGS IFSC Code	
Bank Branch NEFT IFSC Code	
Vendor email address	
Name of authorised signatory of Vendor	
Vendor's Contact persons name	

I/We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you,

Name and Designation of Authorised person (s)

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

Bank's Verification
(Manager's / Officer's Signature under bank stamp)

Note : Please attach cancelled original Cheque leaf

FORMAT FOR SEEKING CLARIFICATION

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

To,

Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : Request for Clarification

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

Sl. No	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized
Representative of the Bidder)

Date:

Place:

ANALYSIS OF UNIT RATES QUOTED

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

Offer Reference No:.....

Date:.....

To,
Ashok Kumar Meena
AGM/Subcontracting,
Transmission Business Group, Bharat Heavy Electricals Limited,
5th Floor, BHEL SADAN, Plot No. 25,
Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : Analysis of Unit Rates Quoted

Ref: Tender Specification No:

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

Sl. No.	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	TOTAL	100%	

Yours faithfully,

Date:

Place:

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

CONTRACT AGREEMENT

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Transmission Business Group
5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301

AGREEMENT NO. _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF AWARD NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/s _____ (hereinafter called the 'Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.----- dated ----- And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Award No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Award dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished to BHEL Security Deposit in the following form;
 - a) Cash portion of EMD of Rs.----- submitted vide _____ has been retained as part of SD.
 - b) Rs. _____ in the form of cash/ approved Securities.
 - c) Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid up to -----
4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of Award has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax as per prevailing Income Tax Act.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the Letter of Award shall prevail.

16. The following documents

a) Invitation to Tender No-----and the documents specified therein.

b) Contractor's Offer No----- dated-----

c) _____

d) _____

e) _____

f) Letter of Award No_____ dated_____

g) _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

1.

2.

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

WITNESS

1.

2.

(For and on behalf of BHEL)

PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

**Bharat Heavy Electricals Limited,
Transmission Business Group (TBG), 5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sirs,

In accordance with Invitation for Bids under your Tender Ref. No., M/s.....
[Bidder's Name] having its Registered/Head Office at
(hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package]
..... as an irrevocable

Insurance Surety Bond against Earnest Money Deposit for an amount of(*) valid for
.....(**) days from(***) required to be submitted by the Bidder as a condition precedent for
participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as
mentioned under the Bidding Documents.

We, the [Name & address of the Insurer] having our Head Office at
.....(#)..... guarantee and undertake to pay immediately on demand by **Bharat Heavy
Electricals Limited** (hereinafter called the 'Employer') the amount of(*) without any
reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and
binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to
the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and remain in full force for a period of
.....(**) days from the latest due date of bid opening and a claim period of(@).....days. If any further
extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not
exceeding one year) on receiving instructions from M/s [Bidder's Name] on whose behalf this
Insurance Surety Bond is issued.

PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT

(To be stamped in accordance with Stamp Act of India)

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of..... 20..... at

(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)
Authorised Vide Power of Attorney
No.....
Date.....

WITNESS :

1.(Signature)
.....(Name)
.....(Official Address)

2.(Signature)
.....(Name)
.....(Official Address)

NOTE :

1. (*) The amount as specified in the Notice inviting Tender (NIT).
 (**) This shall be the duration of Offer Validity Date.
 (***) This shall be the latest date of opening of Techno-Commercial bids.
 (#) Complete mailing address of the Head Office of the Insurer to be given.
 (@) This date shall be expiry of claim period & may be kept 3-6 months beyond the validity date
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state (s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India and only from any of BHEL's Consortium Banks)

Bank Guarantee No:

Date:.....

To

**Bharat Heavy Electricals Limited,
Transmission Business Group (TBG), 5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sirs,

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

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

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

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

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

We 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/satisfactory completion of the performance guarantee

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India and only from any of BHEL's Consortium Banks)

period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India and only from any of BHEL's Consortium Banks)

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

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

For and on behalf of
(Name of the Bank)

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 CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE : The validity of Bank Guarantee towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months

⁸ DATE OF EXPIRY OF CLAIM PERIOD : The Claim period may be kept 3 to 6 months beyond the validity date

Note:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India and only from any of BHEL's Consortium Banks)

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

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

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

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

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMNCE SECURITY

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.....

Date.....

To,

**Bharat Heavy Electricals Limited,
Transmission Business Group (TBG), 5th Floor, BHEL SADAN,
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sirs,

In consideration, to **Bharat Heavy Electricals Limited** (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), for having awarded, **M/s ... (Contractor's name) ...** having its Registered /Head Office at ... (Address) ... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Letter of Award No.
dated ...dd/mm/yyyy... and the same having been unequivocally accepted by the contractor, valued at **Rs. (Rupees only)** and the Contractor having agreed to provide Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract equivalent to% (percent) of the said value of the Contract to the Employer amounting **Rs. (Rupees Only).**

We **[Name & Address of the Insurer]** having its Head Office at (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor in terms of the agreement to provide Security Deposit, to the extent of **Rs (Rupees Only)** as aforesaid at any time up to **...dd/mm/yyyy... [#]** without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or the Insurer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till **...dd/mm/yyyy... [@]**.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMNCE SECURITY

(To be stamped in accordance with Stamp Act of India)

purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, 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.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to **Rs.** **(Rupees Only)** and it shall remain in force up to and including ...**dd/mm/yyyy... [#]** and shall be extended from time to time for such period, as may be desired by **M/s ... (Contractor's name)...** on whose behalf this Insurance Surety Bond has been given.

Dated this..... day of..... 20 at.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorised Vide Power of Attorney

No.....

Date.....

WITNESS :

1.(Signature)

.....(Name)

.....(Official Address)

2.(Signature)

PROFORMA OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act of India)

.....(Name)

.....(Official Address)

Notes:

- 1) **# Validity date:** The validity of Insurance Surety Bond towards Security Deposit shall be till actual completion work (Contract period) + Guarantee Period + 3 months.
- 2) **@ Date of Expiry of Claim Period:** The Claim period may be kept 3 to 6 months beyond the validity date.
- 3) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- 4) The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- 5) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond

INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Bharat Heavy Electricals Limited, TBG, BHEL SADAN, Plot No. 25, Sector-16A, Noida, (U.P.) – 201301 (Hereinafter referred to as the Company) And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of “xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx”.

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of
M/s xxxxxxxxxxxxxxxxxxxx

Witness:

- 1.
- 2.

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
Running Account Bill
(Para 4.3.1 of Works Accounts Manual)

Name of the Contractor

Name of the Work:

Sanctioned Estimate:

Code No.:

Contract Agreement No.:

Dated:

Division:

Date of written order to commence the Work:

Date of commencement of work:

Due date of completion as per agreement

Date of approval of Competent Authority for time extension as applicable (copy to be enclosed).

Departmental Bill No.

Date:

Sub-Division:

Period of work covered in this bill:

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item No. of work	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity executed since last RA bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

** 1. Whenever payment is made on adhoc basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12
 2. Whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total upto date in column 3 may become nil.

Total value of work done upto date (A) -----

Deduct value of work shown on the last Running Account Bill (B) -----

Net value of work done since last Running Account Bill (C) -----

Rupees (in words) Only

Note :

Wherever adhoc payments to contractors against running bills are made in accordance with the extant Works Policy, the amount so paid shall be adjusted.

Form WAM 6 (Contd).

II. MEMORANDUM OF PAYMENTS

		I	II
1.	Total value of work actually measured as per Account No. I, Column 10	(A) -----	-----
2.	Total upto date adhoc payment for work covered by approximate or plan measurements as per Account I, Col. 3	(B) -----	-----
4.	Total upto date payments [(A)+(B)]	(C) -----	-----
5.	Total amount of payments already made as per entry (D) of last Running Account Bill No. dated forwarded to the Accounts Department on	(D) -----	-----
6.	Balance [(C) - (D)]		-----
7.	Payments now to be made:	-----	
	a) by cash / cheque	-----	
	b) by deduction for value of materials supplied by BHEL vide Annexure A attached	-----	
	c) by deduction for hire of tools and plant vide Annexure B attached	-----	
	d) by deduction for other charges vide Annexure C attached	-----	
	e) by deduction on account of security deposit	-----	
	f) by deduction on account of Income Tax		-----

Note : Amounts relating to items 4 to 6 above should be entered in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

III. CERTIFICATE OF THE ENGINEER IN CHARGE

1	The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by ----- and are reorded at pages - ----- of Measurement Book No. ----- (Name and Designation)
2	Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc. forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D)
3	Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than the adhoc payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.
4	Certified that measurements by Engineer-incharge and test check of prescribed percentage of measurements by the concerned superior authorities has been carried out.
5	Certified that there are no pending recoveries from the contractor on account of chargeable items (e.g T&P, consumables, material, etc.) issued either by BHEL or by the customer and other recoveries like power, water, quarter, tax liability towards declaration forms etc.
6	Certified that with regard to the free issues, regular reconciliation is being done, completed upto ----- and there are no recoveries pending from the contractor on account of such issues in excess of requirement for execution of work as per contract.
7	Certified that there is no pending recovery for damaged material issued free of cost.
8	Certified that the contractor has fulfilled all the requirements as per contract with reference to statutory obligations (PF, ESI, Minimum Wages, BOCW, Insurance etc.), support services such as service manpower, computer system , T&P etc

Signature of Contractor

Signature of Engineer in Charge

Designation:

Date:

Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

1	Certified that the measurements have been check measured to the prescribed extent by at site and also by the undersigned and the relevant entries have been initialed in the Measurement Book. (vide pages) (Name and Designation)
2	Certified that all the measurements recorded in the measurement book have been correctly billed for
3	Certified that all recoverable amounts in respect of materials tools and plant etc. and other charges have been correctly made vide annexures A to C attached.

Certified for payment * of Rs. (Rupees only)

* Here specify the net amount payable.

