



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/RC/SAFETY MANPOWER/TENDER/26-27,

Date. 30-06-2026

WORK DESCRIPTION:

**RATE CONTRACT FOR SAFETY CONSULTANCY
SERVICES TO PROVIDE SAFETY OFFICERS AT TBG
SITES FOR THE PERIOD OF TWO (02) YEARS**

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

=====

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

=====

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER for “RATE CONTRACT FOR SAFETY CONSULTANCY SERVICES TO PROVIDE SAFETY OFFICERS AT TBG SITES FOR THE PERIOD OF TWO (02) YEARS”.

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/RC/SAFETY MANPOWER/TENDER/26-27 , Date:29/06/2026	
ii	BROAD SCOPE OF JOB	RATE CONTRACT FOR SAFETY CONSULTANCY SERVICES TO PROVIDE SAFETY OFFICERS AT TBG SITES FOR THE PERIOD OF TWO (02) YEARS	
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>	<i>Applicable</i>
b	Volume-B	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
c	Volume-C	<i>Forms and Procedures</i>	<i>Applicable</i>
d	Volume-D	<i>BOQ and Price Schedule.</i>	<i>Applicable</i>
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: 30/06/2026, Time: 14:00 Hrs. Closes: 10/07/2026, Time: 11:00 Hrs. Brief information of the tenders shall also be available at BHEL website (www.bhel.com)	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 10/07/2026, Time: 11:00 Hrs. Place : on https://eprocurebhel.co.in	<i>Applicable</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

vi	OPENING OF TENDER	Date: 10/07/2026, 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) MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of bid submission	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 06/07/2026 Time: 16:00 Hrs. Along with soft version also, addressing to undersigned (Dealing Officer) & to others as per contact address given below: For Technical Clarifications: 1) Name: Arvind Kumar Pandey Designation: Senior Engineer Deptt: TBG-HSE Address: BHEL Sadan, 6 th Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone: 0120-2218999 / 9720336336 Email: akpande@bhel.in For Tender T&C Clarifications: 2) Name: Rajesh Kumar Designation: Senior Manager Deptt: Sub-Contracting Address: BHEL Sadan, 6 th Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone: 0120-2218972 / 9718244142 Email: rky@bhel.in	Applicable
Xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no. 12	Applicable
Xii	CONTRACT DURATION	Two years (24 Months) from the date of LOI _ However, BHEL may renew the contract for a further three months/ or part thereof with mutual consent	

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.	
------------	-----------------------	---	--

- 2.0** The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly 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.
- 3.0** Instructions for Cost of Tender - Not Applicable.
- 4.0** 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. **MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of bid submission. However, there is no exemption of security deposit submission.**

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

- 5.0** 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**)

- 6.0** Instructions regarding Hard/Paper Bid - Not Applicable.

- 7.0** 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.

- 8.0** 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)
- 9.0** 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.
- 10.0** 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.
- 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.

SI	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:

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:

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):

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

Type under MSE	SC/ST owned	Women owned	Others
Micro			
Small			

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

- ii) MSE vendors can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or UDYAM Registration Certificate /Udyog Aadhar Memorandum or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -F where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- iii) However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- iv) **MSME/Startups bidders may note that relaxation in Prior experience/Turn over of Pre-Qualification Criteria (Annexure -1) is not applicable for this tender as this job is regarding ensuring safety at various project sites.**
- v) **MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of bid submission. However, there is no exemption of security deposit submission.**

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 **TENDER PRICES:**

- a) Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as mentioned **in Section-III under head “Technical Conditions of Contract (TCC)”**.
- b) While quoting the “Service Charge”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the respective Government. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.
- c) All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.
- d) The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.
- e) Lowest “Service Charge” received against the tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest-acceptable price to them inter-alia other reasons.

28 **SPLITTING OF WORK**

- a) **Splitting in case of three or more techno-commercially qualified bidders:**

Splitting will be done between two (02) nos. of Suppliers with the quantity distribution in the nearest ratio of 60:40.

60% quantity shall be awarded to original L1 bidder. Thereafter, the L2 bidder in the ranking shall be invited to match the original L1 price for the remaining 40% quantity and if accepted, 40% quantity shall be awarded to L2 bidder at L-1 price. In case L2 bidder fails to match the L1 price, the next higher bidder(s) in the ranking i.e. L3, L4 and so on shall be invited to match the L1 price for 40% quantity. In case no bidder accepts the L1 price for 40% quantity, then order for this 40% quantity will also be awarded to the original L1 bidder.

- b) **Splitting in case of less than three techno-commercially qualified bidders:**

No splitting shall be done and 100% Quantity shall be awarded to original L1 bidder.

29 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
 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. "

30 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.

31 Determination of Ranking in Case of a Tie (Identical Bids)

In the event that two or more techno-commercially qualified bidders quote the exact same price (creating a tie at any position such as L-1, L-2, L-3, etc.), their overall ranking shall be determined strictly based on the chronological order of their final bid submission time, as recorded by the e-procurement portal. The bidder whose bid was successfully submitted earlier in time shall be accorded the higher rank. The system-generated server time shall be final and binding on all bidders.

Example 1 (Tie at L-1): If Bidder A and Bidder B quote the identical lowest price, and Bidder A submitted their bid earlier than Bidder B, Bidder A will be ranked L-1 and Bidder B will be ranked L-2.

Example 2 (Tie at L-2): If Bidder A quotes the lowest price and is ranked L-1, while Bidder B and Bidder C both quote the exact same next lowest price, their ranks shall be decided by their bid submission times. If Bidder B submitted their bid earlier than Bidder C, Bidder B will be ranked L-2, and Bidder C will be ranked L-3..

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

32 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 frozen. 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.

33 Bidders having a conflict of interest shall not be eligible to participate in the tender process. In this regard, a declaration in **Annexure – 5** regarding '**Conflict of Interest**' to be signed by the authorized signatory of the bidder.

34 **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 –**
Shri Ratheen Sarkar
AGM/TBG- HSE, BHEL
Email – ratheen@bhel.in
Phone – 0120-2218804
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.”

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: Integrity Pact
- iv). Annexure-4: Declaration reg. Related Firms & their areas of Activities
- v). Annexure-5: Declaration regarding 'conflict of interest'
- vi). Other Tender documents as per this NIT

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

JOB WORK DESCRIPTION	RATE CONTRACT FOR SAFETY CONSULTANCY SERVICES TO PROVIDE SAFETY OFFICERS AT TBG SITES FOR THE PERIOD OF TWO (02) YEARS
TENDER NO.	TBSM/RC/SAFETY MANPOWER/TENDER/26-27 Date: 30/06/2026

SL NO	PRE QUALIFICATION CRITERIA	Applicability	Bidders to fill following details in respect of fulfilling the PQR Criteria	
			Bidders remarks	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, successfully executed similar job(s)* in last 07 (Seven) years as on 31.05.2026 i) One similar job(*)costing (except service tax/GST) not less than Rs. 2,44,43,920/- OR ii) Two similar jobs(*)costing (except service tax/GST) not less than Rs.1,52,77,450/- OR iii) Three similar jobs(*)costing (except service tax/GST) not less than Rs. 1,22,21,960/-			File Name & Page No.
	Definition of Similar job(*) : Providing manpower services in the field of safety / engineering/ construction/ Quality, including skilled/ highly skilled/ qualified manpower.	Applicable		
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. 91,66,470/- 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.	Applicable		

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

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

	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.			
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		

Notes:

1. The Bidder shall submit the Contract Agreement/Work Order/LOI along with BOQ and Performance/completion/experience certificate issued by customer/client 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. The Bidder should have his firm / himself registered with unique PAN and GST Registration Number.
7. The Tenderer should have his firm / himself registered for extending EPF and ESIC facilities
8. 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.
9. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
10. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
11. 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
12. 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.
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.

