

BHARAT HEAVY ELECTRICALS LTD., BHOPAL
(GAS & POWER PLANT DIVISION)
TENDER ENQUIRY No. : GPX/22/EN/01 Dt. 21.04.2022

Sealed tenders are invited in two part bid system (Techno-Commercial Bid-Part: 1 & Price Bid-Part: 2) from the vendors as per Pre-qualification criterion (SI no. 2.0 of NIT document), for "Annual overhauling of 02 nos. oil fired boilers (Reg. No. MP 4965 & MP 4966, capacity 12 TPH each) for open inspection/dry test and hydraulic test as per Indian Boiler Regulation Act"

1. Tenders may be obtained from the office of DGM (GPX), BHEL, Bhopal or may also be downloaded from BHEL website www.bhel.com.
2. Tender shall be submitted till 13.05.2022 up to 11:00 am.
3. Tenders will be opened on 13.05.2022 at 2:00 pm.
4. Tender cost of Rs 500/- shall be deposited online through SBI (SB collect), must be enclosed along with tender documents.

Note: All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit website to keep themselves updated.

Dy Manager (GPX)

BHEL, BHOPAL



भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल
BHARAT HEAVY ELECTRICALS LIMITED

Piplani, BHOPAL- 462021, INDIA
E-mail – rohit.jain@bhel.in

Date:- 21-04-2022

TENDER ENQUIRY No. GPX/22/EN/01

TECHNO-COMMERCIAL BID (Part-I)

Sub :- **Annual overhauling of 02 nos. oil fired boilers (Reg. No. MP 4965 & MP 4966, capacity 12 TPH each) for open inspection/dry test and hydraulic test as per Indian Boiler Regulation Act.**

Dear Sir/Madam,

Sealed tender is invited in two part bid system for carrying out the work as per the details given in scope of work (Annexure-I).

Duration of work	:	5 months
Last date of tender submission	:	13-05-2022 upto 11:00 am
Date & time of tender opening	:	13-05-2022 at 2:00 pm
Place of tender submission	:	Tender room, administrative building, ground floor, BHEL Bhopal– 462021

1.0) Techno-commercial Bid (Part-1): The first envelop shall contain the Techno-commercial bid as per the enclosed Annexure – I, IA, A, II, III, IV,V, VI, VII, VIII & IX duly signed by the contractor and with copies of relevant documents, tender cost and EMD. The envelope shall be super scribed “Techno-Commercial bid Enq. No. (name of work)”

1.1) Price bid (part-2): The second envelope shall contain the price bid only. The prices shall be quoted in price bid format only. The envelope shall be sealed and super scribed “Price Bid Enq. No.(name of work)”.

1.2) Both the above two envelopes shall be kept in another sealed cover. The cover shall be super-scribed with “Quotation for Enq. No..... (name of work)”, Due date and it shall be addressed to DGM - GPX, and dropped to Works Tender Box (Tender Room) ADM Building, Ground Floor of BHEL, Bhopal – 462021. (It should also contain Tenderer address)

2.0) Eligibility criteria/ qualifying requirement:-

- 1) As per Annexure A attached (No Exemption in this shall be granted)

3.0) Tender terms:-

- 1) The tender should be valid for four months.
- 2) The contractor shall quote considering the statutory prescribed minimum wages and additional wages as recommended by BHEL.
- 3) BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.
- 4) BHEL, Bhopal also reserves right to reject the tender and disqualify the tenderer from participating in tender if it is found that any relative of the tenderer is working in tendering department.

- 5) If required the tenderers may visit the site and familiarize themselves with the site conditions and work to be executed physically, before submitting the tender. Any claims after submission of tenders shall not be entertained under any circumstances.
- 6) The other terms and conditions are as per annexure- I, IA, A, II, III, IV, V, VI, VII, and VIII & IX.

4.0) Tender cost, Earnest Money Deposit (EMD) and Security deposit :-

4.1) Tender cost of Rs. 500/- can be deposited online through SBI (SB collect) and bidder has to submit the proof of tender cost deposit along with the tender. Tender received without remittance of tender cost will not be considered further and will be rejected. GST shall be extra.

4.2) Earnest Money: of Rs. 1579/- shall be deposited online and contractor shall submit the proof of deposition along with the tender. Tender received without remittance of EMD will not be considered further and will be rejected. EMD submitted by all unsuccessful tenderers shall be normally be refunded within 15 days after acceptance of award of work by successful tenderer

EMD for this tender will not be required from those contractors who had deposited one time EMD of Rs. 5.0 Lakh in BHEL Bhopal. The proof of deposition of one time EMD of Rs. 5.0 Lakh is to be submitted by them along with the tender documents.