Date:

Signature of Senior Engineer

V. ENTRIES TO BE MADE IN THE FINANCE DEPARTMENT

Accounts Bill No. ----- dated ----- Entered in Journal Book vide entry No. ----- dated ----- Passed for ----- Rs.----- Less Deductions ----- Rs.----- Net amount payable ----- Rs.----- (Rupees ----- only) Payable to Shri / M/s ----- by cheque / cash Entered in Contractors ledger No. ----- Page -----	Estimate No : Name of Work : Account code head Total	Code No.: ALLOCATION Debit (Gross amount)	Credit (Deductions)
--	--	--	------------------------

Assistant

Date:

Accountant

Date:

Finance Executive

Date:

ANNEXURE A

Statement showing details of materials issued to the contractor Shri / M/S..... in respect of Contract Agreement / Work Order No.....Dated..... and covered by the agreement

Sl.No.	Stores Issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued issued to the contractor	Quantity issued		Quantity actually incorporated in the work	Balance quantity with contractor		If recoverable from the contractor				Remarks
				Free	Chargeable		Free	Chargeabl	Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Total

--	--	--	--

Certified that (balance quantity of free issue material as per Col. 8 above) is physically available with the Contractor.

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date:

Date:

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s..... in respect of Contract Agreement No.....Dated.....

Sl. No.	Description of Tools and Plant Issued	Period for which issued	Rate at which recovery is to be made	Amount recoverable	Amount recovered upto previous bill	Balance Recovered now	Remarks
1	2	3	4	5	6	7	8

TOTAL

--	--	--

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date :

Date :

Date:

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s-----in respect of contract Agreement No.Dated

S. No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered up to previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Seignorage charges							
4	Medical charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								

TOTAL

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date:

ANNEXURE D
DEVIATION STATEMENT

Name of the Contractor:

Contract Agreement No

Name of Work:

Date:

S. No.	Description of Item	Unit	Quantity as per agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement	Rate as executed	Amount as per agreement	Amount as executed	Amount further anticipated	Total Amount anticipated on completion	Difference		Reason for deviation with authority, if any
													Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

Form WAM 7

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
.....And Final Bill
(Para 4.3.2 of Works Accounts Manual)

Departmental Bill No:

Date:

Name of the Contractor:

Name of the Work:

Division:

Date of Written order to commence the work:

Sub-Division:

Sanctioned Estimate:

Date of commencement of the Work:

Contract Agreement/ Work Order No:

Dated:

Due date of completion as per Agreement:

Date of actual completion of the work:

I. ACCOUNT OF WORK EXECUTED

Adhoc payment for work not previously measured **			Item no. of the agreement / work order	Description of work	Quantity as per agreement	Quantity executed upto date	Rate	Unit	Payment on the basis of actual measurement upto date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks
Total as per last running account bill	Since last running account bill	Total upto date										
1	2	3	4	5	6	7	8	9	10	11	12	13

** Whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total upto date in column 3 may become nil.

Total value of work done upto date (A) -----

Deduct value of work shown on the last Running Account Bill (B) -----

Net value of work done since last Running Account Bill (C) -----

Rupees (in words) Only

Form WAM 7 (Contd.)

II. MEMORANDUM OF PAYMENTS

1	Total value of work actually measured as per Account No. I column 10	(A)	-----
2	Deduct amount of payments already made as per last running account bill No. dated	(B)	-----
3	Payment now to be made [(A) - (B)]	(C)	-----
4	Deduct amounts recoverable from the contractor on account of :		
	a) Materials supplied by BHEL vide Annexure A attached		-----
	b) Hire of tools and plant vide Annexure B attached		-----
	c) Other charges vide Annexure C attached		-----
	d) Income Tax		-----
	Total Deductions		-----
5	Balance		-----
6	Refunds of Security Deposit		-----
7	Net amount to be paid to the contractor		-----
	Net value Rupees (in words)		Only

I/ We hereby certify that I/We have performed the work as per the terms and conditions of Contract Agreement/Work Order No.....Dated.....for which payment is claimed as above and that I/We have no further claim under this agreement/work order.

Signature of the Contractor

Date:

III CERTIFICATE OF THE ENGINEER IN CHARGE

1. The measurements on which the entries in columns 7 to 11 of Part I of this bill (Account of work executed) are based were made by.....
are recorded at pages.....of measurement book No..... (Name and Designation)

2. A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer incharge

Designation:

IV CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and conditions, schedules, specifications and drawings etc., forming part of the contract agreement, subject to the deviations noted in Deviation Statement (Annexure D).

2. Certified that the measurements have been check measured to the prescribed extent by..... and by the undersigned at site and the relevant entries have been initiated in the measurement book (vide pages.....) (Name and Designation)

3. Certified that the methods of measurement are correct.

4. Certified that the measurements have been technically checked with reference to contract drawings, deviations etc.

5. Certified that the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.

6. Certified that all recoverable amounts in respect of stores, tools and plant, water, electricity charges etc. have been correctly made vide Annexures A to C and that there are no other demands outstanding against the contractor on this contract.

7. Certified that the issues of all stores as per statement attached (whether charged to the contractor or direct to the work) have been technically checked and represent fair and reasonable issues for the items of work executed vide Annexure E.

8. Certified that all statutory requirements including PF, ESI, Minimum wages, Insurance, GST, BOCW, etc. are complied with by the Contractor. This should be duly backed by the relevant documents.

Certified for payment of * Rs.....(Rupees.....only).

***Here specify the net amount payable**

Signature of Senior Engineer

Date

IV ENTRIES TO BE MADE IN THE FINANCE DEPARTMENT

Passed for.....Rs.....
Less Deductions.....Rs.....
Net Amount Payable.....Rs.....
(Rupees.....only)

Account code head	Debit	Credit
	(Gross Amount)	(Deductions)
TOTAL		

Assistant

Accountant

Finance Executive

Date:

Date:

Date:

Form WAM 7 (Contd.)

**ANNEXURE A
Part I**

Statement showing details of materials issued to the contractor Shri / M/S.....in respect of Contract Agreement / Work Order No.....Dated..... and covered by the agreement.

Sl.No.	Stores Issue Voucher No. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from t he Contractor					
							Rate at which recoverable	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks	
1	2	3	4	5	6	7	8	9	10	11	12	
Total												

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date:

Date:

Date:

**ANNEXURE A
Part II**

Statement showing details of materials issued to the contractor Shri / M/S..... in respect of Contract Agreement / Work Order No.....Dated..... and not covered by the agreement

Sl.No	Stores Issue Voucher No.and Date	Issue Voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8	9	10	11

TOTAL

Add Departmental Charges

Add GST (Wherever applicable)

GRAND TOTAL

Signature of Contractor

Signature of Engineer-in-Charge

Signature of Senior Engineer

Date:

Date:

Date:

Note: Cost of materials recovered in this bill should be shown against item 4 (a) of the memorandum of payments. The amounts of taxes and departmental charges recovered in this bill should be incorporated in Annexure C.

Form WAM 7 (Contd.)

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri /M/S.....in respect of contract Agreement / Work Order No.....Dated.....

Sl.No.	Description of Tools and Plant Issued	Period for which issued	Rate at which recovery is to be made	Amount recoverable	Amount recovered upto previous bill	Balance now recovered	Remarks
1	2	3	4	5	6	7	8

TOTAL

--	--	--

Signature of Contractor
Date

Signature of Engineer-in-Charge
Date

Signature of Senior Engineer
Date

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s..... In respect of Contract Agreement / Work Order No.....Dated.....

Sl.No.	Particulars	Unit	Quantity	Rate	Amount recoverable	Amount recovered upto previous bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1	Water charges							
2	Electricity charges							
3	Medical charges							
4	Cost of empty gunny bags and empty containers not returned							
5								
6								
7								

TOTAL

--	--	--

Signature of Contractor
Date

Signature of Engineer in Charge
Date

Signature of Senior Engineer
Date

Form WAM 7 (Contd.)

**ANNEXURE D
DEVIATION STATEMENT**

Name of the Contractor:
Name of the Work:

Contract Agreement/Work Order No.
Date:

SL. No.	Description of Item	Unit	Quantity as per agreement	Quantity as executed	Rate as per agreement	Rate as executed	Amount as per agreement	Amount as executed	Difference		Reason for the deviation with authority, if any
									Excess	Savings	
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE E

Statement showing the consumption of materials issued to the contractor Shri/M/s..... in respect of Contract Agreement / Work Order No.....Dated.....

Name of the Work:

ON RECOVERY BASIS

SL. No.	Description of material	Unit	Quantity actually issued	Quantity actually incorporated in the work	Balance	Particulars of disposal of balance	Quantity to be issued as per approved data for work actually done	Variation in consumption (difference between colom 5 & 8)		Rate chargeable for excess/short consumption, if any	Amount Recoverable for excess/short consumption, including materials not returned, if any	Remarks
								More	Less			
1	Cement											
2	Bricks											
3	Wood											
4	Asbestos Sheet											
5	Iron Material											
6												
7												

Signature of Contractor
Date:
Note

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

- The quantities shown in columns 4 and 5 above should tally with those shown in columns 5 & 6 respectively of Annexure A (Part I and II)
- Data statement of theoretical consumption should be attached in support of quantity specified in column 8.

ANNEXURE F

Form WAM 7 (Contd.)

Statement showing details of materials issued to the contractor Shri/M/s..... in respect of Contract Agreement / Work Order No.....dated.....

Name of the Work:

FREE OF COST

Sl.No	Stores Issue Voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance (if any)	Nature of disposal for the balance	Rate chargeable for material not returned	Amount recoverable for material not returned	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Signature of Contractor
Date:

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

Form WAM 7 (Contd.)