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 - 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

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

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

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 – 3 of NIT)	Applicable	YES / NO
16	Annexures – 4 & 5 of NIT	Applicable	YES / NO
17	Offer forwarding letter / tender submission letter [Form No. F-01 (Rev 00)]	Applicable	YES / NO
18	Declaration by Authorized Signatory [Form No: F-02 (Rev 00)]	Applicable	YES / NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement [Form No: F-03 (Rev 00)]	Applicable	YES / NO
20	Declaration by Authorized Signatory regarding Authenticity of submitted documents [Form No: F-04 (Rev 00)]	Applicable	YES / NO
21	No Deviation Certificate [Form No: F-05 (Rev 00)]	Applicable	YES / NO
22	Declaration confirming knowledge about Site Conditions [Form No: F-06 (Rev 00)]	Applicable	YES / NO
23	Declaration for relation in BHEL [Form No: F-07 (Rev 00)]	Applicable	YES / NO
24	Non-Disclosure Certificate [Form No: F-08 (Rev 00)]	Applicable	YES / NO
25	Bank Account Details for E-Payment [Form No: F-09 (Rev 00)]	Applicable	YES / NO
26	Format for seeking clarification [Form No: F-10 (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)

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/RC/SAFETY MANPOWER/TENDER/26-27**, for **"RATE CONTRACT FOR SAFETY CONSULTANCY SERVICES TO PROVIDE SAFETY OFFICERS AT TBG SITES FOR THE PERIOD OF TWO (02) YEARS"** (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.

- 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)

- 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-4**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: _____

ANNEXURE-5**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

DEPARTMENT OF HEALTH SAFETY AND ENVIRONMENT
TRANSMISSION BUSINESS GROUP, NOIDA

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 – A

TECHNICAL CONDITIONS OF
CONTRACT (TCC)

TENDER NO.: TBSM/RC/SAFETY MANPOWER/TENDER/26-27,
Date. 30-06-2026

**RATE CONTRACT FOR SAFETY CONSULTANCY
SERVICES TO PROVIDE SAFETY OFFICERS AT
TBG SITES FOR THE PERIOD OF TWO (02)
YEARS**



TECHNICAL CONDITIONS OF CONTRACT (TCC)

TECHNICAL CONDITIONS OF CONTRACT (TCC) FOR HIRING QUALIFIED SAFETY OFFICER'S SERVICES

Chapter – I: Project Information

As a scope of work, Safety officers to be deployed by the successful bidder at following BHEL–TBG sites:

Currently running sites			Future Sites		
SR. NO	NAME OF SITE	MAN MONTHS	SR. NO	NAME OF SITE	MAN MONTHS
1	Shahpurkandi	19	1	NTPC Singrauli	20
2	Kurawar	16	2	POWERGRID Neemrana	23
3	Ashta	10	3	Adani Bhadla_HVDC	43
4	Shujalpur	10	4	Adani Fatehpur_HVDC	57
5	Bikaner-II	4	5	NTPC Meja	3
6	Bikaner-III	14	6	HPPCL Chanju HEP	12
7	Sikar	4	7	SJVN Sunni Dam HEP	6
8	Khetri	1	8	THDC Vishnugarh-Pipalkoti	20
9	Patratu	10	9	HVPNL Yamunanagar	15
10	NTPC Lara	22	10	NTPC Sipat	20
11	Talcher	19	11	NTPC Darlipali	10
12	Ersama	10	12	NLCIL Talabira	9
13	Rammam	10	13	DVC Koderma	18
14	Yadadri	1	14	Khavda_HVDC	48
15	Udangudi	7	15	Nagpur_HVDC	66
16	Koppal	14	16	CSPGCL Korba	15
17	Ennore	10	17	GSECL Ukai	15
18	Barmer	44	18	SCCL Singareni	15
19	Fatehgarh	10	19	MPPGCL Amarkantak	3
20	Sirohi	10	20	MPPGCL Satpura	3
21	Raichur	7	21	DTL/TBCB- POWERGRID/Pvt Delevlopers projects incl Barmer-South Kalamb HVDC and SynCON	54
22	Mandsaur	26		Total	475
23	Indore	13			
24	Vataman	26			
25	Halvad	10			
	Total	327			
Grand Total		305+475			802

Note:

- The above list indicates those sites where deployment of Safety officers is envisaged at present. Name of sites and man months against each site mentioned above are indicative

TECHNICAL CONDITIONS OF CONTRACT (TCC)

only. Sites and quantity thereof however, may increase/decrease, depending upon the actual number of running sites and man power requirement thereupon.

2. Estimated man month = 802.
3. Total Estimated HRA months= 481 months (60% of 802).
(60% of gross man months is taken for HRA payment purpose where accommodation in BHEL guest house may not be available).
4. A **Hardship Allowance** shall additionally be payable to safety officers posted at sites falling in area B or in area C. This hardship allowance shall be calculated as below:

Area category	Hardship allowance	Payable wages
Area -A	Nil	Equivalent to area 'A' wages
Area -B	Difference of wages of Area 'A-B'	Equivalent to area 'A' wages
Area -C	Difference of wages of Area 'A-C'	Equivalent to area 'A' wages

With the inclusion of hardship allowance as detailed above, the monthly wages of all safety officers across all locations shall be aligned with area 'A' wages under the Central Sphere Minimum Wages for the "Highly Skilled" category and standardized.

5. Thus, for Tender Evaluation Purpose, Minimum Wages of 'Highly skilled' workers of central sphere area "A" will be considered.

Total man-months = 802 units.

Total HRA months= 481 units.

6. SPLITTING OF WORK

6.1 Splitting in case of three or more techno-commercially qualified bidders:

Splitting will be done between two (02) nos. of Suppliers with the quantity distribution in the nearest ratio of 60:40.

60% quantity shall be awarded to original L1 bidder. Thereafter, the L2 bidder in the ranking shall be invited to match the original L1 price for the remaining 40% quantity and if accepted, 40% quantity shall be awarded to L2 bidder at L-1 price. In case L2 bidder fails to match the L1 price, the next higher bidder(s) in the ranking i.e. L3, L4 and so on shall be invited to match the L1 price for 40% quantity. In case no bidder accepts the L1 price for 40% quantity, then order for this 40% quantity will also be awarded to the original L1 bidder.

6.2 Splitting in case of less than three techno-commercially qualified bidders:

No splitting shall be done and 100% Quantity shall be awarded to original L1 bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works

2.0 SCOPE OF WORK FOR SAFETY CONSULTANCY SERVICES

BHEL/TBG is actively engaged in Civil Works, Erection, and Commissioning of switchyard equipment at various project sites across Bharat. To ensure the highest standards of occupational health and safety, the unit proposes to outsource Safety Consultancy Services by engaging qualified Safety Officers through a third-party service provider.

The comprehensive scope of work for these services is detailed in the subsequent paragraphs. All activities outlined herein shall be executed in close coordination with, and under the strategic guidance of, the designated BHEL-TBG personnel appointed for this purpose.

2.1 Detailed Scope of Safety Consultancy (Site)

The scope of services shall include providing Safety Consultancy Services at site by deploying qualified safety officers during civil works, erection, pre-commissioning and commissioning stages of various packages / equipment's covered under the scope of BHEL as per the general engineering practices so that the work is completed to the entire satisfaction of all concerned w.r.t. the safety aspects.

