

TENDER SPECIFICATION

YTPS: SCT: 202103-26

“Providing Manpower Services at Various Establishment of BHEL”

At

5x800MW Yadadri TPS

VOLUME – I BOOK – I



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

BHEL Site Office

5x800MW Yadadri TPS

Damarcherla (M), Nalgonda (D)

PIN – 508355

Telangana

TECHNOCOMMERCIAL BID - Consists of Book - I

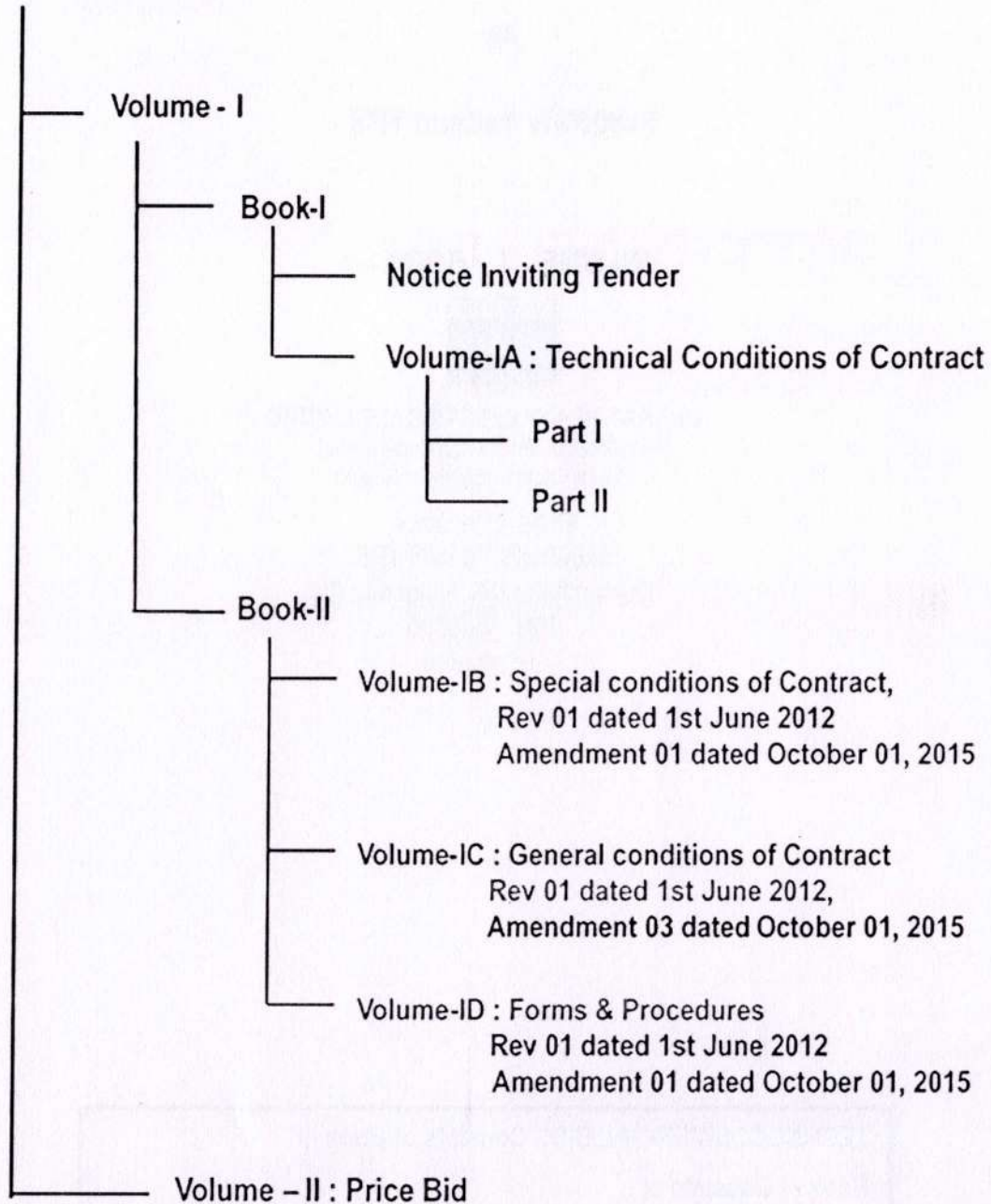
Book - I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book – II: Not Applicable