ANNEXURE G
QUESTIONNAIRE TO BE ANSWERED BY THE ENGINEER IN CHARGE AND SENIOR ENGINEER
(Correct particulars and answers to be recorded)

1. Name of the Work:
2. Name of the Contractor:
3. Date of commencement of the Work:
4. Contract agreement /Work Order No. and date:
5. Reference to the supplementary Agreement No. if any:
6. Whether administrative approval and technical sanction has been accorded by the competent authority? If so, cite reference?
7. Whether sanction of the competent authority and financial concurrence of the Finance Department for award of the work has been accorded? If so, cite reference.
8. Whether the work has been completed in time? If not whether penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Finance Department with reasons for grant of extension? (Due and actual date of completion of the work and reference to letter No. and date granting the extension of time should be given).
9. (a) Whether the rates allowed in the bill have been checked with the contract agreement?
 (b) Whether the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the Finance Department together with rate analysis? If so, cite reference
10. Whether deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.
11. Whether the rates of recovery of stores issued to the contractor which are not provided for in the contract agreement have been settled in consultation with Finance?
12. Whether discrepancies pointed out by the Finance department in the stores statement have been reconciled and accepted by the Finance Department?
13. Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores department and the No. and date of such returned stores vouchers have been shown in Stores statement? If not, whether the cost of such excess materials has been recovered at the prescribed rate? Whether consumption statements in respect of materials chargeable to the work have been attached to the bill?
14. Whether consumption of materials shown has been technically checked by Senior Engineer?
15. Whether materials issued and used in the work is not less than that required for consumption in work according to our specifications? If consumption is less, whether necessary recovery has been made in the bill?
16. Whether measurements have been checked by the Engineer and Senior Engineer to the extent required and certificates of check recorded in the measurement books?
17. Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated to the Finance Department?
18. Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially?
19. Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.
20. Whether all advance payments on running accounts have been recovered?
21. Whether all the recoveries due for services given to the contractor like rent of accommodation, water charges, electricity charges have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?
22. Whether the files containing abstracts from measurement books/standard measurement books have been completed/updated?
23. Whether hire charges for tools & plant have been recovered and the statement of hire charges with full details attached?
24. Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer Incharge/Senior Engineer and whether recoveries have been made for defective works, if any?
25. Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?
26. Whether final measurements have been taken as soon as possible after completion of the work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to finance department?
27. In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to finance department?
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimate?
29. Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of the Senior Engineer, what action has been taken for obtaining the approval of the authority competent to sanction the excess?
30. (a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period?
 (b) If not whether security deposit has been proposed to be recovered from the final bill?
31. Whether all the previous audit objections raised on running account bills have been settled? If so, cite references.

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
Claim for Refund of Security Deposit
(Para 4.7.4 of Works Accounts Manual)

Ref No.:

Date:

1. Name and address of the contractor :
2. Contract Agreement/Work Order No. :
3. Date of contract agreement/work order :
4. Name of the work undertaken :
5. Date of commencement of the work :
6. Date of completion of the work :
7. Date on which security deposit refund falls due as per contract:
8. Amount deposited/recovered

Details	Mode	Amount

9. LESS amounts recoverable (with details)

- I. Amount spent by BHEL on maintenance :
- II. Payments made on behalf of contractor :
- III. Court dues / penalties / compensation :
- IV. Other recoveries for services etc. :
- V. Security deposit released with final bill (%) :

10. Net amount recommended for release (8-9)

Details	Mode	Amount

Date:

Signature of Engineer in Charge:

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHELfor the work done or for labor or material supplied or any other account arising out of or connected with the contract agreement/work order (No.....dated) and the payment of this bill shall be in full and final.

Date:**Signature of Contractor****CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER**

Certified that

- The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the contractor;
- The maintenance period as per the contract agreement is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction, and all expenses incurred by the company on carrying out such works have been included for adjustment;
- All the objections raised so far have been settled;
- A note of refund of security deposit has been made in the measurement book and contract agreement/work order.

Date:**Signature of Senior Engineer****FOR USE IN FINANCE DEPARTMENT**

Passed for

Rs.....(Rupees.....
.....only)

Accountant**Accounts Officer**

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

- 1.** The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
- 2.** The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counterclaims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Form-31** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Form-32** hereto.
- 3.** The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
- 4.** The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Form-33**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Form-30**.
- 5.** The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
- 6.** The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months

with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a.** On the date of signing of the Settlement agreement by the Parties; or,
- b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)

SNo	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p> <p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
5	Venue for meeting	<p>Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region /</p>

Sl No	Particulars	Amount
		Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

FORM FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Form may be suitably modified, as required, based on facts and circumstances of the case.

**FORM FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,
BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above- referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of the Stakeholder

Note: The Form may be suitably modified, as required, based on facts and circumstances of the case.

FORM FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a)

b)

c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Form 29 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Form may be suitably modified, as required, based on facts and circumstances of the case.

ANNEXURE – 01

The current list of approved BHEL Consortium Banks

List of Consortium Banks	
Sl No	Name of Bank
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Indian Overseas Bank
16	Kotak Mahindra Bank Limited
17	Federal Bank Limited
18	HSBC
19	South Indian Bank

NIT HSE SPECIFICATIONS



Health Safety and Environment Management System

TRANSMISSION BUSINESS GROUP, NOIDA



BHARAT HEAVY ELECTRICALS LIMITED

	Transmission Business Group Department of Health, Safety & Environment, Noida	Doc No. TBG/HSE/NIT-01 Rev No. : 03 Date: 31.03.26
	NIT HSE Specifications	Page- 1 of 22



Transmission Business Group, Noida

DOCUMENT CONTROL			
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Revision number:	03	Revision date :	31.03.2026
	Prepared by		Approved and Issued for use by
Name	Arvind Kumar Pandey		
Designation	Sr. Engineer		Head/HSE
Signature	-sd-		
Date	31.03.2026		
Doc. copy issue no. :		Doc. copy issue date :	
Issued to :	Name	Designation	Signature
Issued by :	Name	Designation	Signature

BHARAT HEAVY ELECTRICALS LIMITED


TRANSMISSION BUSINESS GROUP

	Transmission Business Group Department of Health, Safety & Environment, Noida	Doc No. TBG/HSE/NIT-01 Rev No. : 03 Date: 31.03.26
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Preamble: BHEL-TBG, through its long experience and policies, has developed a strong culture of prioritizing societal well-being, environmental protection, and the occupational health and safety of its workforce. Transparency in all business dealings is also a hallmark of TBG. In line with this culture, this NIT HSE Specification provides a concise glimpse of TBG's HSE requirements, drawn from the detailed document '**HSE Plan for Site Operations (for Sub-contractors), Doc. No. HSEP-14'**. While the complete HSE provisions with applicable formats are covered in HSEP-14, this annexure serves as a primary reference to highlight the major compliances that must 100% be adhered to by the successful bidder during contract execution. All interested bidders are advised to carefully review these HSE specifications before quoting.

1. BHEL HSE Policy

(Rev-03)




स्वास्थ्य, सुरक्षा एवं पर्यावरण नीति

बीएचईएल अपने कर्मचारियों और संगठन के लिए काम करने वाले अन्य लोगों के व्यावसायिक स्वास्थ्य और सुरक्षा को सुनिश्चित करने और सक्रिय नेतृत्व के माध्यम से अपनी गतिविधियों, उत्पादों और सेवाओं के पर्यावरणीय पदचिह्नों को कम करने एवं आवश्यक संसाधनों की उपलब्धता सुनिश्चित करने के लिए प्रतिबद्ध है। इसके अलावा, हम अपने पर्यावरण, सामाजिक और प्रशासन (ESG) प्रदर्शन को निम्नलिखित द्वारा लगातार बेहतर बनाने के लिए प्रतिबद्ध हैं:

- शून्य क्षति के लक्ष्य को प्राप्त करने के उद्देश्य से सुरक्षा संस्कृति को मजबूत करना,
- प्रदूषण की रोकथाम, जैव विविधता और पारिस्थितिकी तंत्र की सुरक्षा और जलवायु परिवर्तन शमन (mitigation) और अनुकूलन सहित पर्यावरण की सुरक्षा के लिए गतिविधियों को और सुदृढ़ता से करना,
- 2047 तक शुद्ध शून्य (Net Zero) उत्सर्जन (स्कोप 1 और स्कोप 2) प्राप्त करने के लिए कदम उठाना,
- संसाधनों का संरक्षण करना तथा उनका उपयोग कम करना / पुनर्चक्रण करना / पुनः उपयोग करने (Reduce / Recycle / Reuse) के दृष्टिकोण के आधार पर स्थायी अपशिष्ट प्रबंधन प्रथाओं को अपनाना,
- उन्मूलन / प्रतिस्थापन / कमी / नियंत्रण (elimination / substitution / reduction / control) दृष्टिकोण के माध्यम से पर्यावरणीय प्रभावों तथा व्यावसायिक स्वास्थ्य एवं सुरक्षा जोखिमों का प्रबंधन करना,
- लागू विधानों, विनियमों तथा बीएचईएल प्रबंधन प्रणालियों का अनुपालन सुनिश्चित करना,
- व्यावसायिक निर्णयों, उत्पादों की ब्रह्मचरणा एवं डिजाइन, संयंत्रों, प्रौद्योगिकियों एवं सेवाओं के चयन, खरीद तथा आउटसोर्स प्रक्रियाओं में उपयुक्त व्यावसायिक स्वास्थ्य, सुरक्षा एवं पर्यावरण मानदंडों को शामिल करना,
- एच.एस.ई. प्रबंधन प्रणाली (एच.एस.ई.एम.एस.) में सुधार के लिए श्रमिकों एवं अन्य हितधारकों से परामर्श एवं भागीदारी सुनिश्चित करना तथा उनकी प्रासंगिकता, उपयुक्तता एवं प्रभावशीलता सुनिश्चित करने के लिए समय-समय पर इस नीति एवं एच.एस.ई.एम.एस. की समीक्षा करना,
- हमारे कार्यस्थलों पर कार्यरत व्यक्तियों को उचित संरचित प्रशिक्षण प्रदान करना तथा एच.एस.ई. मुद्दों पर ग्राहकों, ठेकेदारों एवं आपूर्तिकर्ताओं के बीच जागरूकता को बढ़ावा देना,
- बीएचईएल के भीतर इस नीति का संचार करना तथा ड्यूक पक्षों को इसे उपलब्ध कराना।

(यह नीति अभ्यक्ष एवं प्रबंध निदेशक, बीएचईएल द्वारा अनुमोदित है)



भारत हेवी इलेक्ट्रिकल्स लिमिटेड



Health, Safety & Environment Policy

BHEL is committed to ensure occupational health & safety of its employees and other people working for the organisation and minimising the environmental footprints of its activities, products and services through active leadership and ensuring availability of required resources. Further, we commit to continually improve our Environmental, Social and Governance (ESG) performance by:

- Strengthening safety culture with an objective to attain Zero Harm,
- Taking up activities for protection of the environment, including prevention of pollution, protection of biodiversity & ecosystems and climate change mitigation & adaptation,
- Taking steps for attaining Net Zero emissions (Scope 1 and Scope 2) by 2047,
- Conserving resources and adopting sustainable waste management practices based on Reduce / Recycle / Reuse approach,
- Managing Environmental impacts and Occupational Health & Safety risks through elimination / substitution / reduction / control approach,
- Ensuring compliance with applicable legislations, regulations and BHEL Management Systems,
- Incorporating appropriate Occupational Health, Safety and Environment criteria into business decisions, conceptualisation and design of products, selection of plants, technologies and services, procurements and in outsourced processes,
- Ensuring consultation and participation of workers and other stakeholders for improvements in the HSE Management System (HSEMS) and reviewing periodically this policy and HSEMS to ensure their relevance, appropriateness and effectiveness,
- Imparting appropriate structured training to persons engaged at our workplaces and promoting awareness amongst customers, contractors and suppliers on HSE issues,
- Communicating this policy within BHEL and making it available to interested parties.