Safety Consultancy Services (Site) scope shall include but not limited to the following:

Duties of safety officers –

- A.** The duties of a safety officer shall be to advise and assists the Employer/Customer in the fulfilment of his obligations, statutory or otherwise, concerning prevention of personal injuries and maintaining a safe working environment. These duties shall include the following, namely:
1. To advice the building workers in planning and organising measures necessary for effective control of personal injuries;
 2. To advise on safety aspects in building or other construction work and to carry out detailed safety studies of selected activities;
 3. To check and evaluate the effectiveness of action taken or proposed to be taken to prevent personal injuries;
 4. To advise purchasing and ensuring quality or personal protective equipment conforming to national standards;
 5. To carry out safety inspection of building or other construction work in order to observe the physical conditions of work and the work practices and procedures followed by building workers and to render advise on measures to be adopted for removing unsafe physical conditions and preventing unsafe actions by building workers;

TECHNICAL CONDITIONS OF CONTRACT (TCC)

6. To investigate all fatal and other selected accidents;
 7. To investigate the cases of occupational diseases contracted and reportable dangerous occurrences;
 8. To advise on the maintenance of such records as are necessary with regards to accidents, dangerous occurrences and occupational diseases;
 9. To promote the working of safety committees and to act as an adviser to such committees;
 10. To organise, in association with concerned departments, campaigns, competitions, contests and other activities which will develop and maintain the interest of building workers in establishing and maintaining safe conditions of work and procedures;
 11. To design and conduct, either independently or in collaboration with other agencies, suitable training and educational programmes for prevention of accidents to building workers;
 12. To frame safe rules and safe working practices in consultation with senior officials of the establishment;
 13. Supervise and guide safety precautions to be taken in building and other construction work of the establishment.
- B.** Notwithstanding the above clauses, following shall also be covered under the scope:
1. To create awareness on all applicable Statutory Requirements in relation to HSE related matters among contract labours, staff and BHEL employees.
 2. Designing and implementing Site Specific Safety Management Plan.
 3. Finalizing list of safety documents to be generated at site and ensuring relevant safety documents are available at Site by interacting with HQ.
 4. To assist site In-charge in the continuous identification of Hazard / risk and its analysis.
 5. Ensuring regular Tool Box Meeting is held.
 6. Conducting training programs to BHEL / Contractor`s employees on fire Fighting System, Accident prevention, proper use of tools & tackles, Demonstration on use of PPEs, Electricals safety Systems, Good Safety Practice at Site and the essence of all the applicable Statutory Requirements.
 7. To provide necessary support to site management during Internal/External HSE Audits as and when conducted.
 8. To ensure regular Site Safety reporting to HQ.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

9. Planning for on Site Emergencies and emergency preparedness plan in coordination with Customer and BHEL HSE Coordinator.
10. Conducting mock drill at-least once in three months to ensure preparedness in case of emergencies like fire, electrocution, collapse of structure and other potential accidents.
11. Assisting Site In-charge in planning a safe Storage space.
12. To assists Site In-charge in the formation of safety Committee and Emergency Response Team (ERT).
13. To Coordinate and ensure timely Third-Party Inspection/Certification and witness the inspection & Testing of tools & Plants conducted by approved / competent agencies.
14. To assist Site In-charge in the compliance of Operation Control Procedures (OCP) and legal compliances to Safety, Health and Environment.
15. To assist Site In-charge in the continuous identification of aspect / Impact and its analysis.
16. To assist Site In-charge in the identification & implementation of resource and Energy Conservation practice.
17. To assist Site In-charge to adopt Pollution Control measures wherever possible.
18. To maintain / verify with contractor's statutory records, documents and to make available them as and when called for by the statutory authorities like labour commissioner, inspector of factories etc.
19. To assist Site In-charge in case of any unfortunate incidents including liaising with statutory authorities.
20. Any other work related to site HSE assigned from time to time.

Prohibition of performance of other duties – No safety officer shall be required or permitted to do any work which is unconnected to, inconsistent with or detrimental to the performance of the duties prescribed in this schedule. Technical Conditions of Contract.

2.2 To provide above services at TBG sites, bidder shall post Safety officers possessing minimum Qualification and experience as indicated below:

Qualification—A person shall not be eligible for appointment as a Safety Officer unless he:

- 2.2.1 Possesses a recognised degree or diploma in any branch of engineering or technology or architecture from UGC/AICTE approved institute/university and;
- 2.2.2 Possesses a degree or **diploma in industrial safety** with at least one paper in **construction safety** recognised by State Technical Board/UGC and;

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.2.3 **Degree in engineering** with a practical experience of working in a building or other construction work in a supervisory capacity or as a safety officer, pre or post safety qualification or combined, for a period of not less than **two years, or**

Diploma in engineering having a practical experience of working in a building or other construction work in a supervisory capacity or as a safety officer, pre or post safety qualification or combined, for a period of not less than **five years** and;

2.2.4 Has adequate knowledge of Hindi and/or English and language spoken by majority of building workers from the construction site in which he is to be appointed.

2.3 **Medical & Physical Fitness:**

A Safety officer deployed at site should be medically and physically fit for undertaking his assignment & should be fit for undertaking jobs even at height.

2.4 **Special Conditions**

2.4.1 Safety officers shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information accessible/available to them.

2.4.2 All Manuals, drawings, specifications and other relevant document/ data provided to Safety officer for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the Safety officers for any purpose other than for the designated task.

2.4.3 All data generated/ used by the Safety officers shall be the property of BHEL. These cannot be published/ utilized or taken away by the Safety officer or any staff of the Contractor.

2.4.4 Any official data like manuals, procedures, documents, records or reports shall not be shared to agency by the safety officer without the permission of BHEL site in-charge.