TENDER SPECIFICATION CONSISTS OF

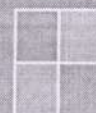
Tender Specification



2021

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



NOTICE INVITING TENDER (NIT)

=====

To,

All Bidders

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system {National competitive bidding (NCB)} are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) 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	YTPS: SCT: 202103-26
ii	BROAD SCOPE OF JOB	Providing Manpower Services at Various Establishment of BHEL
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc. Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Not Applicable
c	Volume-IC	General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015 Not Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Not Applicable
e	Volume-II	Price Schedule (Absolute value). Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (link to be added) as per schedule below: Start: 06/03/2021, Time : 14:30 Hrs Closes: 20/03/2021, Time : 14:30 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app) Applicable

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v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 20/03/2021, Time: 15:00 Hrs <i>Bid shall be submitted (By Post or Person) in the Tender Box or through E-mail</i>	Applicable
vi	OPENING OF TENDER	Date : 20/03/2021, Time: 15:30 Hrs	Applicable
	EMD AMOUNT	Rs. 1,12,940/- (Rs. One Lakh Twelve Thousand Nine Hundred Forty Only)	Applicable
viii	COST OF TENDER		Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date : 11/03/2021, Time : 17:30 Hrs <i>Along with soft version, addressing to undersigned & to others as per E-mail IDs given below:</i> <i>Anand Kumar – aanand@bhel.in</i> <i>G. Suresh Kumar - gsureshkumar@bhel.in</i> <i>D.CH.A.N.V. Rao - dtvish@bhel.in</i>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date : 12/03/2021, Time : 11:00 Hrs	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<i>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) & Central Public Procurement portal (https://eprocure.gov.in/epublish/app). Bidders to keep themselves updated with all such information.</i>	Applicable

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 & stamped, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.**

3.0 Unless specifically stated otherwise, bidder shall deposit EMD as per below:

- EMD shall be furnished along with the offer in full as per the amount indicated in the NIT.
- EMD is to be paid in cash (as permissible under Income Tax Act)
- For Electronic Fund Transfer the details are as below:-

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

(b) **Bank Particulars:**



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- Bank Name -: State Bank of India
 - Bank Telephone No.(with STD code)-:
 - Branch Address-: Damarcherla (M), Nalgonda (D)
 - Bank Fax No. (with STD code) -:
 - Branch Code -: 21956
 - 9 Digit MICR Code of the Bank Branch -:
 - Bank Account Number -: 31071530332
 - Bank Account Type -: Current Account
 - 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956
- (iv) EMD by the bidder will be forfeited as per Tender Documents if
- After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- (v) EMD shall not carry any interest.
- (vi) In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.
- (vii) EMD of successful tenderer will be retained as part of Security Deposit.
- (viii) 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/contactors" and forfeited / released based on the action determined under these guidelines.
- 4.0 **Procedure for Submission of Tenders:** This is a tender floated through our E-mail. The bidder should respond by submitting their offer through E-mail only at following E-mail IDs. Offers are invited in two-parts only.

aanand@bhel.in
gsureshkumar@bhel.in
D.CH.A.N.V. Rao - dtvish@bhel.in

Documents Comprising in the Tender:

The tender shall be submitted through E-mail only EXCEPT EMD (in physical form) as mentioned below:

I. Technical Tender (UN priced Tender):

All Technical details should be attached in e-mail module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- (a) Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 3.0.
- (b) Technical Bid (without indicating any prices).

II. Price Bid:

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through e-mail.
- (b) The price should be quoted for the accounting unit indicated in the tender document.
- (c) **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.
- (d) A person signing 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.
- (e) 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.

Anand

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Procedure for Submission of Tenders (To be used in case of Paper bid only): The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped) **(To be used in case of Paper bid only):**

Sl. No.	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as: PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	

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x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II superscribed as: PART-I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:- Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	- o Envelopes I - o Envelopes II - o Envelopes III	

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

Anand

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- 5.0 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.
- 6.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 7.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 8.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 9.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 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 including PBD.
- 12.0 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 per Annexure-I (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 HOLD.
- 13.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 14.0 Validity of the offer shall be for **three month** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 16.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 17.0 Consortium Bidding (or Technical Tie up) shall not be allowed.
- 18.0 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.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.

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20.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL website <http://www.bhel.com>.