(This policy bears the approval of Chairman & Managing Director, BHEL)



Bharat Heavy Electricals Limited

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2. Legal/Statutory Compliances:

- a. **Statutory Provisions:** All the sub-contractors are to comply with client specific rules and procedures, the National legislations and codes, in particular the following or their revised versions:

S.no.	Acts/Rules Name	S.no	Acts/Rules Name
1	The Code on Wages, 2019	13	Contractor labour Act, 1970 (Regulation and abolition) (4)
2	The Industrial Relations Code, 2020	14	Provident fund Act, 1952 (3)
3	The Code on Social Security, 2020	15	Payment of gratuity Act, 1972 (3)
4	The Occupational Safety, Health and Working Conditions Code, 2020	16	Indian Explosives Act and the explosives Rules 2008
5	Buildings and Other Construction Workers Welfare Act, 1996 (4)	17	The Gas Cylinder Rules, 2016, Static and Mobile Pressure Vessels (Unfired) Rules 2016
6	The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (4)	18	The Indian Electricity Act 2003 and Indian Electricity Rules 2005
7	Employee's Compensation Act, 1923 (4)	19	The Atomic Energy Act, 2015
8	Payment of wages Act, 2017 Equal remuneration Act, (1)	20	The atomic energy (Radiation Protection) Rules. 2004
9	Minimum wages Act.1948 (1)	21	National Fire Protection Association (NFPA),
10	Maternity benefit amendment act 2017 (3)	22	National Building Code of India 2016 etc.
11	The Factories Act 1948 (4)	23	The Environment Act 1986
12	Industrial dispute Act, 1947 (2)	24	Employers liability Act, 1938
13	Employees' State Insurance Act, 1948 (3)		

Note: Although new labour codes came into effect from 21.11.2025, yet till the OSHWC Code rules are fully notified and enforced by a State, BOCW Act, Contract Labour Act, Factories Act, etc., continue to apply in that State.

(Rev-03)

- b. **Indian Standard (IS) Codes related to HSE**

All the sub-contractors are to comply with client specific rules and procedures, the National legislations and codes in particular the following or their revised versions:

Srl	IS Code	Applies on
1	IS: 4081 -1986	Safety code for Blasting and Related Drilling operations
2	IS: 3764 -1992	Safety code for excavation work
3	IS: 5121 -1969	Safety code for piling and other deep foundations
4	IS: 2750 -1964	Specification for steel scaffoldings
5	IS: 3696 (Part-I)-1987	Safety code for scaffolds and Ladders: Part- I Scaffolds
6	IS: 3696 (Part-II) -1991	Safety code for scaffolds and Ladders: Part –II Ladders
7	IS: 4082 -1977	Recommendations on stacking and storage of construction materials at site (First revision)
8	IS: 4130-1976	Safety code for demolition of building (First revision)
9	IS: 4912-1978	Safety requirements for floor and wall openings, railings and toe boards (First revision)



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10	IS: 5916- 1970	Safety code for constructions involving use of hot bituminous materials
11	IS: 7205 -1974	Safety code for erection of structural steel work
12	IS: 7969 -1975	Safety code for handling and storage of building materials
13	IS: 8989 -1978	Safety code for erection of concrete framed structures
14	IS: 7293 -1974	Safety code for working with construction machinery
15	IS: 2212 -1991	Pipe lines –Identification –Colour code
16	IS: 5216 -1982	Recommendations on safety procedures & practices in Electrical works (Part -I & II)
17	IS: 875 -1964	Code of practice for structural safety of buildings and loading standards
18	IS: 10386 -1983	General aspects Part-1 -1983, Part-2 -1982, Part-6 -1983, Part-10 -1983- Amenities, Protective clothing and equipment, construction, storage, handling, detection and Safety measures for gases, chemicals and flammable liquids
19	IS: 10500-2012	Drinking water (Specification)
20	IS: 10291 -1982	Code of dress in civil engineering works
21	IS: 2925-1984	Safety helmets
22	IS: 1179-1967	Welding helmets
23	IS: 7524 -1979 (Part-I)	Safety goggles
24	IS: 9167 -1979	Ear muff /Ear plugs
25	IS: 6994 -1973 (Part-I)	Canvas hand gloves, Cotton hand gloves, Chrome leather gloves
26	IS: 4770 -1991	Rubber hand gloves tested for 15,000 volts
27	IS: 3521 -1999	Full body safety harness
28	IS: 11057 -1984	Specification for Industrial safety nets
29	IS: 13415 -1992	Protective Barriers in & around buildings (Code of safety)
30	IS: 13416 -1992	Preventive measures against Hazards at work places-Recommendations part-I Falling materials hazards Prevention part-I
31	IS: 13416 -1992	Preventive measures against Hazards at work places-Recommendations part-II Fall Prevention
32	IS: 15298 -2011 (Part 1&2)	Personal Protective Equipment -Safety shoes
33	IS: 12254 -1993	Poly vinyl chloride (PVC) industrial boots
34	IS: 5557:2004	Industrial and Protective Rubber knee and Ankle boots
35	IS: 2878 -2004	Co2 Type fire extinguisher
36	IS: 2171 -1999	Dry chemical powder fire extinguisher
37	IS: 13849 – 1993	Fire extinguisher for ABC fires
38	IS: 10204-2001	Mechanical Foam type extinguisher (Foam used shall conform to IS: 4989 -1974 and Co2 cartridge shall conform to IS: 4947 -1985)
39	IS: 3786 -1983	Methods for computation of Frequency rate and Severity rates for Industrial injuries and classification of Industrial accidents (First revision)

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3. Standard conditions of Subcontractor mobilization:

- Attend HSE familiarization program at TBG-HQ with his site management team. This will be a half day long awareness session on HSE requirements and compliances which the agency is supposed to fulfil during contract execution at site. The session shall be taken by TBG HSE department on intimation by TBSM. Minutes shall be prepared and shall be jointly signed
- Request for issuance of Form-V in their name from customer on behalf of BHEL
- Get the Labour license registration from concerned Labour office.
- Get the BOCW Registration done along with the labour license.
- Get the labourers registered under BOCW for benefits provided by the office.
- Maintain legal registers of labours as per BOCW requirement.
- Ensure payment of wages to labours not less than the current minimum wages applicable in the premises.
- Ensure PF deduction of labourers and submission of proof to BHEL office (Wage sheet, ECR & Challan copies) duly signed.
- Submit Labour Payment Certificate by 10th of Every month.
- File timely returns, get renewals done and submit a copy to BHEL office.
- Get Workmen's Compensation policy before the start of work, covering all the labourers and staff,
 - Policy should clearly mention the project name and location,
 - should be as per labour class and wage.
 - Should cover all the height workers with clear mention of Max. height.
 - Policy should be submitted to BHEL office and renewal before expiry.
- Issue employment card and identity card to every worker.
- Submit filled and signed RA bill checklist with each bill
- **Judiciously include the cost against safety related expenditures while bidding.**
- Subcontractor shall ensure submission of identity and address proof (preferably Aadhaar card/Voter card) and mobile number of the person to be mobilized at site well in advance.
- Subcontractor shall ensure that the person joining the site has no criminal record.
- Subcontractor shall also ensure the health check-up and induction training is done and the person is covered under employee's compensation insurance policy before he is actually engaged in the work.
- I-card in the prescribed format of BHEL/Customer is mandatory for all the persons of the subcontractor.
- If subcontractor fails to comply with any of the above provisions, BHEL shall not allow the person(s) to enter and work in the project premises. **(Rev-03)**

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4. Labour Welfare and Medical Facilities

a. Labour Welfare

1. Declaration of normal working hours and weekly off day, Payment day & intervals
2. Paid rest days & holidays.
3. Payment of overtime @ twice the normal wage rate.
4. No labour shall be allowed overtime >12 hrs/week, limited to 48 hrs/month.
5. Ensure to provide a dedicated rest and lunch area.
6. Separate Male/Female Toilets and Lavatories, clearly marked in local Language and provided with signage.
7. Cold and clean drinking water facility suitable to strength and near workplace
8. Creche for children of female workers as per BOCW requirements
9. Arranging labour accommodation in hygienic environment with the facilities of Water (Drinking, Sanitation), washing and bathing area, toilets in sufficient nos., clean and safe camps and surrounding, access road, well illuminated camp and roads, display of emergency contacts, transport facility, first aid centre, 24x7 Security etc.
10. Cooking and eating place to be maintained in hygienic condition
11. General awareness of health and hygiene.

b. Medical facilities and Health centres

- Availability of first aid box at every work location and agency office, with contents as per BOCW requirement.
- Emergency vehicle (four-wheeler) at work place with display of driver name and number
- Availability of stretchers in emergency vehicle and in office.
- Availability of trained first aider
- Medical check-up for all the supervisors and workers including cooks, at the time of induction and annually thereafter.
- Tetanus Vaccination for all in every six months.
- Identification and tie-up with nearby reputed hospital(s) and display of their contact number in Emergency contact list.