2.4.5 Credentials of Safety officers shall be approved by BHEL-TBG and/ or its customer prior to their deployment to BHEL sites. Bio-data and copy of all certificates in respect of qualification and experience of the candidate duly verified shall be submitted in one go for approval prior to his mobilization at TBG Site. BHEL may ask the agency to arrange for an in-person/telephonic/VC interview of the candidates at no extra cost to BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 2.4.6** Agency shall verify the candidate credentials through authentic sources like institute/university/organisation official website, official letter head etc. before submitting. BHEL at any stage, reserves right to ask the agency for such documentary evidence.
- 2.4.7** Experience certificates should have been issued by the employing company and not by the customer/client and it should be verifiable. Non-verifiable certificates shall not be accepted.
- 2.4.8** BHEL-TBG may also verify the above credentials (2.4.6, 2.4.7) at our end and if any unauthentic credential is found, actual cost incurred in verification, if any + **Rs. 1000/-** per candidate may be deducted from the monthly bill of the agency.
- 2.4.9** After approval, the candidate shall present all original certificates, mark sheets, and supporting documents to the BHEL Site In-charge for physical verification upon joining. The Safety Officer's joining will be formally accepted only after successful verification of these documents.
- 2.4.10** Provisional certificates shall not be accepted if more than three years have elapsed since the final semester/year. If the final certificate is unavailable at the time of joining, the agency shall submit a formal undertaking to provide it within **three months**. Non-submission within this period shall attract a penalty of **₹1000/-** per month. Further BHEL may disqualify the candidate and mandate their immediate removal from the site.
- 2.4.11** CV of all the candidates shall be forwarded by the agency with a cover letter mentioning the name, contact and proposed site of the candidate with following **undertaking**:
- “We hereby certify that the credentials of Mr. [Name of the candidate] have been duly verified and found to be authentic and in line with the contract requirements. Any future discrepancies associated with legal and/or financial, arises out of this shall be fully attributable to (name of agency).”
- 2.4.12** Safety officers shall report to BHEL TBG Site In-charge for all administrative and functional purposes. However, HQ-HSE may also interact/advise/guide the safety officer as per the HSE and site requirement.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 2.4.13** No TA/DA or any such expenses shall be admissible either to safety officer or to agency by BHEL against joining of safety officer. These expenses to be borne by the agency/safety officer himself.
- 2.4.14** IF required and instructed by BHEL officials, the contractor shall provide Consultancy services by deputing its personnel from an existing site to another site. In such case, the contractor will however be reimbursed expenses incurred on such deployment only for the person deputed, as below:
- a) Travel expenses at actual shall be paid (limited to **3AC** TO&FRO train fare) with reservation / supplementary charges etc. subject to furnishing the proof of travel like train/bus ticket.
 - b) Local conveyance charges (Actual bus/auto rickshaw/taxi fare for local journeys at both stations) as permitted/verified by the BHEL official.
 - c) Daily allowances @ **Rs.250/-** per day during travel.
 - d) BHEL shall provide transit accommodation during tour to other sites. If accommodation is not provided by BHEL then lodging charge @ Rs.1100/-(excluding GST), or actual **whichever is less, extra per day shall be payable by BHEL against submission of claim with bills and receipts.** Toured site shall verify and forward the bill to the agency who will further claim it with his monthly invoice from BHEL.
- 2.4.15** "TO&FRO" travel cost from safety officer's place of residence to site shall be borne by the agency/safety officer at the time of joining of site. No additional cost, whatsoever shall be admitted by BHEL on this account.
- 2.4.16** Safety officer/agency shall arrange his own **means of conveyance** for daily commutation to site, however, if suitable, BHEL may extend the existing transport facility to safety officer.
- 2.4.17** Agency shall have to provide the Safety Consultancy services on a continuous (daily) basis.
- 2.4.18** Safety officers shall follow working hours, number of working days per week and holidays as per norms and schedule of holidays of BHEL office where they are deputed.
- 2.4.19** Each man-day shall consist of 8 (eight) working hours excluding lunch break. However, at times, work may continue till extended hours and on holidays. Presence of safety officer may be required during such time and on holidays. Extra hours/days worked as per site requirement, if any, may be compensated in terms of leave/off.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 2.4.20** Payment against **weekly rest days** are already included in the daily rate of minimum wages as per official gazette of Ministry of Labour & Employment, dated 19.01.2017 and thereafter in central sphere minimum wages circular dated 28.09.2018. However, if safety officer is asked to attend site on a weekly rest day(s), as observed by BHEL, an additional single wages payment shall be admissible. Thus, monthly payment shall include payment against number of days, the safety officer has actually attended the site in that particular month including weekly rest days.
- 2.4.21** Safety Officers shall be entitled to **paid holidays** in accordance with the schedule observed at TBG sites. However, if a Gazetted or site holiday falls within a period of continuous absence/leave taken by the Safety Officer, such holiday(s) shall be treated as part of the leave/absent and shall not be eligible for pay, except with CL.
- 2.4.22** Safety Officers shall be entitled to **15 days of Earned Leave** per year, paid out monthly at a rate of 1.25 days' wages. To qualify for this payment, the officer must attend site for a minimum of 20 days in that calendar month. No partial or pro-rata payments shall be made if the 20-day attendance requirement is not met.
- 2.4.23** Safety Officers shall also receive **12 days** of additional paid **casual leave (CL)**. They shall accrue one day of Casual Leave (CL) for each completed month of service (12 days total per year). The leave cycle runs from **1st Aug to 31st July**. Any unused balance at the end of the cycle will lapse and cannot be carried forward. All other absences will be treated as "Leave Without Pay," with compensation paid only for actual days worked.
- 2.4.24** If the delay in initial deployment or re-deployment exceeds 20 days from the date of intimation for requirement of safety officer, **Rs.100/- per day** (including initial 20 days also) may be deducted from the next monthly bill. (Explanation: suppose deployment/redeployment is done after 25 days of intimation, Rs. 2500/- shall be adjusted/deducted from the next monthly bill of the agency, based on the physical joining of the candidate).
- 2.4.25** Leave requests by safety officers must be submitted in writing with a notice period equivalent to **twice** the number of days leave requested (e.g., 14 days' notice for 7 days' leave).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 2.4.26** In the event of resignation by safety officer, a minimum of **one-month notice period** is mandatory otherwise bill against that service period may not be entertained. Absence from the site is strictly prohibited without the prior consent and approval of the BHEL Site In-charge.
- 2.4.27** In case deputed Safety Officers goes on **long leave** (> 10 days), the Agency shall provide a suitable replacement at its own cost. In the event of a Safety Officer's resignation or unauthorized absence, the Agency must deploy a qualified substitute within twenty (20) days of the service interruption or intimation, covering all associated costs including travel. Should the Agency fail to provide these services as required, BHEL reserves the right to engage through alternative source for such services on behalf of the agency.
- 2.4.28** The agency shall ensure that all wages and admissible dues are paid to the deployed Safety Officers **no later than the 7th day of the following month**. If the agency fails to do so, BHEL reserves the right to directly disburse such payments. All such disbursements, along with applicable BHEL administrative charges, shall be back-charged or recovered from the Agency's pending bills, Security Deposit, or Bank Guarantee. Upon demand, the Agency shall furnish certified payroll sheets, duly signed and containing full details of all payments made to the Safety Officers.
- 2.4.29** If the performance of a Safety Officer is found **unsatisfactory**, BHEL shall discontinue their services immediately. No payment shall be admissible for such deployment from the date of formal intimation to the Agency or the individual. The Agency must provide a qualified replacement within twenty (20) days, failing which BHEL reserves the right to initiate penal action as per **Clause no. 2.4.24**.
- 2.4.30** In case Safety officers are found to be indulged in **malpractices**, their services will be terminated with immediate effect without giving any notice, in such case, BHEL reserves right to decide if the payment for the services provided by such Safety officer(s) is to be admitted. Replacement of such persons will have to be arranged by the contractor within 20 days, failing which will attract action as per **clause no. 2.4.24**.
- 2.4.31** In case, the contractor fails to provide Safety officers in time, BHEL shall have the option to arrange services through other suitable service provider. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 2.4.32** Any **penalty imposed by the Customer** due to the non-availability or inadequate performance of the Safety Officer shall be directly and fully transferable to the Agency.
- 2.4.33** Medical expenses, insurance and other liabilities of Safety officers posted at sites shall be the responsibility of the agency during onsite or offsite. The agency shall indemnify BHEL against all risks and consequential liabilities that may occur due to the negligence of their safety officer.
- 2.4.34** The Agency shall be solely responsible for full compliance with all applicable statutory requirements, such as the Code on Wages (2019), Code on Social Security (2020), Employee Compensation Policy, PF, ESIC, Minimum Wages, Bonus payments, leave compensation and Medical Insurance. Verified copies of relevant documentary proof (e.g., PF/ESI challans and wage registers) must be submitted to BHEL with monthly bills or at the time of deployment as required.
- 2.4.35** Given the professional nature and high qualifications required for the role, Safety Officers shall be classified as specialized personnel. While the Minimum Wages Act (and the subsequent Code on Wages, 2019) serves as a benchmark for estimation only, the Agency shall ensure that the remuneration provided is not less than the prevailing rate for the **area "A" of "Highly Skilled" category**, ensuring all statutory protections for specialized contract personnel are maintained.
- 2.4.36** Payment against PF shall only be admissible to the candidates whose
- 2.4.37** Standard monthly wage (Basic+DA) is less than **Rs. 15,000/-**(or as per prevailing limit revised by the appropriate body) or
- 2.4.38** If a candidate is **an existing member of the Employees' Provident Fund (EPF)** prior to deployment at the BHEL site, the Agency shall submit a copy of their Universal Account Number (UAN) along with other credentials. In such cases, the employer's PF contribution
- 2.4.39** shall be calculated based on the statutory wage ceiling (Basic + DA) of **₹15,000** per month, as per current EPFO guidelines.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 2.4.40** If the candidate is not a member of the fund, the Agency must submit a formal declaration **(Form-11)** stating: "I am not currently a member of any provident fund and have no UAN generated in my name."
- 2.4.41** Payment toward statutory bonus shall not be admissible as the monthly wages of the Safety Officers exceed the current eligibility threshold of **₹21,000**. However, However, in the event the Government of India or the appropriate authority revises this limit upward, such bonus payments shall become admissible and payable by BHEL to the Agency as per the prevailing statutory rules.
- 2.4.42** Liaison with any statutory body, such as PF commissioner, labour inspectorate etc. w.r.t. safety officers shall be agency's responsibility.
- 2.4.43** It is estimated that one (1) Safety Officer will be sufficient to provide the safety consultancy services at each site. However, BHEL reserves the right to increase the number of Safety Officers based on site requirements. The Bidder shall maintain the same quoted rates for any additional deployments as required throughout the contract period.
- 2.4.44** Accommodation in BHEL GH, if available, may be provided on no cost basis by BHEL. Transportation between such accommodation and site shall be in the scope of agency/safety officer, however, if suitable, BHEL may extend the transport facility as a courtesy to safety officer.
- 2.4.45** In the event that BHEL does not provide accommodation, the safety officer himself shall be responsible for arranging a suitable housing near the site. In such cases, the Agency shall pay a fixed allowance of **₹6,500 per month as HRA** to the Safety Officer for this purpose. This amount shall be reimbursable by BHEL upon submission of proof of payment (e.g., the Safety Officer's bank statement). All "To & Fro" travel costs between the place of residence and the site shall be borne by the Safety Officer, and BHEL shall entertain no additional claims on this account.
- 2.4.46** Full **HRA** (House Rent Allowance) shall be payable only if the Safety Officer attends site for full working days. In case of absence (except weekly offs, holidays and authorized casual leaves), HRA shall be paid on a pro-rata basis, calculated as: $(\text{Monthly HRA Rate} \div 26) \times \text{Actual Days Present}$.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.4.47 The Agency shall submit documentary proof of all statutory and contractual payments along with each monthly bill. This includes, but is not limited to, verified bank statements, payment receipts, and Electronic Challan-cum>Returns (ECRs) for:

- a. Wages and Allowances: Direct bank transfer records for the deployed Safety Officers.
- b. Statutory Contributions: PF (12%) and ESI (if applicable) challans confirming deposit by the 15th of the month.
- c. Taxes: Proof of GST remittance and TDS (Form 24Q/16A) where applicable.
- d. Reimbursements: Bank transfer proofs for HRA as per **Clause 2.4.45**.