EMD by the Tenderer will be forfeited as per NIT conditions, if:-

- i) After opening the tender, the tenderer revokes his tender within the validity period or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) MSME/ startups will get 100 % exemption in deposition of EMD & Tender cost. However, exemption shall be given only as per prevailing guidelines issued by GOI for MSME registered in Service Category.

4.3) Security Deposit/ePBG Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The rate of Security Deposit will be as below:

- Security Deposit shall be 3% of the contract value.

Note:- Security Deposit may be furnished in any one of the following forms: -

- i) Electronic Fund Transfer in favor of BHEL.
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. (FDR should be in the name of the contractor, A/C BHEL).
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- v) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- vi) EMD of the successful tenderer can be converted and adjusted against the security deposit.

vii) The security deposit shall not carry any interest.

viii) Work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit

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

NOTE:

1) Tender cost, EMD & security deposit can be deposited online through SBI (SB collect).

2) Details/tender documents can be downloaded from BHEL Bhopal website www.bhel.com

5.0) PF No., ESI No., Service tax No., PAN No. & Labour License No. :-

The relevant copies of PF No., ESI No., Service tax No., PAN No. & Labour License No. (if applicable) shall be submitted with tender. In case, the successful tenderer does not have above further action will be taken as per BHEL rules and guidelines.

6.0) Compensation of Delay/ Penalty Clause:-

As per Annexure IX of NIT.

7.0) Price Bid:- Contractor has to ensure to submit his price bid in the attached format only. If any discrepancies are observed, than BHEL has right to disqualify the tenderer.

8.0) Payment terms :-

As per Annexure VIII of NIT

Enclosures :-

1. Price bid
2. Tender checklist
3. Scope of work (annexure-I)
4. Special Terms & Conditions (annexure IA)
5. General terms and conditions (annexure-II)
6. Contractual & legal obligations (annexure-III)
7. BHEL terms & conditions for Health Safety & Environment (annexure-IV)
8. Compensation in case of death/permanent incapacitation of person (annexure V)
9. GST Clause (annexure VI)
10. Model Conciliation Clause (annexure VII)
11. Payment Terms (annexure VIII)
12. Compensation of Delay/ Penalty Clause (annexure IX)
13. Annexure A (Pre-qualifying criteria)

All tender papers dully filled and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the tender. If nothing is written about it then it will be presumed that you have agreed to all the conditions therein.

For & on behalf of BHEL, Bhopal
Rohit Jain
Dy. Manager (GPX)

Price Bid

Enquiry No. : GPX/22/EN/01 dated 21/04/2022

Subject: Annual overhauling of 02 nos. oil fired boilers (Reg No. MP 4965 & MP 4966, capacity 12 TPH each) for open inspection/dry test and hydraulic test as per Indian Boiler Regulation Act.

Sl no.	Description	Price quoted (Rs/-)
1	Complete work as per Scope of work FOR ONE BOILER	
2	Total cost for 2 boilers	
3	GST @ %	
4	GRAND TOTAL	

Total amount in words.....

GST

Note:-

1. The quoted rate will remain fixed for the entire period of contract.
2. Any change in minimum wages during contract period as declared by CLC or in statutory components shall be borne by contractor. The contractor shall ensure payment of statutory prescribed wages as recommended by BHEL time to time.
3. **GST** will be paid extra as applicable.
4. If there is any discrepancy in amount quoted in words & figures, then the amount in words will be considered as the quoted rate by the party.
5. Price 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 persons(s) signing the bid else bid shall be liable for rejection.
6. The bidder is not allowed to change price bid after the due date, within the validity period.
7. Discounts/revised offers given after Part-1 bid opening is not acceptable.
8. In case of tie the course of action is as below:-
 - a) In course of evaluation if more than one bidder happens to occupy L-1 status, then effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
 - b) In case if 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).
 - c) Ranking will be done accordingly. BHEL's decision in such situation shall be final & binding.
9. The price bid should be duly sealed and signed.

Sign & Seal of Contractor

BHARAT HEAVY ELECTRICAS LIMITED

GAS & POWER PLANT DIVISION

Tender Enquiry No. : GPX/22/EN/01



CHECK LIST FOR TECHNO-COMMERCIAL BID (Part-I)

Date: 21.04.2022

Name of work: - Annual overhauling of oil fired boilers (Reg No. MP 4965 & MP 4966) for open inspection/dry test and hydraulic test as per Indian Boiler Regulation Act.

This tender checklist must be submitted along with TECHNO- COMMERCIAL BID enclosed herewith duly signed and stamped on each page, any deviations / deletions etc. shall be brought out separately on your letter pad and enclosed to the tender documents.

The following details must be filled & submitted with Techno-commercial bid (part – I) by the bidder.