5. House Keeping & Storage

Housekeeping is a continuous process and is the part of work. Agencies shall maintain safe and presentable housekeeping all the time in their respective areas, common work locations and passage areas. Roads, passages, staircases, entrance/exit gates shall always be maintained obstruction free. No material shall be left or stacked at the roof edges. Agency shall make arrangements to remove scraps on regular basis and dispose them at a space provided by customer, clearly fenced and marked by the sub-contractor as “**SCRAP YARD**”. Suitable arrangement like dedicated housekeeping team and tractor/Farana should be identified for this work.

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Construction materials like shuttering materials, staging materials, cables, re-bars, cements bags, earthing flats and rods, FF pipes, surplus soil etc should be stored/stacked properly such that it should neither pose threat to safety of man nor should obstruct the free movement of man and machineries.

Every sub-contractor should have separate and well-maintained storage area for his own materials, T&Ps, PPEs and BHEL issued materials. Consumables like diesel, cotton, grease, oil, paint, admixtures and other fire potential materials should be stored separately with suitable firefighting facility.

Fire capacity of store area to be assessed and accordingly fire extinguishers shall be planned suiting the class and capacity of fire. Sand heaps may also be stacked in open store yards suitably to use in case of fires.

6. Site Safety

a. Induction and others safety trainings

Every sub-contractor shall make arrangement to provide induction training as per BHEL and/or customer requirement on a pre-approved and fixed module to all its new inductees irrespective of class or grade of appointment/hire. He shall also arrange the required facilities for induction training such as White board and marker, dummy with all PPEs, posters/banners with all the mandatory PPEs.

Sub-contractor shall also arrange for periodic trainings on fire-fighting, first aid, CPR, importance and use of PPEs, electrical safety, hot work safety, Height work safety, confined space, deep excavations and barricading, concreting work safety etc.

b. Deployment of safety personnel by subcontractor:

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Deployment of safety personnel may be done as per the conditions prescribed below. This shall be payable at the approved basis of monthly rates as per **Annexure-1**. The qualification and experience criteria of each type of safety personnel is given in the table below:

Type	Safety personnel	Minimum Qualification & Experience	Remarks
A	Safety officer (To be deployed on need basis, as decided by BHEL site-charge.)	Qualification: A recognised Degree or Diploma in Engineering with a recognised Degree or Diploma in Industrial Safety. Experience: in building and other construction works. - Two years for degree in engineering - Five years for diploma in engineering	Applicable to all projects.
B	Safety supervisor (Max.-1 no.)	Qualification: A recognised Diploma in Engineering or B.Sc. Experience: Two years field experience in construction safety.	For POWERGRID Contracts only (where revised POWERGRID safety plan and GCC-2025

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			are applicable and when total number of workers exceeds 250)
C	Safety steward (Max.-2 nos.)	Qualification: An ITI or 10th pass, having undergone safety training programs and/or understands basic field safety requirements. Experience: field experience in construction safety. - One year for ITI certificate - Five years for 10th pass	For POWERGRID Contracts only (where revised POWERGRID safety plan and GCC-2025 are applicable- 01 safety steward up to 75 workers, second steward- when total number of workers exceed 75)

- a) The provision for deploying Safety Supervisors or Safety Stewards applies exclusively to **POWERGRID projects** to ensure compliance with specific contractual requirements. This deployment is authorized only for projects where the **Revised POWERGRID Safety Plan** and **GCC-2025** have been formally incorporated into the contract.
- b) Safety personnel deployment and extensions are subject to actual site requirements and shall require a prior formal approval from the Sector Head/concerned GM by the BHEL Site In-charge.
- c) Total worker strength mentioned in remarks column in above table refers to the overall manpower deployed at site under BHEL, not to the manpower of any individual subcontractor.
- d) Subcontractor shall ensure deployment of safety personnel as per the stipulated qualification and experience on the direction of BHEL site-in-charge.
- e) The subcontractor shall deploy safety personnel within 15 days of formal written intimation by BHEL.
- f) The subcontractor shall submit the credentials and present the candidate to the BHEL Site In-Charge for verification and assessment of suitability prior to deployment.
- g) BHEL shall have the right to accept or reject the candidate upon verification and assessment. Subcontractor shall submit credentials of another suitable candidate within the original stipulated time of 15 days.
- h) BHEL site in-charge may seek help of HSE-HQ in verification and suitability assessment of the candidate.
- i) The deployed safety personnel by subcontractor shall functionally report to BHEL Site In-Charge for daily duties and work assignments.
- j) Subcontractor shall demobilize the safety personnel and terminate the services on the written instruction of BHEL Site in-charge on an advance notice of not less than a month.

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- k) The subcontractor shall be solely responsible for fulfilling all legal and contractual obligations without additional cost to BHEL. This includes, but is not limited to: applicable minimum wages, medical services, PPE, leave and overtime compensation, transportation, accommodation, and catering.
- l) Additionally, the subcontractor shall provide all necessary administrative resources, including gate pass processing, seating arrangements, secure record storage, stationery, and continuous access to computing and printing facilities.
- m) The safety personnel may be assigned the responsibilities of one or more agencies other than the employing agency as per requirement.
- n) He shall perform his duties in line to meet the requirements of TBG HSE MANAGEMENT SYSTEMS, such as; but not limited to:
- o Ensure compliance to all legal, regulatory, and contractual HSE obligations including customer's contractual requirements.
 - o Implement and monitor BHEL TBG's HSE Manual, Standard Procedures, Formats, Checklists, and Operational Control Procedures (OCPs) in their true spirit within the agency's work area.
 - o Ensures daily toolbox talks, job safety analyses and timely incident investigations.
 - o Maintain and submit safety records, compliance reports, and participate in HSE meetings and audits.
 - o Coordinate with the BHEL site HSE in-charge and lead in organising HSE campaigns, health check-ups, periodic mock drills and participate in regular HSE performance reviews.
 - o conducting site safety inspections, induction trainings and other HSE training and awareness programs,
 - o Ensure other such compliances as per HSE Plan for Site Operation (TBG/HSEP-14) on regular basis.

The sub-contractor shall ensure that the Safety personnel have adequate authority of decision-making and access to resources including workforce to implement safety measures effectively.
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c. Safety organisation, Safety committees and meetings

Safety officer shall administratively report to the head of the projects of the sub-contracting agency. There shall be some nominated **safety stewards** from each sub-group like shuttering, bar-bending, concreting, brick work, material handling, structure erection, cable laying, pipe work, maintenance, batching plant, housekeeping, etc.

A **safety committee** shall be formed including members from different agencies, BHEL and customer covering at-least 50% participation from workers. Safety committee shall meet on weekly basis or as may be decided by customer, outcomes shall be complied as committed.

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d. Personal Protective Equipment.

Unless mentioned otherwise, there will be three mandatory PPEs- Safety shoes, Safety Helmet and Reflective jackets conforming to relevant IS codes as mentioned above. Every person entering in the project premises shall use above mandatory PPEs.

There will be other PPEs too, based on the work requirement like: Twin lanyard full body harness, fall arresters and life lines for height workers, Face shield for welders and grinders, Induction helmets and Electrical resistant shoes with FRP/PVC toe for electricians and commissioning engineers, Gum boots for concrete workers and manual excavators, Goggle for gas cutters and grinders, Aprons for welders, shoulder pads for material handlers, Hand gloves – Leather for binders/welders/grinders, certified Rubber gloves for electricians, PVC for concrete/cement handlers, cotton-housekeeping team/brick coolies/erectors, cable laying men and other material handlers. Dust mask for cement handlers.

f. Material Handling

BHEL as a policy discourages continuous manual handling. Material handling contributes a major portion in the project and hence proper means (mechanical/ electrical powered) should be deployed appropriately for this work. Cranes/Faranas should not be used for material transportation for long distances(>100m), if such movement is un-avoidable, it must be accompanied by a trained signal man/flag man. Long materials should be guided by tagline. Roads for material movement should be free from obstructions. Lifting appliances must be in good condition and must have test/inspection certificates.

Lifting tackles like- D-shackles, chains, ropes, slings, belts shall be periodically inspected and shall have valid test certificate and/or third-party inspection certificates.

Painted/galvanized structures/materials to be lifted by adequate capacity nylon belts only.

If a machine undergoes a major maintenance, fresh TPI shall be required before use. Hydraulic/pneumatic machines shall be free from leakages. Daily checklist to be filled and witnessed by the concerned supervisor before start of the work.

g. Vehicle/Machinery Documents and other safety requirements (Rev-03)

Sr.:	Required Docs. / compliances	Crawler mounted boom cranes/Tyre mounted telescopic cranes	Loader backhoe (JCB), crawler excavators (Poclairn), Farana lifters/ cranes	Tipper, Transit mixtures/Self-loading concrete mixture (Ajax Fiori), tractors	Cars, Taxis, scooters, motor cycles and other public carriers	Man-lifts (Cherry pickers), Scissors Lifts
1.	Valid third-party inspection certificate.	Yes	Yes	-	-	Yes
2.	Valid Insurance policy	Yes	Yes	Yes	Yes	Yes



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Sr.:	Required Docs. / compliances	Crawler mounted boom cranes/Tyre mounted telescopic cranes	Loader backhoe (JCB), crawler excavators (Poclain), Farana lifters/ cranes	Tipper, Transit mixtures (TM), Self-loading concrete mixture (Ajax Fiori), Tractors	Cars, Taxis, scooters, motor cycles and other public carriers	Man-lifts (Cherry pickers), Scissors Lifts
3.	Registration Certificate	Yes (if tyre mounted)	Yes	Yes	Yes	Yes (for truck mounted)
4.	Valid Pollution under control (PUC)	Yes (if applicable)	Yes (if applicable)	Yes (if applicable)	Yes (if applicable)	Yes (for truck mounted)
5.	Fitness certificate from RTO	Yes (if tyre mounted)	Yes	Yes	-	Yes (for truck mounted)
6.	Driver/Operator's valid license	Heavy License (LDRXCV/HMV)	Heavy License (LDRXCV/HMV)	Heavy License (HMV)	Yes (As applicable)	Yes (for truck mounted)
7.	Operators experience and/ or competency certificate.	Yes	Yes	-	-	Yes
8.	Swing horn	Yes	-	-	-	Yes
9.	Reverse horn	Yes	Yes	Yes	-	Yes
10.	Boom aviation light	Yes	Yes (if applicable)	-	-	Yes
11.	Approved Load chart (inside cabin)	Yes	Yes (if applicable)	-	-	-
12.	Fire extinguisher (inside cabin)	Yes	Yes	Yes	-	Yes
13.	First aid kit (inside cabin)	Yes	Yes	Yes	Yes	-
14.	Boom angle indicator	Yes	Yes (if applicable)	-	-	Yes (if applicable)
15.	Hook Latch	Yes	Yes (if applicable)	-	-	-
16.	Reflector strips on around cabin and on boom	Yes	Yes	Yes	-	Yes
17.	SLI+Load Limit Switch	Yes	-	-	-	-

