

Corrigendum 1 dated August 03, 2022 to Tender Specification BHEL PSSR SCT 2032 for Framework Agreement for Operation and Maintenance of Cranes at Various Sites of BHEL PSSR

A. The following clauses are changed / modified as below:

Sl. No.	Reference Clause No.	Existing clause	Changed clause																					
1.	Techno-Commercial Bid Volume I Book I Notice Inviting Tender (NIT) Clause 1.0 Salient Features of NIT, SI No. xi) Integrity Pact & Details of Independent External Monitor (IEM) Point (a)	a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table><tr><th>Sl. No.</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Shri Arun Chandra Verma, IPS (Retd.)</td><td>acverma1@gmail.com</td></tr><tr><td>2.</td><td>Shri Virendra Bahadur Singh, IPS (Retd.)</td><td>vbsinghips@gmail.com</td></tr></table>	Sl. No.	IEM	Email	1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com	2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com	a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. <table><tr><th>Sl. No.</th><th>IEM</th><th>Email</th></tr><tr><td>1.</td><td>Shri Otem Dai, IAS (Retd.)</td><td>iem1@bhel.in</td></tr><tr><td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd.)</td><td>iem2@bhel.in</td></tr><tr><td>3.</td><td>Shri Mukesh Mittal, IRS (Retd.)</td><td>iem3@bhel.in</td></tr></table>	Sl. No.	IEM	Email	1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in
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B. Some of the Bidders had raised queries on the published tender Specifications. The clarifications are furnished below:

Sl. No.	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1.	Technical Conditions of Contract, Volume-IA (Volume I Book I) Part I, Chapter -II, Clause 1.2.5.1.1	1.2.5.1.1 Bidder shall awarded category. If the services are to be provided by an agency for more than one crane under same category at a particular site, then the requirement of Maintenance Personnel alone will be limited to only one number for the operation and maintenance of up to three cranes.	The maintenance personnel for up to three cranes at same site has been classify as similar category instead it should be classified as similar capacity.	Refer TCC Vol IA, Part I, cl. No-1.2.5.2, regarding the experience requirement for the subject work. As per cl. No- 1.2.5.2.2, for the maintenance personnel, the experience requirement is category wise only, not capacity wise ((refer cl. No-1.2.5.2.1 (c)). Hence, cl. No 1.2.5.1.1 is in line with the technical requirement.

C. In Part I of Volume IA Technical Conditions of Contract,

In Chapter XI-General, reference numbers of some of the clauses are wrongly printed.

The aforementioned Chapter with the revised reference numbers of the clauses, are enclosed with this Corrigendum.

ALL OTHER CONDITIONS REMAIN UNCHANGED.

BIDDERS ARE REQUESTED TO CONSIDER THIS CORRIGENDUM AS PART OF TENDER SPECIFICATION AND QUOTE ACCORDINGLY.

-Sd/-

(Gurupriya L)
Manager/SCT

VOLUME IA PART I CHAPTER XI

GENERAL

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

- 1.11.1 Contractors are requested to furnish the following documents at PSSR-HQ, Chennai immediately after release of Letter of Intent (LOI).
- (i) Security Deposit
 - (ii) Unqualified Acceptance for Detailed LOI / Work Order.
 - (iii) Rs.100/- Stamp Paper for preparation of Contract Agreement.
- 1.11.2 Contractors are requested to furnish the proof of documents for the following at PSSR- Site, as applicable
- (i) Provident Fund Registration Number.
 - (ii) Labour License Number.
 - (iii) Workmen Insurance Policy Number.
- 1.11.3 In addition to the clause 2.8 of General Conditions of Contract (Volume-IC of Book-II) the contractor shall comply with the following.
- 1.11.3.1 **BOCW Act & BOCW Welfare Cess Act**
- 1.11.3.1.1 The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement / Completion of Building Other Construction Work) to the respective Labour Authorities i.e.,
- a) Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.–NTPC, NTPL etc.
 - b) Appropriate State authorities in respect of the project premises which is under the purview of State Govt.
- 1.11.3.1.2 The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.
- 1.11.3.1.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.
- 1.11.3.1.4 The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.

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- 1.11.3.1.5 Contractor shall make remittance of the BOCW cess as per the Act **in consultation with** BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and contribution of Beneficiaries remitted.
- 1.11.3.1.6 Non-compliance to provisions of the BOCW Act and BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum it deems fit. Only upon total compliance to the BOCW Act and also discharge of total payment of Cess under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the Amounts.
- 1.11.3.2 **PROVIDENT FUND**
- 1.11.3.2.1 The contractor is required to extend the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
- 1.11.3.2.2 The final bill amount would be released only on production of clearance certificate from PF / ESI and labour authorities as applicable.
- 1.11.3.3 **OTHER STATUTORY REQUIREMENTS (AS APPLICABLE)**
- 1.11.3.3.1 The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no. along with the first running bill.
- 1.11.3.3.2 The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
- 1.11.3.3.3 The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of "Non-compliance of Sec 21 or non-payment of wages" to the workmen before the expiry

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of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.

1.11.3.3.4 The Contractor shall submit copies of Final Settlement statement of disbursement of retrenchment benefits on retrenchment of each workmen under ID Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (if applicable) to BHEL along with the Final Bill.

1.11.3.3.5 In case of any dispute pending before the appropriate authority under ID Act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.

1.11.3.3.6 In case of any dispute prolonged / pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

1.11.3.4 **DEPLOYMENT OF SKILLED / SEMI-SKILLED TRADESMEN**

The following clause is applicable in case the contract value / contract price is Rs. Five crores and above.

The contractor shall, at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.