2.4.48 BHEL Sites may also follow Shift working to meet the requirements of construction activities, hence BHEL reserve the rights to depute safety officers during any shift in a day.

2.4.49 The Agency shall provide all necessary **Personal Protective Equipment (PPE)**, including but not limited to Safety Shoes, Helmets, and Reflective Jackets to the Safety Officer immediately upon their mobilization and other utilities like torch, rain suit, umbrella, etc. at the site as and when required. All PPE must comply with BHEL's safety standards and relevant IS (Indian Standard) specifications.

2.4.50 BHEL shall provide reasonable office space and furniture for the Safety Officer. These facilities may be shared with other BHEL or subcontractor personnel as per site requirements. The Safety Officer is strictly prohibited from sharing these facilities with any unauthorized person without prior written permission from the BHEL Site In-Charge.

2.4.51 If the credentials of the safety officer submitted by agency is found unauthentic at any stage of service. The services of that particular safety officer shall be terminated immediately and any payment made against that safety officer's services shall be recovered from the agency's bills/dues.

2.4.52 Subject to availability, BHEL may provide a laptop or desktop for the Safety Officer's official use. Any BHEL-issued laptop must remain within the project premises and shall not be removed under any circumstances. If BHEL systems are unavailable, the Safety Officer may be permitted to use a personal system or, with specific authorization, a BHEL official's system. Use of any external device for BHEL data shall be subject to BHEL's IT Security Policy.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 2.4.53** BHEL issues a **Monthly HSE Activity Calendar** at each site, encompassing daily, weekly, and monthly requirements such as Management Safety Walks, training sessions, inspections, record-keeping, mock drills, motivational programmes, and Safety Committee meetings, etc. The Safety Officer must submit a comprehensive **Monthly Activity Report** detailing these activities through the Agency. Submission of this validated report is a mandatory prerequisite for processing the Agency's monthly invoices for that specific Safety Officer.
- 2.4.54** Agency shall ensure at their own cost that Safety personnel deployed by it, has smart phones with good camera (with 4G and above internet connectivity) so that they can take photos/videos promptly and also communicate immediately as per requirement of BHEL.
- 2.4.55** Upon joining, all Safety Officers are required to install and use BHEL's dedicated "**HSE Observer App**" for daily/weekly safety reporting, including the submission of geo-tagged photographs. Furthermore, the Safety Officer shall be responsible for the meticulous maintenance and upkeep of all safety records in strict accordance with the BHEL HSE Manual and procedures.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Time Schedule

3.0 Time Schedule

3.1 The Agency shall submit the CV and professional credentials of prospective Safety Officers within **ten (10) days** of receiving a written or telephonic intimation from BHEL-TBG. Upon approval of the credentials by TBG-HQ or the Customer, the Agency must ensure mobilization of the personnel at the designated site within **ten (10) days**.

The Agency is responsible for obtaining a valid **Work Order** (or extension) from the respective BHEL Site In-Charge. The official date of joining shall be certified by the authorized BHEL site official. Payment obligations shall commence from the **certified date of joining** or the date of requirement specified by BHEL, whichever is later. The Agency shall maintain continuous coordination with the site to ensure the uninterrupted availability of Safety Officers.

3.2 **Penalty as per clause no. 2.4.24** shall be levied upon contractor on failing to mobilize the safety officer within cumulative 20 days (10 days for CV submission + 10 days for mobilization after approval of CV). Any delay or advancement in any of the above/said two activities shall be adjusted and accordingly total delay shall be calculated.

3.3 Tentative Deployment Plan:

Tentative deployment plan during the Two Year shall be around **802** man-months. The Safety officers under this contract may be deployed at any of the BHEL TBG sites throughout Bharat. A tentative list of currently running TBG sites are given in Chapter-I Project Information. Agency shall be intimated with the changes in the above list time to time.

Notes:

1. Deployment period given above is only tentative/indicative. Numbers may vary according to actual requirement of BHEL and the contractor shall provide services as per BHEL's requirement. Additional requirement, if any, shall be met by contractor at the same rates, terms and conditions.
2. The deployment of Safety officer(s) may vary as per actual requirement.
3. Deployment of Safety Officers shall be done solely at the discretion of BHEL.
4. Quantity variation – The total contract value is subject to variations depending upon the actual requirement. Individual items can vary up to any extent, however, total contract value may vary up to $\pm 30\%$ of the original contract value. Further, there shall be no compensation for any reduction in the overall contract value.
5. Amendment shall be issued before utilisation of variation clause, if required.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

6. The rate contract shall be valid for 2 years, effective from the date of issue of LOI/rate contract whichever is earlier. However, BHEL may renew the contract for a further three months/ or part thereof with mutual consent, provided quantity is available as per terms.
7. BHEL shall reserve the right and option to effect premature termination of this contract at any point of time, if felt necessary without any financial implication to BHEL.
8. Bidder shall submit monthly cumulative utilization by 5th of every month to HSE TBG HQ NOIDA. He shall also ensure that the utilization does not exceed the total Contract man months & accommodation units, including amendment, if any. If cumulative utilization of man months and/or accommodation months exceeds the Rate Contract man months, payment shall not be made against extra man months/accommodations units till rate contract amendment is issued.
9. Agency shall execute all the work orders placed within the contract period till the exhaustion of man-months or termination of work order, whichever is early.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: Terms of Payment

4.0 Terms of Payment

- 4.1 Based on man days actually deployed and certification by BHEL Site In-charge, contractor shall submit monthly bills to HSE/HQ. After due verification of the bills and supporting documents, the same shall be forwarded to finance department for payment to the contractor.
- 4.2 Based on rate contract issued to successful bidder, separate work order (including extensions, if required) for each deployment **shall be issued by respective site after approval from sector-head.**
- 4.3 Agency shall submit bills for providing Safety Consultancy Services once in a month, detailing work done by them during the month. The format for billing shall be approved by BHEL before raising invoices.
- 4.4 It shall be the responsibility of agency to obtain and submit certificate (e.g. verified attendance sheet) from BHEL site officials regarding deployment of claimed man days.
- 4.5 Payment for the services provided by the agency under this contract will be made by BHEL within 15 days from the date of the submission of clear and correct bills by the agency along-with details/desired supporting documents/proofs, subject to completion of assigned work to the agency personnel to the satisfaction of the BHEL officials.
- 4.6 Payments to agency shall be made through e-payment. One-time e-payment details along with a cancelled cheque to be submitted by the agency with/before the first bill.
- 4.7 In the event a Safety Officer joins the site but leaves or asked to **leave within 15** calendar days for any reason whatsoever, no billing or payment shall be entertained for the services rendered during that period.
- 4.9 **Mobilization Advance:** No mobilization advance is payable in this contract.
- 4.9 **Price Variation and Overrun Charges:** The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable. No overrun charges and price variation shall be payable/recoverable. However, the statutory requirements related to minimum wages and others such as PF, ESI, Bonus and Leave compensation, etc. shall be complied but the accommodation part shall remain firm.
- 4.10 List of document/evidences required to be submitted by agency every month for processing of payment by BHEL against each Safety officer.
1. Invoice in three copies
 2. Attendance sheet of safety officer endorsed by site in charge.
 3. Proof of PF, GST, insurance.
 4. Proof of payment of monthly wage of safety officer (bank statement/e-pay).
 5. Proof of HRA payment (bank statement/e-pay) (if separately credited)
 6. Proof of Leave compensation, bonus as applicable (bank statement/e-pay)
 7. Monthly activity report duly signed by safety officer and site in-charge