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Note:

1. No one shall ride man-lift bucket without safety belt, safety shoes, helmet and reflective jacket.
2. Not more than 3 persons at a time will board in bucket of man-lift (without any heavy materials) including operator.
3. Operator will not leave the machine while persons are elevated and working.
4. No one other than the authorised operator will operate the man lifts/Scissors lifts.
5. Hydra cranes are not allowed. Contractors must instead use Farana cranes with that meet safety standards for stability and operator visibility.
6. Farana and other lifting cranes must have operational safe load indicator (SLI) and load limit switch as standard attachment. **(Rev-03)**

h. Excavation

Prior permission/clearance from customer is a must for excavations in areas where underground service services such as gas/water/oil/chemical/electrical lines may be routed. Due precautions shall be taken during excavation in such area. Excavations near water bodies (ponds/canals etc.) shall be done with sand/soil bags ready to plug water from accidental damaged/burst of edges. All the excavations shall be done by either step cutting (min. 600mm step at every 1.5m depth) or slope cutting at 1:2(X:Y axis) (or greater depending upon the soil condition). Where step cutting/slope cutting is not possible due to space constraints, shoring/shuttering or sheet piling to be used to check collapse of soil.

Excavated soil shall be stacked away from edge of the pit, at-least 1.5 meters or half of the depth whichever is higher. Height of the stack shall not exceed 2m in height.

Ramps shall be provided for access of the workers in large pits and ladder of metal/good built for small pits. Ladders shall be of sufficient length protruding at least 1m above the ground level.

Pumps of adequate capacity shall be available for pumping out of water. No lone worker shall be allowed to work in any excavation. Overloaded vehicle shall not be allowed near excavated pits.

i. Bar bending and Binding

Bar bending machine shall be installed under shed/roof. It shall be properly earthed and maintained for operation. Housekeeping of the area shall be team's responsibility on daily basis. All be bar benders shall be given hand gloves (leather/cotton) in addition to mandatory PPEs. Scrap shall be segregated and moved to scrap yard on regular basis. Bar bending station shall be located away from Main plying roads/passages. The station shall be well illuminated, shall have a maintained first aid kit and potable water. Station shall be located in such a way that the movement of the material be minimised.

j. Concreting

No electric vibrators shall be allowed to use. All the concrete workers shall be issued gum boots, safety helmets, reflective jackets and PVC hand gloves. Free fall of concrete from chute shall not exceed 1m in height. Heavy machineries/ vehicles shall be kept at least 2m away from the edge. Emergency vehicle shall be available near concreting work. Late night works shall be avoided, if it is unavoidable, a prior permission from BHEL/Customer is mandatory.

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k. Welding, Gas Cutting & other hot works

Welding: Only experienced welders should be deployed for welding jobs. Welders shall be provided with apron, hand gloves, arm pads, leg pads, face shield and safety shoes. Welding leads shall be joint less and insulated. Power input point shall be fully covered at machine.

Gas cutting: If LPG is being used, domestic cylinder is strictly prohibited inside the project premises, (not allowed for site kitchen too). Hose pipes shall be in good condition without cracks, cuts, punctures or joints. Ends should be clamped with worm clamps. Dial gauges shall be of good quality and duly calibrated. Flash back arresters is a must for both oxygen/acetylene or LPG/Oxygen combination. Cylinders shall be stored, transported and used in vertical position only. When not in use, they shall be capped. Empty and filled cylinders to be stored separately with distinct marking.

Cylinders shall neither be rolled on the ground nor thrown during loading/unloading.

Grinding: Grinder shall be given clear glass face shield, apron, safety shoes, ear muffs and hand gloves. Grinder machines shall have wheel guard. Plug tops to be used for power connection preferably three wire type. Only trained persons shall be allowed to use grinders, abrasive cutters. Electrical connection shall be free from cuts, joints etc.

l. Erection & Height Work

Only trained filters and experienced helpers shall be engaged in erection work. Step bolts of lattice towers shall be checked for full tightness with spring washers before use. Height pass shall be issued to the identified group of erectors who have passed medical test and have working experience at height. Name of such workers shall be displayed at appropriate place. These workers only shall be allowed to work at height. Height work shall not be permitted in high wind/bad weather condition, during raining or in night/dark.

m. Electrical Safety

BHEL usually provided single point power source and sub-contractors draw power from there. Otherwise agencies make their own arrangement for construction power like DG sets etc. Sub-contractors shall submit their load requirement (amperage & phase) to BHEL before start of work. Accordingly, they shall make arrangements to draw power and distribution arrangements too in a safe way. MCCBs and HRC fuses to be put in circuit for short circuit and overload protections and RCCBs of 30mA sensitivity to be put at each distribution panel for human safety. Earthing pits shall be installed at each distribution point and maintained below three Ohm resistivity which shall be inspected randomly. The distribution points shall be clean, free from vegetation and water logging, easily accessible and covered/protected from three sides and top for rain. Earthing of DBs shall be done by 25x3mm GI flats connected from proper earth pits. Insulation mat, PVC Sheet/Wooden plank to be placed before DBs as platform. DB Sheds shall be legibly marked with name of agency, contact no of electrician and SLD of that DB. Only industrial plugs and sockets shall be allowed. Three wire (Phase, neutral and earth) system shall be used for tools, lights and machineries and two wire power draws shall be strictly prohibited. PTW and LOTO system shall be maintained to work on LT system. Name and contact no of authorised electricians who will be responsible of electrical power facility maintenance shall be submitted to BHEL by Agencies. Unauthorised sharing of power from one agency to other is strictly prohibited. Electricians shall use standard PPEs and insulated

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tools only. Standard and tested/certified discharge rods to be used in the areas where there is a possibility of residual current or induction charge. The induction rod to be connected to the earth first and removed in the last. Induction helmets only to be used in the charged area. Electricians to be provided with electrical resistant safety shoes having FRP/PVC toe.

n. Dust Gases and fumes

Sub-contractor shall make arrangements to avoid accumulation of dust fumes and gases. Cement handlers inside store or at batching plant and gravel spreader shall be given effective nose masks and jaggery (at least 200g per person per day). DG sets and other machineries like cranes excavators etc. shall have valid and effective PUC certificate and shall have maintained engine with silencer. No IC engine operated machine shall be used in confined and covered area like hall, sheds, store etc. where accumulation due to lack of ventilation can increase to harmful levels. Dedicated arrangements (tanker or tractor with sprinkler) shall be made by the sub-contractors (individual or jointly) to continuously subside the dusts arising out of the movement of the vehicle's roads/passages. Welding activities near roof accumulates harmful gases. Welders in such positions shall be provided with effective masks conforming to IS standards.

o. Vehicular Traffic

Speed limits defined within the premises shall strictly be followed by the drivers/commuters of construction as well as other vehicles.

Every construction machinery, man-lift shall display the name, contact no and passport size photograph of the authorised operator (There can be one or more authorised operators).

No one other than operator and co-operator shall sit inside the cabin of any construction machine while it is working.

Construction machineries (tractor, trucks, tippers, JCBs, Farana, Fassi cranes etc. shall never be used as mode of public transport. Machineries like Ajax Fiori and Farana shall not be driven in back direction except for small distances. No overloaded vehicle shall be permitted entry in the project premises.

Over speeding shall be reported and driver/operator shall be barred from entry or shall be penalised.

Drunken drivers shall be barred from entry in the project.

Carrying harmful weapons like knives (>6"), guns etc. shall permanently disqualify the person from entry in project premises.

p. Barricading and floor openings

Every pit deeper than 4 feet (1.2m) shall be barricaded immediately after excavation and will remain barricaded till backfilling.

Pits/trenches drains near roads, passages whether temporary or permanent shall be hard barricaded and well illuminated. Roof edges and openings shall be strictly hard barricaded and illuminated. Height works like masonry works, structure erection, erection by cranes, Lattice tower/beam erection areas shall be barricaded to restrict entry. Areas under charging/commissioning shall be barricaded and caution boards shall be displayed on newly charged areas.

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q. Scaffold & Ladder

No bamboo/wooden scaffold shall be allowed to be used. Only tubular steel scaffolds with couplers conforming to the relevant IS codes shall be allowed with base plates. Standard steel or wooden planks to be used as platforms and no packing materials shall be used. All the platforms shall be built with provisions of **top rail at 1m height, mid rail at 0.5m height and toe boards of min 6” height** at floor level. Minimum width of platform shall be 900mm and if wheel barrow is to be used then 1200mm. Means of access to be provided in the form of ladders, ramps or staircase. Multilevel work platforms or those platforms having passage underneath shall be provided with safety net, screen or canopy at each level for protection from falling objects. Platforms shall be free from concrete, debris or other materials. Platforms shall not extend out of the putlogs and shall be secured and fastened. Decking shall be made non-skidding.

Scaffolds under erection shall be tagged “**RED**”, under repair/maintenance/inspection shall be tagged “**YELLOW**” and ready for use shall be tagged “**GREEN**”

Only metal ladders in the construction site and FRP ladders in charged areas shall be allowed. Ladders made from packing materials shall not be used. Ladders shall be securely fixed at bottom, top and long ladders at middle points too at an interval not more than 2400mm and must have a landing at every 6m. Inclination angle should be approximately 1:4 (X:Y) or 75deg. Ladder must extend at least 1m above the platform/access area. Gap between two rungs shall not exceed 300mm. Portable ladder should not be more than 4m in length. Minimum width of the ladder shall not be less than 300mm.