Name of the Contractor:

Full Address:

Contact person :

Phone / Fax:

Email id :

Previous Experience Detail:

S. No.	Description	Contractor's Comment/Remark
1	Tender Cost of Rs. 500/- to be submitted with techno-commercial offer with GST extra	
2	EMD of required amount to be enclosed with techno-commercial offer	
3	PAN No. (copy to be enclosed with techno-commercial offer)	
4	GSTIN (copy to be enclosed with techno-commercial offer)	
5	ESI CODE No. (copy to be enclosed with techno-commercial offer)	
6	PF CODE No. (copy to be enclosed with techno-commercial offer)	
7	Validity of offer: 03 months from opening date of Techno-Commercial Bid	
8	Acceptance of security deposit clause	
9	Acceptance of payment terms	
10	Documents required for PQC (Pre-qualifying criterion) as per Annexure A	
11	Acceptance to all the terms and conditions of tender enquiry	

Signature & Seal of Contractor

SCOPE OF WORK

Subject: Annual overhauling of 02 nos. oil fired boilers (Reg. No. MP 4965 & MP 4966, capacity 12 TPH each) for open inspection/dry test and hydraulic test as per Indian Boiler Regulation Act.

Below annual overhauling work for dry & hydraulic test of boilers as per Indian Boiler Regulation is to be carried out for Boiler Reg. No. MP 4965 & MP 4966.

Boiler details- Oil Fired, Fire Tube Wet back Package boiler

Working Pressure- 14 Kg/cm², Capacity- 12 TPH Each

Fuel being used- Furnace oil

Scope of work (For One boiler)

1. Open front smoke tube doors & back smoke tube doors of boiler, open 01 no. top manhole cover & 02 nos. bottom manholes cover of boiler. Remove burner from the boiler.
2. Remove mobry & 02 nos. gauge glasses.
3. Removal of 02 nos. safety valves 10 nos. isolating valves which includes steam stop valve, mobry & gauge glass isolating valves, vent line isolating valve & blow down valve.
4. Open Air pre heater windows & its bottom duct window.
5. Thorough cleaning of fire tube with wire brush for removal of scale/soot deposit. Brush must pass through the full tube length.
6. Cleaning of water side of boiler shell by emery cloth/paper.
7. Cleaning of combustion chamber of boiler by emery cloth/paper & removal of soot deposits/clinker from combustion chamber.
8. Internal cleaning of tubes of air pre heater.
9. Removal of ash/carbon deposits from APH & from its bottom duct, clean drain valve of APH.
10. Cleaning of FD fan suction filter by blowing compressed air & refit after cleaning.
11. Removal of ash/deposits collected at bottom from chimney.
12. Repair the furnace refractory for any damage if required.
13. Fixing of metallic gasket & asbestos rope/tape wherever necessary to arrest flue gas leakage.
14. Internal cleaning of burner nozzle & diffuser using diesel/kerosene.
15. Removal of top flange & bottom side flange of drain pipe of mobry & internal cleaning of mobry by wire brush.
16. Internal cleaning of gauge glass header by wire brush.
17. Replacement of body joint of gauge glass.
18. After above work produce boiler for dry test/open inspection to boiler inspection authority.
19. After open inspection of boiler by boiler inspection authority, Assembly of all the above open parts i.e. mobry, gauge glasses, all removed isolating valves, main steam stop valve, manhole covers using new gasket joints.
20. Dummy safety valves flanges at boiler shell and make boiler ready for hydraulic testing.
21. After above work do the hydraulic testing of boiler in presence of boiler inspection authority.
22. After hydraulic testing install safety valves at its place.
23. Close all open doors/windows of air pre heater & its bottom duct.
24. Close all the open doors of boiler properly tighten the door with door seal/asbestos tape/asbestos rope to avoid any flue gas leakage.
25. Refitting of boiler burner at its place.
26. Make sure that all the removed parts & open door has been fitted properly with sealing & gasket to avoid any leakage.

(Note: Dry & hydraulic test of boiler shall be carried out as per directions received by boiler inspector & it can also be done on same day)

SPECIAL CONDITIONS:

1. Co-ordination with the office of boiler inspector for carrying out open inspection/dry test & hydraulic test of the boiler as per IBR is in scope of supplier. However all statutory fee as per IBR rules shall be paid by BHEL to IBR office.
2. Contractor has to take the work permit from engineer incharge, before starting the work.
3. Contractor has to ensure the working of their staff safely by issuing them safety items like, hand gloves, marking cloth, safety belts, nose mask etc.

(2)

4. It is responsibility of the contractor to execute the total work and contractor shall not offload the work to any sub-contractor.
5. Only 24 volt supply shall be used for any lighting purpose inside the boilers.
6. The contractor will put only adult workers who have attained the age of 18 years and who are physically fit & healthy for carrying out work above work.
7. BHEL will not be responsible for any loss to persons or property of labourers caused due to negligence or full disobedience of any order issued by the Engineer-Incharge of BHEL. No safety appliance and accessories will be provided by BHEL.
8. The contractor will be responsible for any loss or damage caused by his workmen to any of the property of BHEL and same will be recovered from contractor's bill.
9. The contractor has to work during night as well as during holidays and Sundays according to the exigencies of the works.
10. Tentative period for overhauling of each boiler during contract period will be as follows:
 - a) Boiler No. MP-4965 : July 2022
 - b) Boiler No. MP-4966 : June 2022

(However above schedule are likely to be changed as per the requirement).