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

Commitment by BHEL:

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

Commitment by Bidder/ Supplier/ Contractor:

- (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.

22.0 Micro and Small Enterprises (MSE) (For tenders pertaining to procurement of "Works", Clause 29 is to be marked "Not Applicable")

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

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

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

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the

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above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

23.0 PROVISIONS FOR STARTUPS: Norms for Startups Medium Enterprises in Public Procurement shall be in line with OM No. F.20-2/2014-PPD (pt.) dated 27th July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.

Certificate of recognition as Startup from Dept. of Industrial Policy & Promotion, Ministry of Commerce & Industry, Govt. of India shall be submitted by the bidder.

24.0 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 <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.

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

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening. (Clause applicable in case of Paper Bid only.)

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

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

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

27.0 Order of Precedence:

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A

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

A. S. R.

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Other Tender documents as per this NIT.

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Format-1

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region Yadadri, 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

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.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

Arad

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Format-2

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub: **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

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Format-3

NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : 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.

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)

Arund

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Format-4

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

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

Dear Sir,

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

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

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

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

Yours faithfully,

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

Date:

Place:

Arund

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Format-5

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of 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 of the Authorised Signatory

Note:

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

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Format-6

NON DISCLOSURE CERTIFICATE

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

I/We understand that BHEL PSSR 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 PSSR against Tender Specification No: _____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai.

- 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 PSSR.

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

Date:

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Format-7

MANDATE FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH IS ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date:

()

Signature of Customer

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

(Bank's Stamp)

()

Date

Signature of Bank Manager

Please attach a photocopy of cheque along with the verification obtained from the bank.

In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest

Anand

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Format-8

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

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

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, No 11, TEK Towers, Okkiyam Thoraipakkam, Old Mahabalipuram Road, Chennai-97 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

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Format-9

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____

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

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

Place:

Date:

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ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS (PQR)

JOB	Providing Manpower Services at Various Establishment of BHEL
TENDER NO	YTPS: SCT: 202103-26

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
B	Technical B.1: The bidder should have executed job <i>"Providing Facility Management Services / Housekeeping Services / Attendant Services / Messenger Services / Hiring of Technical & Non-Technical Personnel / etc."</i> at Office Premises / Guest Houses / Residential Townships / Hotels/ Hospitals / Educational Institutions / Commercial Establishments like Metro Stations, Airports, Factories with any Central / State Government / PSUs / Nationalized Banks / Public Limited Company / Private Limited Company during last 7 years from latest date of bid submission. B.1.1: One (1) work of value not less than 45.17 Lakhs against single work order. OR B.1.2: Two (2) works each of value not less than 28.23 Lakhs against maximum two work orders. OR B.1.3: Three (3) works each of value not less than 22.58 Lakhs against three work orders.		Applicable
Explanatory Notes for the PQR (unless otherwise specified in the PQR): 1. Completion date for achievement of the technical criteria specified in the Technical' criteria of PQR (as in 'B'			

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above) should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.

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.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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

Arad

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ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (☒) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Not Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO

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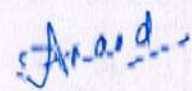
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15	Non-Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment (as per Bank Mandate Format-3)	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Analysis of Unit rates	Not Applicable	YES/NO
21			

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

DATE :

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



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2021

TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited

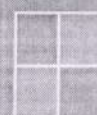


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Sl. No	Description	Chapter	No. of Pages
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1	Project Information	Chapter-I	01
2	Scope of Works and Technical Specifications	Chapter-II	03
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	01
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	01
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	01
6	Time Schedule	Chapter-VI	01
7	Terms of Payment	Chapter-VII	01
8	Taxes and other Duties	Chapter-VIII	02
Volume - IA	Part-II: Other Conditions of Contract		
1	Specific Terms and Conditions	Chapter-IX	08
2	General Conditions of Contract	Chapter-X	05

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

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1.1 Project Information:

Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

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- 2.1 **Scope of Work:** Providing manpower services to cater the progressive requirement for office assistant, cooking, serving, dusting, sweeping, cleaning, gardening and other allied services required for the establishment of BHEL at Site.
- 2.1.1 Keeping the entire area on the floors of BHEL establishment neat and clean by sweeping and mopping the floor well before 8:45AM on daily basis. The second mopping of the floor is to be done between 2:00PM and 3:15PM. Sweeping and mopping of the floor are also to be done as and when required in between.
- 2.1.2 Cleaning of all the workstations, tables and chairs, storages, hangings on walls, table fans; dusting & arranging the files & papers in proper order at the tables, workstations; cleaning & dusting of computer screens with a softer cloth along with cleaning and dusting of monitors, CPU, Keyboards and other computer parts, printers, telephones, fax etc. in the designated area. The above activity has to be completed well before 8.45AM on daily basis and also as and when required.
- 2.1.3 Dusting and cleaning of the reception area, the waiting rooms and the conference Hall including tables, chairs, sofa sets, etc. well before 8:45AM on daily basis and also as and when required.
- 2.1.4 Dusting of notice boards, wall hangings, fire extinguishers, etc. on all BHEL floors on daily basis.
- 2.1.5 Cleaning of the pantry / canteen / mess including all its fittings, fixtures & gadgets on daily basis and also as and when required in between.
- 2.1.6 Cleaning of the toilets in the building well before 8.45AM on a daily basis and after every 3 hours during office hours and as and when required. This cleaning shall be inclusive of the toilets' doors, exhaust fans, mirrors, wall tiles, it's fitting and fixtures like CP fittings, Chinaware and other fixtures etc. along with replacement of tissue papers as and when required. Clearing of blockages in the floor traps of bathrooms and toilets as and when required.
- 2.1.7 Filling of liquid soap in soap dispensers; changing of toilet rolls/ towels; changing of bathroom fresheners/ Odonil cakes etc. as per requirement in the toilets.
- 2.1.8 Sweeping and cleaning of the area outside the establishment of BHEL premises, including porch area, parking area, dispensary, main and backside entrances into the building, etc. on a daily basis.
- 2.1.9 Thorough cleaning of the window panes, window frames, blinds and all other approachable areas of the windows on weekly basis from inside and outside both and also as and when required.
- 2.1.10 Cleaning of storage cupboards stacked at different places in BHEL establishment on weekly basis and also as and when required.
- 2.1.11 Thorough dusting and cleaning of the switch boards, wall paneling, walls and partitions etc. once in every months and also as and when required.
- 2.1.12 Thorough cleaning of the surface drains in front of the building once in three months and also before rainy season to avoid any water logging.
- 2.1.13 Cleaning of entire ceiling by removing Cobweb (JALA) every month and removing of dust from the metal ceiling & electrical fittings etc. with the help of operator and vacuum cleaner at every six month interval of BHEL House.
- 2.1.14 Disposal of garbage from the building to the designated dustbins within BHEL Premises on a daily

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - YTPS: SCT: 202103-26

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basis.

- 2.1.15 Any other work of cleaning and Housekeeping job related work premises will also be in the scope of contractor.
- 2.1.16 All the items like broom, duster & cleaning materials, toilet consumables etc. as required for cleaning & housekeeping job will be provided by BHEL. However, hand gloves, dungarees, safety belts and other safety equipment etc. will be provided by the contractor to their workforce.
- 2.1.17 Filling of water jugs / bottles with drinking water every day in the morning for Senior Officer or Group of employees and also as and when required in the day time, including proper cleaning of water jugs, bottles and glasses etc. complete.
- 2.1.18 Serving tea / coffee / water etc. to senior officers or the group of employees including their guests time to time as per requirement and proper cleaning of crockery etc. complete.
- 2.1.19 Submission of certain documents etc. in the Bank, Post office or elsewhere nearby as per requirements of the BHEL.
- 2.1.20 Photocopying of papers and documents, making of proper sets, filing of papers and documents in the file as desired to the concerned employee.
- 2.1.21 Opening of office room in the morning, putting AC & lights etc. ON and at the closing of office putting AC & lights etc. OFF including locking of the office rooms etc. complete.
- 2.1.22 Collecting stationary from store for senior officers or the designated group of employees as and when required.
- 2.1.23 Performing time to time job assigned of the attendant.
- 2.1.24 The attending / messenger services job is to be performed daily for the detailed scope of services as mentioned above.
- 2.1.25 Spray of chemicals / herbal paste for mosquito's / cockroaches / insecticides control as and when required in the building as and when need arises. All the items required such as chemicals / herbal paste etc. will be made available by BHEL for this purpose.
- 2.1.26 Any other job related to purely attending / messenger service, Housekeeping, regular upkeep and maintenance work of the BHEL establishment will also be in the scope of the contractor.
- 2.1.27 Maintaining of Lawns in front side of the BHEL Office in lush green, neat and clean with timely watering, manure, weeding out of pruning and cutting of grass with horticulture T&P and grass cutting machine. Grass cutting machine & watering pipes etc. will be provided by BHEL.
- 2.1.28 Growing of seasonal flowering plants in ground as required by BHEL.
- 2.1.29 Maintaining hedges in the lawns neatly by cutting them time to time in proper shape to give appealing look.
- 2.1.30 Daily disposal of all kinds of horticulture garbage coming out of the lawns, parks etc. to the nearest Garbage bin of MCD.
- 2.1.31 All the consumables items like manure, fertilizer, new grass, seeds, flower saplings etc. required for horticulture work will be provided by BHEL. Heavy tools & tackles like Grass cutting machine will be provided by BHEL.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