Use of Mobile aluminium scaffold is preferably advisable for erection of transformers/reactors.

r. Illumination

The sub-contractor shall ensure that the areas such as work stations, buildings, batching plants, passages/roads, stores, rest areas, power sources, staircases etc. are illuminated sufficiently to make safe work conditions at site and shall not be less than the relevant IS standards. Excavations/ below ground level structures near passages/roads shall also be sufficiently illuminated.

s. Safety banners/posters, caution boards

Sub-contractors shall display boards and banners in sufficient quantity having safety signs, slogans, important messages, pictures, cautions at prominent locations to promote safety and spread awareness for important precautions such as “Deep Excavation Ahead”, “Speed Limit”, “Charged Area”, “Do not operate”, “Hard hat area”, “No smoking Zone” etc. Boards containing messages of Emergency contacts, First aid facility, rates of minimum wages, working hours, rest day etc. should be displayed at specific areas.

t. Waste management and disposal

Sub-contractor shall make suitable and effective arrangement to remove waste material from site on regular basis and store them in an identified and safe location. Disposal of wastes shall also be done as per manufacturer’s instructions or as per the guidelines laid by legal authorities. Re-bars, Cement bags, packing material (wooden/metal/plastic/paper), paint, oil, grease, cables (armour, sheathing, insulation), civil debris, metal chips, GI sheet scraps, batteries etc. are the common waste materials. Sub-contractor

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shall arrange disposal of the hazardous wastes/materials in conformance to the legal and contractual requirements only.

u. Inspection of PPEs, T&Ps, Machineries and lifting appliances

All the PPEs, T&P and lifting appliances purchased newly by sub-contractors shall have test certificates which shall be submitted to BHEL office periodically or on demand. There shall be at least monthly joint inspection schedule for inspection of healthiness of all the PPEs, T&Ps and lifting appliances. All the lifting appliances shall be tested and examined by a competent person before taking into use for the first time or after it has undergone any alterations or repairs liable to affect its strength or stability

and also once at least in every twelve months. To confirm quality of the PPEs as per the relevant IS codes, BHEL may ask sub-contractors to get any or all types of PPEs tested through NABL approved lab as per relevant IS codes. At any stage, the 100% cost of such tests shall be in the scope of respective sub-contractors.

v. Cable Laying

Sub-contractor shall ensure cable trenches free from water, mud, debris, snakes, Scorpions, lizards before start of the work in trenches. Cable drum rollers shall be used to pull cables out of drums to avoid twisting of cables. Hand gloves, Safety shoes/gum boots, reflective jackets, safety helmets shall be provided to the workers. Cable laying area shall be well illuminated.

w. Fire Protection

Every sub-contractor has to maintain their working area, store and office area free from bushes. Stacking of flammable materials like wood, paper, plastic, paint, oil, grease, fuel, cotton, gases etc. at isolated place disconnected from other storage and office areas. Adequate arrangements of firefighting means like suitable extinguishers, fire/water buckets, water tanks, sand dunes etc. shall be made by the agency depending upon the fire capacity assessed or as per MSDS. Fire drills and trainings on how to operate fire extinguishers and how to react in case of fire breakouts shall be the part of regular training program. Guards and store persons must be a regular participant of such training programs. A list of trained firefighting persons and periodicity of such training programs shall be submitted to BHEL by every agency and same to be adhered. Sufficient number of fire extinguishers with suitable class shall be placed at such locations where there can be fire hazard like stores, pantry, office, DG set, electrical distribution panels etc.

x. Fencing of exposed rotating parts

Exposed rotating parts poses great threat to the person in vicinity. Such parts need to be fenced/covered. Guards are mandatory of grinders, abrasive cutters. Flywheels of the engines of heavy machines, Diesel engines, DG sets need to be covered. Electric winch machines, pulleys, chains, shafts, exhaust fans at reachable height, table fans, need to be caged/fenced. Such fencing/guard shall not be removed while machinery is in operation.

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y. Emergency preparedness response plan and periodic mock drills.

Sub-contractor shall comply JSA (Job Safety Analysis) and arrange to mitigate the effects of identified possible hazards. He shall also define following in response to emergency preparedness:

An emergency assembly point and put a board of the same with information to all in induction training.

Have facility of ambulance or tie-up with nearest hospital for service in minimum possible time (Max-30min) if there is not ambulance inside the premises.

Ensure availability of emergency vehicle with driver all the time at site during work.

Conduct mock-drills on possible risks like electrocution, fall from height, fire, heat stroke etc., record responses and take photographs to submit in BHEL office. Stretchers availability in emergency vehicle or at work place should be well accessible. Provide fire extinguishers of right type at right place in right quantity with information to all. Display emergency contact nos. to various risk locations and at office, service building or at major work locations. Provide first aid training by doctors for and display names of such trained first aiders and fire fighters. Rescue kit with trained staff or man lift or both to rescue a man hanging by safety belt at height. Provide running water tap near chemical storage and handling points. Agencies shall follow emergency response plan prepared by BHEL in each area of work, store and office.

z. Safety reports & Reporting of accidents

BHEL will provide "formats and checklists" for the purpose of records/documents pertaining to the compliance of aforesaid clauses. Agencies shall be responsible for strict adherence and compliance for timely generation and fill-up of the checklists and reports. These shall be submitted on weekly and monthly basis as specified in the formats.

Agency shall also promote such an environment that the near misses, incidents and accidents are reported by every person, whosoever witnesses them. These shall help in analysing the trend and taking measures in reducing/stopping the accidents/incidents. Initial reporting can be in any form-by call, SMS, WhatsApp, e-mail, letter etc.

Major and fatal accidents or high potential incidents shall be investigated for root cause and outcomes shall be immediately implemented to check recurrences.

7. REPORTING OF ACCIDENTS:

- ❖ Any accident on the construction site which causes loss of life or disables the person from working for a period of more than 10 days, shall be reported in writing to:
 - Regional Labour Commissioner
 - State BOCW Inspector / Board to which the person is registered as beneficiary.
 - Director General of Factory Advice Service and Labour Institutes (DGFASLI), Mumbai
 - Employees' Compensation Commissioner or ESIC Branch Office as applicable
 - Nearest Police Station
 - District Magistrate (in case of fatality)
 - The next of kin or relative of the person.
- ❖ Fatal accidents within 4 hours and major accidents within 72 hours of occurrence must be reported to authorities as above and client. Hiding facts like incidents, accidents, submitting fake/forged reports/certificates shall also attract penalty/ notice or both.

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- ❖ All PPEs shall conform to relevant BIS/IEC/EN standards in performance, not merely carry an ISI mark. For helmets, DGMS-approved models should be preferred, 100% compliance is mandatory.
- ❖ Over speeding of vehicles shall attract penalty/notice and recurrence will attract debarring from entry into project premises.
- ❖ Only approved third party agencies shall be allowed to inspect the machines, T&Ps. Reports shall directly be sent to BHEL/customers by the third parties.
- ❖ Insurance and TPIs to be renewed before expiry. Machines, T&Ps shall not be allowed to work if renewal delayed. Continuity of EC policy to be maintained religiously by the respective agencies.
- ❖ Agency shall submit the status report of his labour license, BOCW registration, EC Policy, insurance & TPI certificate's validity on monthly basis with list of machineries and T&Ps
- ❖ Sub-contractors shall also maintain a buffer stock of all the PPEs in at least 20% excess to the present strength of the work force.
- ❖ Agencies shall be responsible for the compliance of the above requirements. Failure in one or more clauses/area shall attract a notice or monetary penalty or a combination of both. **(Rev-03)**

8. PENAL PROVISIONS:

(Rev-03)

- a) Subcontractor shall be responsible for ensuring HSE compliances with respect to the applicable legal and contractual obligations (refer **TBG/HSEP-14** for details). The performance of the subcontractor with respect to HSE compliances shall be evaluated by BHEL on monthly basis (format no. **TBG/HSEP07:F02**).
- b) Non-compliance with any stipulated HSE requirement shall attract a notice and/or a monetary penalty. Such penalties shall be in addition to any medical expenses incurred for treatment of victims or compensation payable to the affected persons or their families, including amounts covered under insurance policies (Employees' Compensation Policy / Group Insurance). Monetary penalties shall be recovered from the next bills or from the EMD/SD of the subcontractors, as applicable.
- c) In addition to the above, BHEL has the right to suspend/debar the subcontractor from participating in future tenders for a period of one year from the date of second fatal accident.
- d) Upon the first incident, BHEL Site In-charge shall issue a notice to the agency, cautioning that suspension/debarment will be considered in the event of a second fatal incident.
- e) Post mobilization, the subcontractor shall consult with the BHEL site in-charge to understand and acknowledge the customer's penal provisions that may be levied upon or passed on to the subcontractor in the event of any non-compliance or incident.

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The penalties shall be applicable as below:

8.1. Penal Provisions for Non-Compliances and Safety Violations.

- a) Up to ₹1,000/- per person/incident per day for HSE related non-compliances and safety violations (**Refer- Clause 18**, HSE NON-COMPLIANCE & PENALTIES of TBG/HSEP-14).
- b) Three times consecutive penalty on the same person for the same reason shall debar him/her from working into the TBG project premises.
- c) In case a penalty is imposed by the customer on account of non-compliances and safety violations, the higher of the two amounts shall be recoverable from the subcontractor.

8.2. Penal Provisions for Non-deployment of safety personnel.

- a) Deployment of safety personnel will be done on formal written communication from BHEL. In case the contractor fails to deploy the required safety manpower within the stipulated time, a recovery of **₹50,000/-** per person per month or part thereof shall be made from the next bill, irrespective of the category of safety manpower, notwithstanding availability of schedule of rate item for deployment of safety personnel in the contract which shall be operated as per contract provisions.
- b) Upon failure to deploy the required safety personnel by subcontractor, BHEL reserves the right to deploy a full-time qualified Safety Officer through its existing Safety Consultancy Rate Contract and assign duties of any category of safety personnel. The cost incurred on such deployment shall be recovered from the subcontractor at the higher of the actual expenditure incurred by BHEL or **₹50,000/-** per person per month.
- c) If a safety personnel is deployed by BHEL on behalf of the subcontractor, the person shall remain deployed for a minimum period of two months from the date of deployment and recovery shall be made accordingly. If the subcontractor mobilizes his safety personnel during this period (two months), no payment against that item shall be admissible by BHEL.
- d) Continuous absence of deployed safety personnel for more than **10 days** shall be treated as demobilization, penalty shall be imposed on a pro-rata basis for the entire period of absence.
- e) Any penalty imposed by the customer on account of non-deployment of safety personnel, attributable to sub-contractor shall be recoverable from the subcontractor.
- f) The deployment of safety personnel by BHEL on behalf of subcontractor will not absolve him from legal and contractual obligations.
- g) Instructions of safety person engaged by BHEL directly or indirectly (through other agencies/subcontractors) to be followed by the subcontractor.