TECHNICAL CONDITIONS OF CONTRACT (TCC)

8. Any other document/evidence as may be required by BHEL.
- 4.11 The Contractor acknowledges having fully understood the Scope of Work and site conditions prior to bidding. All responsibilities and obligations specified under these contract terms shall be deemed included in the quoted rates, and no additional claims for costs shall be entertained.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Insurance and Legal Liabilities

It shall be the sole responsibility of the Contractor to take appropriate **insurance** policies on his own cost to cover his safety officers against the risks of accidents and injury while at work as required by the rules and make compensation if any. Project specific policies may be required by the BHEL/Customer which shall also be agency's responsibility to arrange within stipulated time. Contractor shall submit the proof of such insurance to BHEL for verification and record purpose. Renewal of the same shall also to be ensured without gap. Failure in taking timely insurance shall attract a **penalty of Rs. 1000/-** per month per project and other suitable punitive action as deemed fit by BHEL including risk & cost. However, agency shall be fully liable for any legal, financial or medical implication that comes during non-coverage period, including gap in renewal, and the same shall be fully attributable to the agency.

Apart from the above, the Agency shall also be solely responsible for full compliance to all applicable **legal and statutory requirements**, such as the Code on Wages (2019), Code on Social Security (2020), Employee Compensation Policy, PF, ESIC, Minimum Wages, Bonus payments, leave compensation and Medical Insurance, etc.

Note: Bidder, service provider, agency or contractor, mentioned in this document has the same meaning and hence should be taken as synonyms to each other.

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> <ul style="list-style-type: none">I. Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.II. The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

	<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)	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
i)	Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
j)	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
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

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:

1.	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.
2.	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 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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: Liquidated Damage/ Penalty

7.0 LD / Penalty as mentioned in various chapter of “Technical conditions of contract” are being reproduced & consolidate herewith: -

Sl no.	Tender ‘s conditions	Penalties/ fines for Non-Compliance/ Breach of contract
1	<p>A. Agency shall verify the candidate credentials through authentic sources like institute/university/organisation official website, official letter head etc. before submitting. BHEL at any stage, reserves right to ask the agency for such documentary evidence.</p> <p>B. Experience certificates should have been issued by the employing company and not by the customer/client and it should be verifiable. Non-verifiable certificates shall not be accepted</p> <p>Reference: - Clause no. 2.4.6 & 2.4.7 (Chapter – II: Scope of Works/TCC)</p>	<p>1) BHEL-may also verify the above credentials (A & B) at our end and if any unauthentic credential is found, actual cost incurred in verification, if any + Rs. 1000/- per candidate may be deducted from the monthly bill of the agency.</p> <p>2) Above penalty shall double after 5 such un-authentic submission of credentials. Further, after 10 such unauthentic submissions, Rs. 5,000/- per candidate may be deducted from the monthly bill.</p> <p>3) Provisional certificates shall not be entertained after 3 years of final semester/year. If it is not available, agency shall submit an undertaking that the copy of final certificate shall be submitted within three months from the date of approval of the CV. Failing which, a penalty of Rs. 500/- per month may be deducted from the monthly bills of agency against that candidate till the final copy is received by BHEL.</p> <p>Reference: - Clause no. 2.4.8, 2.4.9 & 2.4.10 (Chapter – II: Scope of Works/TCC)</p>
2	<p>If the delay in initial deployment or re-deployment exceeds 20 days from the date of intimation for requirement of safety officer, Rs.100/- per day (including initial 20 days also) may be deducted from the next monthly bill. (Explanation: suppose deployment/redeployment is done after 25 days of intimation, Rs. 2500/- shall be adjusted/deducted from the next monthly bill of the agency, based on the physical joining of the candidate).</p> <p>Reference: - Clause no. 2.4.24 (Chapter – II: Scope of Works/TCC)</p>	
3	<p>In case the performance of the Safety officers is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against such deployment from the date of intimation/notification to Safety officer/agency. Replacement of such person(s) will have to be arranged by the contractor within 20 days, failing which will attract action as per Point no. 2 above. failing which will attract action as per point no. 2 above</p> <p>Reference: - Clause no. 2.4.29 (Chapter – II: Scope of Works/TCC)</p>	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

4	<p>In case Safety officers are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice, in such case, BHEL reserves right to decide if the payment for the services provided by such Safety officer(s) is to be admitted. Replacement of such persons will have to be arranged by the contractor within 20 days, failing which will attract action as per point no. 2 above</p> <p>Reference: - Clause no. 2.4.30 (Chapter – II: Scope of Works/TCC)</p>
5	<p>Penalty as per clause no. 02 above shall be levied upon contractor on failing to mobilize the safety officer within cumulative 20 days (10 days for CV submission + 10 days for mobilization after approval of CV). Any delay or advancement in any of the above/said two activities shall be adjusted and accordingly total delay shall be calculated.</p> <p>Reference: - Clause no. 3.2 (Chapter – III: Time Schedule/TCC)</p>
6	<p>It shall be the sole responsibility of the Contractor to take appropriate insurance policies on his own cost to cover his safety officers against the risks of accidents and injury while at work as required by the rules and make compensation if any. Project specific policies may be required by the BHEL/Customer which shall also be agency's responsibility to arrange within stipulated time. Contractor shall submit the proof of such insurance to BHEL for verification and record purpose. Renewal of the same shall also to be ensured without gap. Failure in taking timely insurance shall attract a penalty of Rs. 1000/- per month per project and other suitable punitive action as deemed fit by BHEL including risk & cost. However, agency shall be fully liable for any legal, financial or medical implication that comes during non-coverage period, including gap in renewal, and the same shall be fully attributable to the agency.</p> <p>Reference: - Clause no. 5.0 (Chapter – V: Other Requirements/TCC)</p>

Total ceiling limit of LD/ Penalty under above points shall be 10% of the contract value along with applicable GST (if any) on LD/ Penalty. Once the maximum limit of delay is reached, BHEL may consider termination of the contract and forfeiture of the Security deposit. Amended work order value shall be considered for calculating LD/ penalty.

*****End of the document*****



TENDER NO.: TBSM/RC/SAFETY MANPOWER/TENDER/26-27,
Date. 30-06-2026

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

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.
- iv) **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.

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 Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection

1.2.5 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.

1.2.6 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.

1.2.7 **SITE/LOCATION VISIT:** Before submission of Offer, the bidders are advised to understand the scope of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

1.2.8 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.

1.3. 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 evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before price bid opening.
- ii) Assessing Bidder's Capacity for executing the current tender shall be as per Notice Inviting Tender.
- iii) 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.
- iv) 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.

1.9.6 MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of bid submission. However, there is no exemption of security deposit submission.

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)	“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.

xxiii)	“TEMPORARY WORK” shall mean all temporary works for every kind required in or for the execution, completion, maintenance of the work.
xxiv)	‘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.
xxv)	‘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.
xxvi)	“COMMENCEMENT DATE” or “START DATE” shall mean the commencement/start of work at Site as per terms defined in the Tender.
xxvii)	“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.
xxviii)	“TERMINATION” of Contract shall mean the pre mature closing of contract due to reasons as mentioned in the contract.
xxix)	“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.
xxx)	“RE MOBILIZATION” shall mean the resumption of work with all resources required for the work after demobilization.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION

The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause 2.21.2 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.

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 COMMENCEMENT OF WORK

2.4.1 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.

2.4.2 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.

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

2.5 MODE OF PAYMENT:

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

2.6 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.

2.6.1 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.