11. Contractor has to arrange manpower & tools for the work. All the tools required for above work shall be in scope of contractor. However Brush for cleaning, emery paper & emery cloth, tape/rope for door sealing, fibre gasket, nut bolt required for above work shall be provided by BHEL free of cost and also basic facilities like water and electricity required for above work will be made available by BHEL at one site point free of cost.
12. For cleaning of boiler smoke tubes, tube cleaning machine (Electrically driven motor with flexible shaft) shall be provided by BHEL. However in case of failure/non availability of cleaning machine contractor has to carry out cleaning of tubes manually.
13. During overhauling of boiler, work shall be checked by supervisor in charge deputed by BHEL.

Rohit Jain
Dy.Manager (GPX)

ANNEXURE IA
SPECIAL TERMS & CONDITIONS

- 1) Contractor has to first himself witness the site conditions before starting the work on daily basis and then take the required action for ensuring the safety of his workmen, other employees and BHEL properties. In case of any accident or casualty related to work, the responsibility shall be of contractor solely.
- 2) BHEL shall not be responsible or liable for any compensation in case of casualty or any sort of disability to the workers deputed by Contractor or any accident that might arise because of the work done by Contractor.
- 3) Contractor needs to ensure the below things as per site conditions before starting the work:
 - a) A suitable ladder with arrangement of fall arrester need to be provided for workers climbing up and coming down from height work, if feasible, as per site conditions.
 - b) All workers working at site must wear safety shoes, safety helmet, gloves, face shield or any other PPE which is required for safety of his workmen as per requirement of work.
 - c) All workers going to work above a height of 1.8 mtr, must wear an approved full body safety harness with double lanyards.
 - d) One or more insulated steel wire life-line need to be installed, so that workmen working at height can anchor their safety harness in the life-line, if feasible, as per site conditions.
 - e) It must be ensured that workmen working at height must anchor both lanyard's hooks with the lifeline while working in a particular location, if feasible as per site condition. During movement/shifting of position, it must be ensured that both the hooks are not unlatched simultaneously, so that at least one hook is always anchored to the lifeline even during shifting of position by the workmen.
 - f) A robust Safety-Net must be installed below the area where "Work at height" is going on, if feasible, as per site conditions.
 - g) Wherever feasible proper scaffolding with safe working platform needs to be provided.
 - h) Working platform should be provided with safe guardrails and toe-guards.
 - i) For all workmen medical fitness must be ensured and only those workers who clear the VERTIGO TEST or have valid medical test certificate issued for working at height by a registered medical practitioner, should be employed to work at height.
 - j) If any of above safety measures are not feasible as per site conditions then contractor has to take alternate relevant safety measures as per site conditions duly approved by BHEL safety department.
- 4) Contractor has to ensure that before welding/cutting work, inside of blocks or near existing LPG, Metal cutting gas pipeline or near any fire hazard area (e.g oil, wood or any other inflammable item), contractor shall take hot work permission as per BHEL rules. It is the sole responsibility of contractor to first inspect the site and take necessary actions for avoiding the fire hazard while working. For this purpose, contractor needs to bring Kevlar cloth, fire proof material for covering critical equipment/materials located underneath.

- 5) If required to work in confined areas, contractor should engage the workers who are fit to work in confined spaces only. Contractor needs to submit valid medical certificate for the workers from a registered medical practitioner, regarding the same and take permission from BHEL before starting to work in confined spaces.
- 6) Contractor has to comply timely with any changes to the safety norms, Hot work permission etc as per BHEL requirement during the course of contract.
- 7) Contractor has to ensure that all the work is completed safely Contractor shall ensure that his/her supervisor is always present at the site and work is carried out under their supervision only.
- 8) Contractor shall be solely responsible for any damage to BHEL property or casualty or disability or any sort of accident arising at workplace to his/her workmen or other employees, during the course of complete work. BHEL shall not be liable to provide the compensation to anyone in case of any accident or mishappening arising due to the work performed by contractor.
- 9) All the PPEs or other necessary tools and tackles required for ensuring the safety at workplace are to be arranged by contractor only. BHEL is not liable to provide any PPEs or tools and tackles to the contractor regarding safety at the workplace.
- 10) Contractor has to comply all the safety instructions mentioned in the tender enquiry. No deviations afterwards shall be entertained. The responsibility regarding safety of the workmen, other employees and BHEL property is the sole responsibility of contractor.