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2.1.32 PANTRY SERVICES:

- Collection of all related raw material for preparation of Tea / Coffee and for other related services from specified location within the Building, daily to the Pantries.
- Preparation and serving Tea / Coffee for all the officials and their guests / visitors in twice a day (10.00 AM and 3.00 PM) at the seats. In addition to this serving of Tea / Coffee and other related jobs for serving of Tea / Coffee for meeting / conferences at various places in the building.
- Cleaning of all the mugs/crockery/utensils used for making tea/coffee, being provided by BHEL.
- Comprehensive cleaning of pantries and disposal of wastage from them at the designated place on daily basis.
- Collecting back of all the tea mugs from all the designated floors to pantry and washing of the same, twice a day or as per requirement.
- Infrastructure / facilities like (i) Pantry space (ii) Tea Mugs (iii) Pantry equipment (iv) Gas Stove with gas or any other means (v) water (vi) electricity, will be provided by BHEL to the contractor, at NO COST.
- Normally, Tea/Coffee to be served to the employees on their seats twice a day, (i.e. 10.00 AM and 3.00 PM); however, on specific demands from employees, Tea/Coffee should be served in addition at no extra cost.
- The contractor shall be directly responsible for the administration of his employees as regards general discipline and courteous behavior. In case of misbehavior by his employees the contractor would be required to remove such person with immediate effect.
- In case of any absence of employees of the contractor, they shall be replaced by the contractor immediately to maintain satisfactory level of service at all times.
- No raw material or any other item, including Tea / Coffee / Milk / Sugar / Crockery material shall be carried out of BHEL premises by the deployed workforce of the contractor. In case, any one is caught, it may result in termination of the contract.
- Any left out work of urgent nature has to be completed on same date. However any scheduled job of larger nature in respect of time and quantity has to be completed as per requirement of BHEL within reasonable time limit.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

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3.1 Facilities and Utilities to be provided by BHEL at Site:

- Facility / utility like Water, Electricity would be made available to the successful bidder to carry out the services at NO COST, subject to that the contractor will utilize these only for providing services to BHEL.
- Proper receipt of all the equipment / utensils will have be obtained from BHEL by the contractor, at the time of commencement of job contract.
- The contractor shall be provided free of pace in for storing the materials related to housekeeping & catering services which will be utilized against this contract only. The contractor shall at all times keep the place tidy, clean and in sanitary condition to the entire satisfaction of the Officer In-charge. All materials are to be deposited by the contractor only in the place to be indicated by the Officer-in-charge. The safety & security of the contractor's materials will be the responsibility of contractor himself. BHEL will not provide any compensation due to theft, damage or loss of contractor's materials. The stores provided to the contractor will not be utilized as the accommodation for the workers or for any other purpose than storing the materials related to housekeeping and catering services.

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Chapter-IV: T&Ps and MMEs to be deployed by Contractor

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4. Not Applicable

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Chapter-V: T&Ps and MMEs to be deployed by BHEL on sharing basis

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5. Not Applicable

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

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6.1 Contract Period:

- 6.2 The schedule of commencement of work shall be decided by BHEL as per requirement. The successful bidder shall mobilize the manpower within one week from the date of clearance from BHEL.
- 6.3 The contract period of the service shall be 12 months from the schedule date of start of work as above.

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Chapter-VII: Terms of Payment

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7.1 100% of payment excluding GST shall be released by cheque/NEFT within 30 days on submission of monthly running bill complete in all respect along with all requisite documents.