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

- IV. Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- V. Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.
- VI. 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.
- VII. 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.
- VIII. 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.

2.8 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 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.

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

2.8.3 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.

2.8.4 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.

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

2.8.6 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.

2.8.7 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.

2.8.8 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.

2.8.9 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.

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

2.8.11 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.

2.8.12 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.

2.8.13 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.

2.8.14 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.

2.8.15 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.

2.8.16 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.

2.8.17 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.

2.8.18 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.

2.8.19 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 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.

2.12 INSURANCE

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

2.12.2 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.

2.12.3 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.

2.12.4 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.

2.13 STRIKES & LOCKOUT

2.13.1 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.

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

2.14 FORCE MAJEURE

2.14.1 "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.

2.14.2 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.

2.14.3 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.

2.14.4 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.

2.14.5 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.

2.14.6 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.

2.14.7 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.

2.15 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 (**Addl. General Manager/HSE, TBG-Noida**) 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

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.15.4 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.

2.16 CONSEQUENTIAL LOSS

2.16.1 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.

2.17 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.

2.18 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

2.19 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.

2.20 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).

2.21 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

2.22 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.

2.23 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

2.24 OTHER ISSUES

2.24.1 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.

2.24.2 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.

2.24.3 Unless otherwise specified in NIT, offers from 'Consortium'/ 'JVs (formed specifically for participating in the tender)', shall not be considered.

CHAPTER -3

1. GENERAL INSTRUCTION TO BIDDERS:

1.1 STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:

Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be as applicable with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT-1970 AND THE RELATED RULES, THE MINIMUM WAGES ACT-1948 AND THE RELATED RULES, THE PAYMENT OF WAGES ACT-1936 AND THE RELATED RULES, THE FACTORIES ACT -1948, THE EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' DEPOSIT LINKED INSURANCE (EDLI) SCHEME-1976, EMPLOYEES' PENSION SCHEME-1995, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), THE EMPLOYEES COMPENSATION ACT 1923 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), PAYMENT OF BONUS ACT-1965, PAYMENT OF GRATUITY ACT-1972, INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INDUSTRIAL EMPLOYMENT (STANDING ORDER) ACT-1960 , THE INDUSTRIAL DISPUTES ACT-1947, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT-2013, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES, U.P DOOKAN AUR VANIJYA ADHISHTHAN ADHINIYAM, 1962, MATERNITY BENEFIT ACT, 1961, INTER-STATE MIGRANT WORKMEN ACT, 1979, THE CODE ON WAGES, 2019 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by**

the concerned statutory authorities and also provide a copy of the same to BHEL.

1.2 DEATH CUM ACCIDENTAL INSURANCE POLICY: The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of Rs. 5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs.5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract.

1.3 The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.

1.4 The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for all the personnel deployed by the Contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit;

and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.

- 1.5** BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 1.6** Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- 1.7** The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 1.8** **The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL.**

1.9 CARE & TREATMENT: Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor so,** as to be readily accessible during all working hours. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in su

1.9.1 Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

1.9.2 The Payment of Bonus Act, 1962: (Where applicable)

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in FORM- C.
- The contractor shall send a return in FORM - D to the Inspector so as the reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

1.9.3 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are

available on the Website of this Ministry at the link below:

<http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register - FORM A.
- Wage Register - FORM B.
- Register of Loan/Recoveries - FORM C.
- Attendance Register - FORM D.

1.10 RETURNS UNDER LABOUR LAWS: The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts *{(1) Payment of Wages Act, 1936 (2) Minimum Wages Act, 1948 (3) Contract Labour (Regulation and Abolition) Act, 1970 (4) Maternity Benefit Act, 1961 (5) Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 (6) Payment of Bonus Act, 1965 (7) Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979 (8) Industrial Disputes Act, 1947 (9) The Mines Act 1952}* has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.

1.11 The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.

1.12 No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.

1.13 CONDUCT: Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any

officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.

1.14 BHEL will nominate representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective administration department for each work premise covered under this Agreement.

1.15 In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.

1.16 The Contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.

1.17 Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The

contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.

1.18 IDENTITY: The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

1.19 ISSUE OF PHOTO IDENTITY CARD: Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.

1.20 CHARACTER VERIFICATION AND ANTECEDENCE: The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in BHEL premises. It is mandatory for the Contractor to Arrange / Apply for "On Line" Police Verification in respect of each individual deputed for BHEL on his own expenses and **submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him/her for BHEL treating it as a mandatory requirement.** Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. **In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.**

1.21 WAGES:

1.21.1 Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) are subject to

amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.

1.21.2 The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Central government. notified Minimum Wages)

1.21.3 All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract and as per details enumerated in **Annexure- K**.

1.21.4 Every contractor shall issue wage slips, to the Safety Officer at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the 'Wage Slip'. **The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.**

1.21.5 Where any member of Contractor's workforce deployed at BHEL-premises has been— (i) removed or dismissed from service by the Contractor; or (ii) retrenched or has resigned from service, the wages payable to him shall be paid by the Contractor within two working days of his removal, dismissal, retrenchment or, as the case may be, his resignation.

1.21.6 All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

1.21.7 Notwithstanding anything contained in any other law for the time being in force, there shall be no deductions from the wages of the employee, except those as are authorized under the code for payment of wages.

1.21.8 An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: "*Certified that the amount shown in column No. ... has been paid to the Safety Officer concerned on at*"

1.21.9 MODE and TIME FOR PAYMENT OF WAGES: The Contractor shall make the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current coin or currency or in both. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The contractor shall pay or cause to be paid wages to their workforce (deployed at BHEL-premises), engaged on monthly basis, before the expiry of the seventh day of the succeeding month. Any delay on this account (i.e. delay in disbursement of monthly wages) may results into penalty or termination of Contract.**

1.22 The Contractor shall comply with the provisions of the **PAYMENT OF WAGES ACT, 1936** or any other law time being enforced in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL, such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by BHEL shall be deemed to be money payable by BHEL on behalf of the Contractor and BHEL may on failure of the Contractor to repay such money to BHEL deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

1.23 EPF: The Contractor shall comply with the provisions of **EMPLOYEES PROVIDENT FUND SCHEME, 1952; EMPLOYEES' PENSION SCHEME, 1995; AND EMPLOYEES DEPOSIT LINKED INSURANCE SCHEME, 1976;** as modified from time to time

through enactment of **EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, 1952**, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess “**UAN CARD**” having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.

1.24 ESI: The contractor shall strictly comply with the provision of **EMPLOYEES' STATE INSURANCE ACT-1948** (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess “**ESIC SMART PEHCHAN CARD**” so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.

1.25 In lieu of ESI *{for those set of workforce who are or will be outside the coverage of ESI, if any}*, a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the worker and dependent family members within the same allocable ESI cost will be taken by the contractor and it shall be voluntary for respective workforce.

1.26 CONTRACTOR TO ENGAGE WORKFORCE BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY: While engaging & deploying the workforce, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of

the society also in order to have a fair representation of these sections.

1.27 Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.

1.28 The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.

1.29 The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.

1.30 The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.

1.31 The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules & regulations, any other provisions applicable to his workforce deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (alongwith first bill) to BHEL having conducted such a training to all the workforce.

1.32 **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the job / services as details mentioned in **Section-III** on day to day basis.

1.33 Safety, Health and Environment (SHE) MANAGEMENT:

1.33.1 All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.

1.33.2 The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.

1.33.3 Safety and Personal Protective Equipment: Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.

1.33.4 Safety Training: The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.

1.33.5 Safety and Health Plan: The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project-specific requirements that BHEL has specified.

1.33.6 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "National Policy on Safety, Health and Environment at Workplace".

1.34 BHEL shall have no direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.

1.35 In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL

will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.

1.36 BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.

1.37 The Contractor will submit periodical returns as may be specified from time to time by BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL also.

1.38 All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.

1.39 The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.

1.40 It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.

1.41 The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf of Contractor shall visit and check their workforce deployed at BHEL premise periodically in different shift and monitor their performance.