Sign & Seal of Contractor

(As a proof for having read and agreeing to all terms and conditions)

GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT:

The following must be complied during execution of the work:-

1. Qualification/skill requirements

(a) Wherever skilled operator/labour is deployed they should possess ITI qualification with minimum 1 year of experience or at least five years skilled work experience as ascertained by HoD shall be necessary for future deployment.

(b) BHEL reserves the right to reject any labour technically unsuitable.

2. Attendance record of contract workers –

“The contractor should maintain an Attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. “

3. Wage record of contract workers –

“The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned

above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.”

4. Compliance of PF/ ESI deductions –

“The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department.”

5. ESI card based Labour Entry –

“Only those workers shall be allowed entry into Factory premises who have valid ESI card.”

6. Smart Cards and E-tokens:

Smart card will be made for workers to entry in the factory. For which contractor has to complete all formalities. If smart cards have been issued to the contractor for bringing workers inside the factory. Contractor has to ensure that the cards are not misused. Impersonation or holding back the cards are not returning the same to CLC in case of expiry of the validity or discontinuation of the service of the worker is totally unwarranted. Smart card is issued to a worker for a particular work order only. Worker should not be deployed for any work other than the one for which he has been issued the smart card. E-token has been created as a stop gap arrangement to ensure that the worker can enter the factory till he gets a smart card. E-token has been created as a stop gap arrangement to ensure that the worker can enter the factory till he gets a smart card. Tendency to repeatedly renew the e-token and not get the smart cards should be prevented. Contractor has to issue the e-tokens to the workers before the start of the shift and collect it back at the end of the shift. Only required quantity of smart cards and e-tokens should be requested. Hoarding of cards creates scarcity and unnecessary cost. Departments should ensure that their contractors get smart cards within 15 days beyond which e-token shall not be issued.

7. Contractors shall present the bill within reasonable time. Bill pertaining to period more than three months shall not be cleared by CLC. Such bills will require specific approval of GM (HR) for clearance. Bills more than 06months old will be cleared after bringing the same to the notice of ED.

8. System of job cards for works done under works contract shall be strictly adhered to.

9. Uniform, shoes & helmet for contract workers-

“In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract.”

10. Supervision of Contractor labour–

“The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor’s personal responsibility. “

11. Contract labour accidents while at work:-

a. After entering the Plant, safety rules must be followed by the contractor and respective labours. Any contract worker meeting with an accident while at work shall be provided all possible medical treatment available in Kasturba Hospital.

b. Kasturba hospital shall raise the bill for the expenses incurred on the treatment of the worker.

c. Cost of treatment to be deducted from the next bill of the contractor. There shall be no insistence on deposit of advance for the treatment.

“In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.”

12. Prohibition on influencing and interfering on behalf of contractor-

“The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group.”

13. First and Final Bill to be cleared only after submission of Form VI A& VI B:

“Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any). “

CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR**A) GENERAL CONDITIONS:**

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contract with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
4. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
5. Contractor shall observe Provision of the Factory Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays on other declared holidays without written permission.
6. Contractor shall obtain Police Verification of all his workers.
7. Contractor shall ensure following while executing contract.
 - i) Employment card as per rule no 76 of contract labour (Regulation & Abolition) M.P. rules, 1973.
 - ii) Appointment letter to his employees.
 - iii) Annual leave with wages including EL, CL, National & Festival Holiday.
 - iv) Leave record register.
 - v) Shall engage only adult workers who have attained the age of 18.
 - vi) Work to be done on second/third shift, overtime, Sunday or on other declared holidays with written permission.
 - vii) Obtain insurance cover for his employees/equipment, tools etc & third party insurance coverage at his own cost.
 - viii) Remit Provident fund contributions in prescribed 3A & 6A forms.
 - ix) ESI contributions in Form 6.
 - x) Submit challans of PF & ESI contributions every month.
 - xi) Provide Personal protective equipments for employees.
 - xii) Distribute wage slip each month to employees.
 - xiii) Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept representative.
 - xiv) Preferably Uniform to labours different from BHEL employees.
 - xv) Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.
 - xvi) As per rules contractor shall provide BONUS for each worker deputed by him in this contract. For contract terminating before 30th Nov., contractor should pay the bonus before the final bill is cleared.

Contractor shall submit following Certificate for each contract separately.