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- h) BHEL Site In-charge shall issue a written intimation to the subcontractor with copy to TBSM, regarding deployment of safety personnel on behalf of the subcontractor. The subcontractor shall provide a written acknowledgement of the same.

8.3. Penalty Provisions on Major/disablement/Fatal accidents.

- a) Major injuries or accidents causing 25% or more permanent disablement: **₹2,00,000/-** per incident. The cumulative penalty amount shall be limited to 5% of the original contract value.
- b) Fatality or permanent disability with total loss of earning capacity: **₹5,00,000/-** per incident irrespective of contract value.

8.4 If the penalties **imposed by the customer** for major/disablement/fatal accidents, attributable to subcontractor are **higher** than the limits mentioned in **clause 8.3** above, then recoveries shall be made as per the following conditions:

- a) **Contracts up to ₹1 crore value:** Clause no. **8.3** shall apply.
- b) **Contracts above ₹1 crore to ₹5 crore value:** Customer penalty shall be transferred to subcontractor, subject to a liability of the higher of **Rs. 5 lakh** or **3%** of original contract value per person/per incident but not exceeding the actual penalty imposed.
- c) **Contracts with value of more than ₹5 crore:** Customer-imposed penalty shall be transferred to the subcontractor, subject to a liability of the higher of **₹15 lakh** or **2%** of the original contract value per person/per incident, but not exceeding the actual penalty imposed.

9. Creation of common HSE Facilities on contribution basis at sites:

All health, safety and welfare provisions stipulated under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and allied rules shall be adequately and timely complied with by the subcontractor. These include, but are not limited to, arrangements for clean drinking water, toilets and urinals, safe electrical installations, periodic health check-ups of workers, operators and supervisors, medical examination of height workers, tetanus vaccination, induction training and provision of mandatory and job specific PPEs. In the event of non-compliance or delay in fulfilling these obligations, BHEL reserves the right to arrange the same on behalf of the subcontractor, along with applicable overhead charges.

In order to comply with the legal and contractual obligations, BHEL site in-charge shall decide to create certain HSE facilities involving fixed or recurring expenditure which shall

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be operated on a contributory basis among the running contracts at site. The contribution shall be determined proportionately based on either the manpower strength or the original contract value of each subcontractor, as decided by the site management. The facilities to be covered under this arrangement include, but are not limited to:

- Dust suppression arrangements,
- Ambulance van (Advanced Life Support type),
- Periodic visit of a qualified medical officer,
- Engagement of trained first-aid person or a qualified nurse for the medical/first-aid centre.
- Drinking water facility with periodic cleaning arrangement.
- Toilet/urinal facility with daily cleaning arrangement.

The contribution per contractor per month shall not exceed ₹20,000 (Rupees Twenty Thousand only). Any balance cost beyond this limit shall be borne by BHEL. **(Rev-03)**

10. Revision History

Revision Date	Revision No.	Old Text	New Text	Reason	Revised by (with sign)
03.05.2019	00	N/A	Full Document	New Release	-sd-
12.10.2021	01	Nil	Attend HSE familiarization program at TBG-HQ with his site management team. This will be a half day long awareness session on HSE requirements and compliances which the agency is supposed to fulfil during contract execution at site. The session shall be taken by TBG HSE department on intimation by TBSM. (at page no. 5)	For better understanding of HSE requirements to agency. (HSE Review meeting dated 23.08.2021)	-sd-
12.10.2021	01	Edition	Inclusion of penalty provisions in case of non-deployment of safety person (page-8)	Introduction of HSEP-14	-sd-
17.01.2024	02	Edition	Appointment and duties of qualified safety officer (Page-8)	As per BOCW 1996	-sd-
05.09.2025	03	Edition	Document name change, Clause (1) new HSE policy, Revised clause 2(a), 3, 6 (b,c,g) addition of new clause 7,8&9,	Inclusion of CFC recommendations	-sd-

--End of Document--

BILL OF QUANTITIES & PRICE SCHEDULE (BOQ)

RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING,
PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV
ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR ± 800 kV,
6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA

Volume-D



BILL OF QUANTITY CUM PRICE SCHEDULE

Name of Project : ±800 KV, 6000 MW HVDC Nagpur Station

Name of Work : RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR ± 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA

Tender Spec No. TBSM/KN800/NGP/MTL MGMT/26-27 Dtd. 24-04-2026

Section A1 : Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site					
S.No	Description of Work/Item	UNIT	Quantity	Unit Rate excl. GST (Rs)	Amount excl. GST (Rs)
Section A1 : Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site					
1	A 1.1 : Material Unloading – Indoor Storage: Receipt of materials, unloading from truck/trailer/carriers at site store, verification of quantity & condition, safe handling and placement in designated indoor storage area. Applicable for 33kV GIS, Junction Boxes / Marshalling Boxes , Accessories of Converter Transformer & Reactor and other items as per list.	MT	1,000	557	5,56,500
2	A 1.2 : Material Unloading – Outdoor Storage (EHV Equipment): Receipt, unloading, verification, placement in designated outdoor area, stacking on sleepers/concrete blocks, covering with tarpaulin sheets and protection as per HSE norms. Applicable for 765kV, 400kV & 33kV Main Equipment / Panels, Accessories of Converter Transformer & Reactor.	MT	5,000	505	25,25,833
3	A 1.3 : Material Unloading – Outdoor Storage (General Materials): Receipt, unloading, verification and placement in designated open storage area. Applicable for Structures/Angles, Cable Drums, Aluminium Tubes, Earthing Materials, Converter Transformer & Reactor Accessories, Oil Drums and other miscellaneous items.	MT	22,000	429	94,45,333
4	A 1.4 : Unloading of Converter Transformers Tanks & Reactors Tanks: Receipt, verification, unloading from trailer/hydraulic axles and placement at designated area/foundation/road as instructed, including handling as per OEM guidelines and safety requirements. (Converter Transformers - 24 Nos and 7654kV Reactors - 14 Nos , 400kV Reactors - 4 Nos)	MT	11,000	553	60,86,850
5	A 1.5 : Dragging of Converter Transformers Tank from the area of storage area upto equipment foundation/road as instructed, including handling as per OEM guidelines and safety requirements.	Mtrs	1,200	494	5,92,200
6	A 1.6 : Material Handling from Transporter Godowns (Within 50 KM Radius): Collection from transporter godown, loading, transportation to project site, unloading at store and reconciliation of materials	MT	1,000	875	8,75,000
7	A 1.7 : Material Re-shifting, Re-stacking & Handover of Spares: Internal shifting within project premises, re-stacking, loading onto truck/trailer as per Site Incharge instruction and handover of spares to Customer store including documentation.	MT	4,200	593	24,89,200
8	A 1.8 : Watch and ward : Watch and ward of stored / erected material at project site and storage area or any other locations as per instruction of site in charge. (round the clock security by authorized service agency).	per Post per month	48	75,352	36,16,916
Section B : Menial and Secretarial Services of the Contractor for the above works					
9	B.1 : Secretarial Services (Skilled) for Store Management	Man-Month	100	27,067	27,06,667
Section C : Supply and installation of CCTV system for storage space with AMC of the CCTV System					
10	C.1 : Supply and Installation of all hardware and software of the IP based PTZ dome camera along with p2p/PMP Outdoor CPE Antenna for wireless communication surveillance system including for storage space.	Nos.	5	84,000	4,20,000
11	C.2 : Supply and Installation of all hardware and software of the IP based Fixed bullet camera along with p2p/PMP Outdoor CPE Antenna for wireless communication surveillance system including for storage space.	Nos.	25	21,700	5,42,500
12	C.3 : Supply and Installation of LED Display Screen – Min. 50” with integration capabilities with CCTV system	Nos.	2	47,133	94,267
13	C.4 : Comprehensive maintenance of the CCTV system (100%)	Month	48	28,000	13,44,000
Section D : HIRING OF CRANES					
14	D.1 : Pick and Carry Crane of capacity 12/14 MT (in Months), Inclusive of fuel, Operator.	Months	36	92,167	33,18,000
15	D.2 : Pick and Carry Crane of capacity 23 MT (in Months), Inclusive of fuel, Operator.	Months	12	1,07,333	12,88,000
16	D.3 : Fork Lift - 2 Tn Capacity , Inclusive of fuel, Operator.	Month	10	68,833	6,88,333
Total Price (Excluding GST)					3,65,89,599

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Percentage BoQ

Tender Inviting Authority: BHEL, TBG- SubContracting Department, Sector 16A Noida, UP

Name of Work: RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR ± 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA

Tender Spec No. TBSM/KN800/NGP/MTL MGMT/26-27 Dated 24-04-2026

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Total amount as per rates in BOQ (as per Annexure-I) for RECEIPT, UNLOADING, VERIFYING, SHIFTING, STACKING, PRESERVATION, HANDLING AND HANDING OVER OF COMPONENTS EHV ELECTRIC SUBSTATION/HVDC TERMINAL STATION FOR ± 800 kV, 6000MW HVDC TERMINALS AT NAGPUR, MAHARASHTRA". - Excluding GST	1	Nos	36589599.00	36589599.00	INR Three Crore Sixty Five Lakh Eighty Nine Thousand Five Hundred & Ninety Nine Only
Total in Figures					36589599.00	INR Three Crore Sixty Five Lakh Eighty Nine Thousand Five Hundred & Ninety Nine Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words			INR Zero Only			