7.2 The bills and relevant documents shall be submitted at the following address for payment.

General Manager/Yadadri
Bharat Heavy Electricals Limited
5x800 MW Yadadri TPS Project Site
Power Sector-Southern Region
Village - Veerlapalem, Mandal - Damarcherla,
District - Nalgonda
Telangana- 508 355

GST Number: 36AAACB4146P1ZG

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and other Duties

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8.1 Goods and service Tax (GST) & Cess:

- The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project / work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

BHEL GSTN - 36AAACB4146P1ZG

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL SITE OFFICE, YADADRI THERMAL POWER STATION (5X800 MW),
VEERLAPALEM VILLAGE, DAMERACHERLA MANDAL, NALGONDA DISTRICT - 508355

- GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.

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- Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

8.2 All taxes and duty other than GST & Cess:

The contractor shall pay all (save the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

8.3 Statutory Variations:

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

8.4 New Taxes/Levies:

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

8.5 Direct Tax:

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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Chapter-IX: Specific Condition of Contract

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- 9.1 **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 applicable to Telangana. 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.
- 9.2 The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.

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- 9.7 **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 such cases.
- 9.8 The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.
- 9.9 **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 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.
- 9.10 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.
- 9.11 **LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- if the number of workforce deployed is more than 19) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act and submit the copy of licence to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- 9.12 **WAGES:**
- 9.12.1 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

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- towards Bonus, Number of Encashable Leaves etc.) are subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.
- 9.12.2 The Contractor will pay the minimum wages as per relevant provisions of Minimum Wages Act, Telangana State Govt. notified Minimum Wages) or any other law time being enforced for Unskilled, Semi-Skilled and Skilled Category of workforce respectively.
- 9.12.3 Increase of VDA as & when notified by Govt. of Telangana (subsequent to floating of this tender) be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.
- 9.12.4 Where an any member of Contractor's workforce deployed at BHEL establishment 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 week time of his removal, dismissal, retrenchment or, as the case may be, his resignation.
- 9.13 **BONUS:** The contractor shall be liable to pay statutory bonus under The Payment of Bonus Act 1965 or any other law time being enforced and submit proof of disbursement of bonus. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of The Payment of Bonus Act 1965 and The Payment of Bonus Amendment Act-2015. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. and submit proof of payment of bonus in Form-C and Form-D under the Act to BHEL. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).
- 9.14 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.
- 9.15 **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.

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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.

9.16 **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.

9.17 In lieu of ESI (for those set of workforce who are or will be outside the coverage of ESI), 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.

9.18 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.

9.19 **WORKING DAYS / HOLIDAYS / LEAVE:** All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days. No deduction shall be made by the Contractor from the wages of any workforce on account of "Weekly-Off" or "National Holidays".

- The Contractor shall be responsible for strictly complying rules on weekly off /Leave / Holidays as prescribed under the statutory laws/rules and thereof.
- If there are any changes in statutory laws / periodicity of payment of leave element or if any other leave / holidays is enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly.

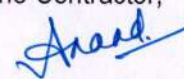
9.20 Safety, Health and Environment (SHE) MANAGEMENT:

9.21.1 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.

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

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

9.22 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.



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- 9.23 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.
- 9.24 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.
- 9.25 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.
- 9.26 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.
- 9.27 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.
- 9.28 **UNIFORM:** The contractor has to ensure that uniform and turnout of the workforce shall be smart and proper at all times. Thus, it will be the responsibility of contractor to provide adequate uniform and protective clothing items to all workforce deployed by them. It is also to be noted by the contractor that since BHEL is making payment of uniform allowance to the Contractor, BHEL reserves the right to check the same. The contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the workforce deployed by him and details of the same have been appended below. The uniform shall not be similar to any colour/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his workforce put proper uniforms in distinctive colour code and in neat and clean conditions issued to them by the Contractor.

Sl. No.	Item	Quantity	Periodicity	Time of issue	Uniform Articles For
1	Stitched Uniform	02 sets	12 months	1st & 6th month of the contract	Male
2	Black leather shoes	01 pair	12 months		
3	Saree with blouse / Suit Length	02 sets	12 months		Female
4	Black leather Footwear	01 pair	12 months		

- 9.29 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.
- 9.30 The contractor shall not deploy any workforce below the age of 18 years.
- 9.31 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.