"It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in----- (type of work) against work Order no. -----
 - In ----- (name of department).
 Contractor Signature of

8. Leave – In case of workers who have worked for 240 or more days in the preceding year, annual leave with wages @ one day for every 20 days worked and 07days casual leave is to be provided. For all work contract labourers eight days paid holidays are to be provided in a year.
9. Maximum overtime permissible is 50 hours in a quarter. In case of overtime, contractor should ensure that payment is made at double the rate of normal wage. In case of working on Sunday, contractor should ensure that a weekly holiday is given to the worker.
10. Contribution to welfare fund – contractor should ensure that half-yearly contribution to MP Labour Welfare fund is deposited [@ Rs.30/- (by contractor) per person and @ Rs.10/- (by worker) per person]. Many welfare facilities like student scholarship, distribution of note-books at subsidized rates, monetary help for daughter's marriage widow pension, vocational training, etc. flow from this fund.
11. Inspections – During inspection (by PF/ESI or Labour authorities), contractors should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractor should provide correct and complete information of their workers to all the authorities. They should keep all the registers and formats updated.
12. First and Final Bill to be cleared only after submission of Form VI A & VI B : Contracting executive shall within 5 days, from commencement and also on completion of Work Order, issue Form VI B which is a mandatory requirement. The format of Form VI B is available on CLC web page. HR/CLC shall follow up with the department to ensure this; Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. He may be instructed accordingly by the contracting executive. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR. CLC shall display at its site the status of submission of form VI A & VI B. Finance shall process the first/final bill on clearance from HR regarding submission of Form VI A and VI B by contractor.

B) TOWARDS SELECTION, CONTROL & SUPERVISION OF EMPLOYEES:

1. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specification quality plan. There shall be no interference or intervention whatsoever by BHEL.
2. Contractor shall supervise the work allotted to him and to be carried out by his employees. Contractor has to report daily to the engineer / supervisor incharge for allotment of work.
3. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
4. Contractor should issue appropriate appointment letter to his employees.
5. Contractor to provide employment card/Identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate his name, place of work and duration of validity of card.
6. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employees to carry out the job nor shall sub-contract the job.
7. Contractor will keep watch on his employees and he is liable for any pilferage/loss to BHEL due to act of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the contractor shall lie exclusively with him.
8. Contractor to provide uniforms/safety appliances & safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations applicable to BHEL.
9. The contractor has to provide a distinct uniform different from BHEL employees. The uniform shall be kept in tidy & wearable condition. Wherever necessary, the same shall be integral of the uniform.
10. The contractor to ensure that all precautions are taken for safety of his employees & equipment.
11. In the event of termination of contract any reasons whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the
12. Contractor may discharge his employees after making payment towards retrenchment compensation.

C) SAFETY AND DISCIPLINARY ACTION:

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use such equipment is required in day-to-day operations.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.

D) TOWARDS STATUTORY LIABILITIES:

1. Contractor shall comply with statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
2. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.
3. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
4. Contractor shall ensure payment of ESI contributions under ESSI Act, 1948 and provide ESI membership no. of each employee.
5. Contractor shall produce proof of deductions as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
6. Contractor shall furnish proper returns to the concerned statutory authorities.
7. Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done second/third shift, overtime, Sundays or on other declared holidays without written permission.
8. In case contractor employs women as he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules etc.
9. Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
10. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
11. Contractor to obtain insurance cover for his employees/equipments, tools & tackle etc. and take third party risk insurance coverage at his own cost, BHEL shall not be responsible for any loss, damage, pilferage of his property under employees.
12. Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 service tax and shall cover his employees under the said codes.
13. Contractor to obtain license CL (R&A) Act, 1970.
14. Contractor shall fully comply with provision of various applicable labour provisions of the following enactments and other enactments as applicable for such contracts.
 - Contract Labour (R&A) Act 1970 and rules 1971.
 - Payment of wages Act.
 - Minimum Wages act 1948, M.P. Rules 1958.
 - Employees State Insurance Act 1948, Rules and regulations 1950.
 - Employees Provident Fund Act 1952 and Pension Scheme 1995.
 - Workmen's Compensation Act 1923.
 - M.P. Industrial Relations Act 1960 and Factory Act 1948.

- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.
- M.P. Shram Kalyan Nidhi Adhiniyam 1982.
- Payment of Bonus Act 1963.
- Inter State Migrant Act.

15. Contractor shall commence the work only after obtaining:
 - i) Labour Licence, (ii) Provident fund code no. (iii) ESI code no.
 - iv) Registration no. (v) Notice of commencement in Form 6-A & Maintain Resister of workers in Form 13.

E) PAYMENT OF WAGES:

1. Contractor shall be responsible for making payment of wages through online banking/Bank/Cheque before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
2. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
3. Contractor shall be solely responsible for non payment/delayed payment of wages, contribution under EPF & MP Act, ESI Act etc.
4. In case the contractor fails to make wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
5. Payment of bonus under the payment of bonus Act, payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be sole responsibility of the contractor.
6. Over and above the daily wages rate, payment shall be made for leave with wages.

F) TOWARDS SUPPLY OF TOOLS AND TACKLES:

1. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out job contract at his cost and if necessary contractor shall take insurance of his resources-man, material, equipments and tools & tackles.
2. Contractor shall provide safety appliances & maintain the same at his own cost which may be required under the statute or otherwise.
3. Contractor shall provide tools and tackles at his cost to his employees for carrying the job.