1.42 Personal bag & baggage of all the workforce deployed by Contractor at BHEL-Premise shall be liable for physical check-up both at the time of entry into the campus and while leaving at the security gate.

1.43 The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer - employee relationship between BHEL and the said employees of Contractor on any ground whatsoever. BHEL will not issue any experience certificate to the employees of the Contractor.

1.44 For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL's Security Office before they are brought into the BHEL-premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within BHEL premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.

1.45 The contractor shall not deploy any workforce below the age of 18 years.

1.46 The contractor's workforce shall not loiter in the BHEL premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.

1.47 The contractor's workforce shall not indulge in entertaining their guests/outside in the work premise.

1.48 **DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.

1.49 **SUPERVISORY SERVICES:** Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:

- Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.

- Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
- To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.

Note: The workforce engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.

ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018

BRIEF 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/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
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.
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.
- 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)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or 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>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p>

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	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 / 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. 3 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.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

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

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated_____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

Name, with designation

Date

Format 5 to BHEL Conciliation Scheme, 2018
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.*



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
PROCEDURES

BHARAT HEAVY ELECTRICALS LIMITED
TRANSMISSION BUSINESS GROUP

FORMS & PROCEDURES

INDEX

SN	DESCRIPTION	FORM NO	REMARKS
1.0	Forms		
1.1	Offer forwarding Letter/ Submission of Tender	F-01 (Rev 00)	
1.2	Declaration by Authorized Signatory	F-02 (Rev 00)	
1.3	Power of Attorney for Submission of Tender/ Signing Contract Agreement	F-03 (Rev 00)	
1.4	Declaration by Authorized Signatory Regarding Authenticity of Submitted Documents	F-04 (Rev 00)	
1.5	No Deviation Certificate	F-05 (Rev 00)	
1.6	Declaration confirming knowledge about Site Conditions	F-06 (Rev 00)	
1.7	Declaration for relation in BHEL	F-07 (Rev 00)	
1.8	Non-Disclosure Certificate	F-08 (Rev 00)	
1.9	Bank Account Details for E-Payment	F-09 (Rev 00)	
1.10	Form for seeking clarifications	F-10 (Rev 00)	
1.11	Contract Agreement	F-13 (Rev 00)	
1.12	Proforma of Insurance Surety Bond towards Earnest Money Deposit	F-17 (Rev 00)	
1.13	Bank Guarantee for Performance Security	F-18 (Rev 00)	WAM-22
1.14	Proforma of Insurance Surety Bond towards Security Deposit	F-19 (Rev 00)	
1.15	Indemnity Bond	F-24 (Rev 00)	
1.16	Refund of Security Deposit	F-28 (Rev 00)	WAM-10

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. General Conditions of Contract
6. 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 perused the list of Project Sites as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site location and conditions including Wage structure, Availability of 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:

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 PERFORMNCE 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.

BILL OF QUANTITY CUM PRICE SCHEDULE (UNPRICED)

WORK DESCRIPTION: RATE CONTRACT FOR SAFETY CONSULTANCY SERVICES TO PROVIDE SAFETY OFFICERS AT TBG SITES FOR THE PERIOD OF TWO (02) YEARS

TENDER NO.: TBSM/RC/SAFETY MANPOWER/TENDER/26-27, Date. 30.06.2026

Srl. No.	Components	Area'A' Amount (Rs.)	Area'B' Amount (Rs.)	Area'C' Amount (Rs.)
Part-A	Monthly Wage Structure			
1	Daily wage rate (as per minimum wages of highly skilled manpower of area'A', 'B' and 'C')	1094	1008	918
2	Hardship Allowance for posting at sites falling under area "B" or "C" (A-B and A-C)	0	86	176
3	Effective daily wage rate (after considering hardship allowance for Area "B" and "C")	1094	1094	1094
4	Std Working days/month (considering 4 paid weekly offs-included in daily wage rates-item 1)	26	26	26
5	Monthly consolidated wage (3x4)	28444	28444	28444
6	EPF @ 12% on item no. 5 (Limited to Rs. 15000 only)	1800	1800	1800
7	EDLI @ 0.5% of Rs. 15000/-	75	75	75
8	Admin charges on EPF @ 0.50% of Rs. 15000/-	75	75	75
9	Bonus @8.33% of item no. 5 (applicable if monthly wages <21001)	0	0	0
10	Payment against monthly earned leave compensation @1.25 days per month (1.25x3)	1368	1368	1368
11	Payment against misc. expenses (Insurance+PPE+Gumboot+Raincoat+Umbrella,etc)	250	250	250
12	Total monthly payment excluding HRA payment (5+6+7+8+9+10+11)	32012	32012	32012
13	Total monthly payment excluding HRA payment (5+6+7+8+9+10+11)		32012	
14	Total man-months considering current & future projects		802	
15	Total Estimated Expenditure on account of Man months excluding HRA payment (13X14)			2,56,73,624
Part-B	Other payments			
16	Rate of monthly HRA (if accomodation not provided)		6500	
17	Estimated manmonths for HRA (60% of Sl. No. 14)		481	
18	Total payment for HRA			31,26,500
19	Estimated man-days against working on weekly off days (as per site requirement only) (14x2)		1604	
20	Estimated expenditure for payment against working on weekly offs (Sl. No. 19x sl. No. 3)			17,54,776
21	Total estimated amount (15+18+20) (Excl. Margin and GST)			3,05,54,900

Notes:

- Current rates of wages in above calculation is for estimate purpose only. This will be revised with revision in wages by CLC.
- Safety officer attending full working days, say 26 days, shall be paid for 26 days, as daily rate of wages already include wages of weekly offs.
- If site needs services on weekly rest days, additional single wage payment or a compensatory off shall be allowed.
- Payment of Bonus will not be applicable as per Bonus act 1965 (applicable for wages <21001/-).
- PF shall be admissible to a maximum limit of Rs. 15000/- only, as per current limit of PF Act 1952.
- HRA payment shall be paid pro-rata basis at ₹250/day.
- Leave Compensation shall require a minimum of 20 days' attendance; no pro-rata payment shall be applicable.
- Site hardship allowance will be payable (difference of wages of area A to B for area 'B' and A to C for area 'C' postings).
- The quoted margin shall remain fixed irrespective of the provisions of accommodation.
- The bidder's evaluation shall be done on total cost Quoted % mentioned in price bid. The bidder shall not be allowed to quote agency margin less than 3.27%.**
- Above wage structure as per PART A is tentative & shall be variable to comply minimum wages payment. However the rate as mentioned in Part B shall remain firm
- Nos of man months indicated above is tentative and is liable to vary depending upon the site requirement. The tender evaluations shall be done on the nos of man months mentioned above.
- The bidder is deemed to have studied the details of services to be provided and also various conditions of tender. Also should have acquainted himself of the conditions prevailing in the region/state/respective job premises.

Bidders Declarations: -

I / we have read the terms and conditions of the tender document, our contractual obligations towards execution of the Contract as per the tender document, are aware of the prevailing applicable minimum wages of the Govt., we know of all obligations to be performed by us under the contract, the financing cost, administrative expenses, Statutory liabilities, etc, and undertake to fulfill its entire requirement under the quoted rates.

Validate

Print

Help

Percentage BoQ

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

Name of Work: RATE CONTRACT FOR SAFETY CONSULTANCY SERVICES TO PROVIDE SAFETY OFFICERS AT TBG SITES FOR THE PERIOD OF TWO (02) YEARS

TENDER NO.: TBSM/RC/SAFETY MANPOWER/TENDER/26-27, Date. 30-06-2026

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 relevant 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 RATE CONTRACT FOR SAFETY CONSULTANCY SERVICES TO PROVIDE SAFETY OFFICERS AT TBG SITES FOR THE PERIOD OF TWO (02) YEARS". - Excluding GST	1	Nos	30554900.00	30554900.00	INR Three Crore Five Lakh Fifty Four Thousand Nine Hundred Only
Total in Figures					30554900.00	INR Three Crore Five Lakh Fifty Four Thousand Nine Hundred Only
Quoted Rate in Figures			Select		0.000	INR Zero Only
Quoted Rate in Words			INR Zero Only			