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- 9.32 The contractor's workforce shall not indulge in entertaining their guests/outside in the work premise.
- 9.33 **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.
- 9.34 The bidder has to provide workforce in sufficient numbers to maintain the establishment as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the BHEL's Officer-In-Charge. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL. Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment against the job / services provided get deducted to the tune of shortages on account of absenteeism.
- 9.35 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.
- 9.36 "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- (a) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 - (b) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - (c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
 - (d) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."
- 9.37 The Contractor SHALL Indemnify and keep BHEL indemnified against BHEL for any loss/claim which is brought against BHEL by third party (i.e. both serving and retired employees of BHEL and their dependents or any other person) on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.
- 9.38 NOTWITHSTANDING ANYTHING ABOVE, BHEL shall recover from the Contractor for any loss suffered by BHEL due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

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11.1. Price Discrepancy:

Conventional (Manual) Price Bid Opening: In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- (i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.
- (ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
- (iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- (iv) In case of lumpsum price, 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.
- (v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.
- (vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with '(i)' to '(iv)' above.

11.2. Evaluation of Bids:

- (i) Technical Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.
- (ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- (iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- (iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- (v) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL
- (vi) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder

11.3. 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.

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- (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) An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor
- (iii) **In Case of Individual Tenderer:** His / her full name, address and place & nature of business.
- (iv) **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.
- (v) **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.
- (vi) **Authorization and Attestation:** Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

11.4. **Security Deposit:** Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:

- (i) Total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit.
- (ii) The security Deposit should be furnished before start of the work by the contractor as per following mode of payment:

Local cheques of Scheduled Banks (subject to realization) / Pay Order/ Demand Draft / Electronic Fund Transfer in favour of BHEL.

For Electronic Fund Transfer the details are as below:-

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

(b) **Bank Particulars:**

- Bank Name -: State Bank of India
- Branch Address:- Damarcherla (M), Nalgonda (D)
- Branch Code -: 21956
- Bank Account Number -: 31071530332
- Bank Account Type -: Current Account
- 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956

- (iii) At least 50% of the Security Deposit including the EMD should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- (iv) The Security Deposit shall not carry any interest.
- (v) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

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- (vi) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties 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.
- (vii) **Penalty for Delayed Remittance of Security Deposit** - If the contractor fails to furnish SD before start of work, in line with 11.4 (ii) above, Simple Interest against delayed remittance of the Security Deposit shall be deducted from the sub-contractor at the rate of SBI PLR + 2% on the value of 50% SD of the contract, for the delayed period (i.e., period between start of work and date of remittance of Initial SD, i.e., at least 50% of SD). In case, the delayed period has different SBI PLR rates, Simple Interest shall be calculated based on different rates by considering the corresponding time period. On similar lines Penalty shall be levied for delayed remittance of Additional Security Deposit (if applicable).
- (viii) **Return of Security Deposit:** Security Deposit shall be refunded refunded to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

11.5. 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.

- (i) In case of inadequate manpower deployed by the contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting the activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibility. In case of contractor's failure to fulfill his obligations in respect of manpower, BHEL reserves the right to take necessary action as per contract obligations.

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 suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons / BHEL's obligation to its customer.
- (ii) To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
 - (a) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
 - (b) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - (c) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - (d) Termination of Contract on account of any other reason (s) attributable to Contractor.
 - (e) Assignment, transfer, subletting of Contract without BHEL's written permission.
 - (f) Non-compliance to any contractual condition or any other default attributable to Contractor.
- (iii) To meet the expenses over and above the Liquidated damages/penalties arising out of "Risk & Cost" as explained below. BHEL shall recover the amount from any money due from Contractor, or from any money due to the Contractor including Security Deposit, or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

Risk & Cost amount against balance work shall be calculated as follows:

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Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

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 (iv) below, 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.

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

In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads.

Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor:

Following sequence shall be applicable for recoveries from contractor:

- Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.

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- (b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- (c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

(iv) Liquidated Damages / Penalty:

If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the value of undelivered portion per week of delay or part thereof subject to a maximum of 10% of the contract value. For this purpose, the period of delay shall be the delay attributable to the Contractor for the completion of work as per contract.

11.6. Quantity Variation:

The number of manpower requirement given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities and No compensation becomes payable to the contractor.

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