G) TOWARDS FINANCE

1. Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. Rate quoted shall be net and inclusive of all taxes and levies which might be applicable to this type of job.

H) RIGHTS AND OBLIGATION OF BHEL:

1. In case the contractor does not carry out the contractor/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligation and rectify the deficiency/anomaly within three days (specify time) failing which BHEL reserves the right to impose penalty terminate the contract without assignment any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
2. Without prejudice aforesaid clause, BHEL reserves its right terminate the contract without assigning any reason by giving 30 days notice in writing to contractor.
3. The decision of BHEL regarding interpretation of terms and conditions set forth in the agreement shall be final and binding on the contractor.
4. Duration of contract i.e, date of start and date of completion is specifically provided in the contract. Both the parties can reserve the right to extend the contract on mutually agreed terms and conditions.
5. In case of any dispute concerning the terms and condition of the contract or its implementation, attempts need to be made by the parties to settle the matter amicably. In case the dispute is not resolved the dispute needs to be referred for conciliation by an officer of BHEL. In case it remains unresolved, the dispute be referred for arbitration by an officer of BHEL. In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person.
6. The contract needs to be executed on proper stamps paper to be purchased by the contractor (stamps fees be ascertained as per the applicable rates in the concerned State). It should be signed with seal of the Firm/Company and witnessed.

I) Force Majeure Clause:

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

J) ARBITRATION & CONCILIATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference ; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or; in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be BHOPAL.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in the terms of Clause (I) above, the Courts at Bhopal shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of contract.

H) Risk & Cost Option

If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

(Signature & Seal of bidder)

BHEL TERMS & CONDITIONS HEALTH, SAFETY & ENVIRONMENT

1. **Rules To Be Observed, (while inside BHEL premises) :**
 - i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
 - ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
 - iii) No workmen shall enter BHEL in inebriated condition.
 - iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.
2. **SAFETY :**
 - i) No workman shall be below the age of 18 years on the date of starting work in BHEL.
 - ii) For any skilled / semi-skilled work, trade certificate such as ITI pass, Diploma, or degree shall be furnished.
 - iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
 - iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
 - v) Contractor shall submit proof of crane operator having undergone training for operating the crane.
 - vi) For slingers employed by contractor, the minimum educational qualification shall be 10th pass.
 - vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor's workmen are working without the required PPEs, BHEL reserves the right to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
 - viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc. For other consumable nature of PPEs such as masks, ear-buds, muffs gloves, inspection at workplace, by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
 - ix) For such items as Safety shoes, Aprons, Uniform etc which are worn by the workmen on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
 - x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
 - xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.
3. **ENVIRONMENT:**
 - i) For any Chemicals, Paints or oils etc that the contractor may be required to be brought inside factory, the empty drums, containers etc shall be taken out through gate no-9 under intimation to AGM concerned of the department where work is carried out.
 - ii) No oil or chemical etc shall be drained in the drains or water pools inside factory.
4. **HEALTH**
 - i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL.
 - ii) For crane operators Medical certificate with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor(MBBS Ophthalmology).
 - iii) All hired crane operators shall be got certified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
 - iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases like TB, Asthma, Leprosy etc.
 - v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate of Physical Fitness from a registered Medical doctor of current date mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice.
 - vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.
5. **ROAD SAFETY :**
 - i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers, or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.
 - ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for motor vehicles. Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the Contractor.
6. **GENERAL SAFETY ASPECTS :**

All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL Bhopal factory:

 - (1) BHEL's HSE policy shall be honored at all times. (2) PPEs shall be used as required at the work-place (3) No unsafe act shall be indulged-in, by the workmen. (4) Special written permission for working at heights shall be obtained by contractor. (5) Medical clearances as required for work shall be submitted before start of work. (6) While working at any machine tool area etc, BOTs, Cranes etc no mobile phone usage is allowed. (7) No loose clothings like shawls, mufflers, dupatta etc should be worn near machine tools. (8) Smoking is prohibited at all times inside factory. (9) No make-shift arrangements shall be made for any engineering shop-floor work. (10) Compressed air shall not be used for area or personal cleaning/de-dusting. (11) All stipulations of the Factories Act shall be honored and observed by contractor's workmen.
7. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on:
(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery, Process)

7.1 Revolving Machinery, 7.2 Pressure Vessels, 7.3 Lifting Devices, 7.4 Power Presses, 7.5 Work at heights, 7.6 Any confined space, 7.7 Electrical Equipment 7.8 In the vicinity of other hazardous process/machinery

Compensation in case of death/permanent incapacitation of person

“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: Rs. 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
- d) Permanent disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employee's Compensation Act, 1923.”

To be signed by contractor

(as proof of having read and agreed)

Annexure-VI

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the bidder.
3. GST portion of the **invoice shall be released only upon:-**
 - i. All invoices raised by contractor/vendor must be GST compliant tax invoices as per the GST invoice rules.
 - ii. Contractor declaring such invoices in his GSTR-1, and
 - iii. Receipt of goods/services and tax invoice by BHEL and
 - iv. Confirmation of payment of GST thereon by contractor on GSTN portal
 - v. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to contractor for GST portion will be released only after completion of above activity & on availment of ITC by BHEL.

4. In case any tax credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and/or tax invoice** or expiry of the timeline prescribed in tax law for availing such ITC, or any other reasons not attributed to BHEL, tax amount shall be recoverable from the contractor along with interest levied/leviable on BHEL. Hence payment covering tax portion including interest thereon will be payable only upon completion of these requirements.
5. In case he **delays in declaring such invoices in his return** and tax credit availed by BHEL is denied or reversed subsequently as per tax law, tax amount paid by BHEL towards such ITC reversal as per tax law shall be recoverable from them along with interest levied/leviable from BHEL. Hence payment covering tax portion including interest thereon will be payable only after the last date/chance for availing ITC.

Reverse Charge under GST

- 6.A In respect of goods, reverse charge liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.
- 6.B In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.
- 6 C. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in Tax law.

Anti Profiteering

7. Bidder has to give an undertaking that any reduction in the rate of GST and/or benefits of ITC under the provisions of GST law shall be passed on to BHEL by way commensurate reduction in price of Goods/services.

This may be due to

Any reduction in the rate of GST or the benefits of ITC accrues to vendor/contractor.

Availability of ITC for interstate supplies under GST which was not available in existing law (like CST) or ITC reversal under the existing law for stock transfer or on account of common credit etc.

Any element of taxes like excise, service tax, VAT, CST, Entry tax etc. embedded into price of goods or service under contract/work order/PO placed under the existing law.

The above shall be taken in to account for working out the benefits to be passed on to BHEL.

The above shall be taken on to account for working out the benefit to be passed on to BHEL.

A declaration on anti-profiteering shall be submitted by bidder with price impact.

8. Tax deduction at source:
TDS as per extent provision of GST law shall be deducted from supplier/contractor bill.
9. Liquidated damage (LD)/Penalty:
LD or penalty is chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

(Signature & Seal of Contractor/bidder)

MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-IV to this GCC.

The Annexure IV together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within

15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.

9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.

10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.

11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.

12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.

13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval,

concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

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

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

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

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

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

		Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.

25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.

26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.

27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.

30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
- b. admissions made by the other party in the course of the Conciliator proceedings;
- c. proposals made by the Conciliator;
- d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.

33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

Format 2 to BHEL Conciliation Scheme, 2018

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/
CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL
.....

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

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

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

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

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

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

Yours faithfully,
(Signature with stamp)

Authorized Representative of Contractor Name, with designation Date

Format 5 to BHEL Conciliation Scheme, 2018

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

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

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

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

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

PAYMENT TERMS:

Payment will be made through finance works after satisfactorily overhauling of each boiler and submission of bill by the contractor duly certified by the engineer incharge and submission of PF, ESI challans & wage sheet by the contractor for the man power deputed during the work.

To be signed by contractor

(as proof of having read and agreed)

Compensation of Delay/ Penalty Clause:-

If the contractor fails to maintain the required progress in terms of work order or to complete the work and clear the site on or before the contract or extended date period of completion, he shall without prejudice to any other right or remedy of company /corporation on account of such breach pay as agreed compensation amount calculated as stipulated below):

0.5 % (half percent) per week of contract value.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of total contract value.

The contractor has to complete the activities of boiler overhauling within 15 working days (Here working days means working days of BHEL Bhopal) from the date of handling over the boiler to him for each boiler. i.e boiler is to be made ready for hydraulic testing within 15 working days from the date of handing over the boiler. Failure in the same will result in penalty as per above LD clause.

To be signed by contractor

(as proof of having read and agreed)

Eligibility Criteria/ Pre-Qualifying Requirement

Subject: Annual overhauling of oil fired boilers (Reg No. MP 4965 & MP 4966) for open inspection/dry test and hydraulic test as per Indian Boiler Regulation Act.

Contractor has to submit following information for above work done -

Sl o.	Description	Contractor to confirm
1.	Contractor has to submit copy of previous work order of overhauling/Maintenance of Industrial boilers in last 7 years (from the tender due date) along with completion certificate of the work.	
2.	Detail of work	
3.	Year of completion of work.	
4.	Name & address of the company/firm where such work has been performed.	
5.	Contact detail of person where such work has been performed (Email id & Phone no.)	

Note: Contractor has to submit above information along with techno commercial bid. Contractor not submitting the above information are liable to be technically disqualified and no correspondence will be done after opening of Techno-Commercial offer.

Sign and seal of contractor

Date: