



பாரத் ஹெவி எலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
 (இந்திய அரசு நிறுவனம் / भारत सरकार का उपक्रम / A Government of India Undertaking)
 CIN: L74899DL1964GOI004281
 (பிஹெச்இஎல் திருச்சிராப்பள்ளி / बीएचईएल तिरुच्चिरापल्ली / BHEL Tiruchirappalli)
 फोन /Phone : 0431-2571519 / 8187 | ईमेल /Email : umashankarm@bhel.in

NOTICE INVITING e-TENDER (Through NIC Portal)

Two-part **e-Tender** inviting techno-commercial and price bids for **Quality Control Inspection and Documentation Support Services in Various Production Shops / Areas of BHEL Trichy Complex for a period of Two Years.**

Kindly submit your competitive offer for the above subject work as per the tender terms and conditions given in the tender document through **NIC portal**

SL	DESCRIPTION	DETAILS
1	Location of Work.	BHEL Tiruchirappalli Complex.
2	Period of contract	Two Years from the date of award of contract
3	Service qty.	As per BOQ and Price Bid Work / Rate Schedule.
4	Splitting of Work	60:40 Ratio as per Annexure-T4, Clause 3 / Page 39 of NIT
5	Earnest Money Deposit (EMD)	₹ 2,00,000 (Rupees Two Lakhs) for quoting Schedule-A alone ₹ 2,00,000 (Rupees Two Lakhs) for quoting Schedule-B alone & ₹4,00,000/- (Rupees Four Lakhs) for quoting both the schedules EMD Waiver: for Central/ State PSUs/ Government depts./ Autonomous/ Educational/ Research institutions and MSE vendor.
6	Price Bid *Vendor to Quote the “Value” without GST (i.e., exclusive of GST)	Schedule-A= Lump Sum Value Excluding GST Schedule-B= Lump Sum Value Excluding GST Please quote Lump Sum Value Excluding GST in NIC Portal The amount quoted shall remain firm and valid during the entire period of contract. Bonus Clause and ORC are not applicable to this contract.
7	For Obtaining MSE benefits in Payment terms and allocation of works / contract	MSE (Micro and Small Enterprises only) By submitting only <u>Udyam Registration certificate</u> or Medium Enterprises, graduated from its original category (Micro/Small) within the period of 3 years from the date of graduation.
8	Start-Up Benefits	Start-up companies will be exempted from remitting EMD as per government norms. In terms of work Experience & Turnover, such vendors need to meet at least 50% of financial turnover & at least 50% of similar experience on eligibility criteria in the tender. For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.
9	Security Deposit (SD)	5% of order value. <u>Security Deposit (SD) Waiver:</u> for Central/ State PSUs/ Government depts./Autonomous/ Educational/ Research institutions.
10	Last date of receipt of filled-in Tender / Offer	10.30 A.M. on 07.10.2024 Online bid opening through NIC portal i.e. https://eprocurebhel.co.in
11	Date & Time of opening of techno-commercial bid (Part-I)	02.30 P.M. on 07.10.2024 Online bid opening through NIC portal i.e. https://eprocurebhel.co.in

SL	DESCRIPTION	DETAILS
12	Date & Time of opening of Price Bids (Part-2)	Online bid opening through NIC portal i.e. https://eprocurebhel.co.in The date / time of opening of Price Bids will be intimated to all the technically qualified bidders at a later date by BHEL.
13	Contact details for queries related to submission of tender	M Umashankar, Engineer/ WCM 0431 257 1519; e-mail: umashankarm@bhel.in Anjana Pachori, Dy Manager/ WCM 0431 257 8187; e-mail: apachori@bhel.in
14	Contact details for queries related to scope of work & working area details.	<u>For Schedule-A</u> Mr. Sanjay Sukumaran, Manager / Quality Control e-mail : sanjay.sukumaran@bhel.in , Landline: 431-257 5021 <u>For Schedule-B</u> Mr. Venkateswarlu Ala, Sr.Manager / Quality Control e-mail : alavenk@bhel.in , Landline: 431-257 6527
Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected		

The tender documents comprise the following: -

(I) Part-1 – Techno Commercial Bid

- Annexure-T1A : Detailed Scope of Work & Technical Specifications for Boiler Shops
- Annexure-T1B : Detailed Scope of Work & Technical Specifications for OLI, Procurement, Valves, CC & SSTP
- Annexure-T2 : Pre-Qualification Requirements (PQRs)
- Annexure-T3 : Special Terms & conditions of the Contract
- Annexure-T4 : Terms & Conditions for finalizing the contract
- Annexure-T5 : Terms & conditions for submitting the offers
- Annexure-T6 : General Terms & Conditions of the Contract

(II) Part-2 – Price Bid

- Annexure-P1 : Price bid - Work / Rate Schedules

Tender can be cancelled at any stage due to unavoidable circumstances. Please note that this is only a request for an Offer and not a Contract.

Thanking you,

For **Bharat Heavy Electricals Limited**

Anjana Pachori

Dy. Manager / Works Contracts Management,
3rd Floor, 24 Building, B.H.E.L., Tiruchirappalli – 620 014,
Tamilnadu. Phone: 0431-2578187, Email: apachori@bhel.in

ANNEXURE-T1-A

DETAILED SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

SCHEDULE-A – BOILER SHOPS

1. BILL OF QUANTITY (BOQ)

Item SL No.	Activity	Qty. (Nos.)	% allocation on Total Quoted Value
1	Input Document verification of tubular products	36435	3.7900%
2	Raw material verification of tubular products	36435	4.7372%
3	Checking of tube ID, Bore, PMI check for tubular products	36435	7.1058%
4	Panel visual inspection (Hot & Cold side)	17987	14.0313%
5	Conducting Ball test in panels	17987	1.1693%
6	Dimensional inspection of tubular products	36435	7.1058%
7	Trial assembly of spiral wall panels	92	0.0478%
8	Layout inspection of Bend panels	922	0.2398%
9	Sponge test witness of tubular products	36435	1.8945%
10	Raising Customer inspection calls for all Cat I, II & III items	69180	1.7985%
11	Final inspection of tubular products, L&L, DeSH, Tie Rod	39682	5.1594%
12	History card & Inspection reports preparation for all products	40420	10.5106%
13	Verification of Raw material Hard stamping & Surface Check on vessels, Headers, L&L, DeSH, Tie Rod	8154	0.5301%
14	Inspection of Pipe bending / Plate Forming in Vessels	37	0.0048%
15	Layout Marking Inspection / EP Marking in Vessels & Headers	2140	1.1130%
16	Fitup Inspection of Vessels, L&L, DeSH, Tie Rod	6641	0.8634%
17	Welding Inspection (Includes pipe to pipe welding, stub welding, attachment welding) of Vessels, L&L, DeSH, Tie Rod	9298	1.8134%
18	Checking for Ovality in Shells / Bend Pipes	92	0.0023%
19	Check for PMI of Vessels, L&L, DeSH, Tie Rod	10220	0.2657%
20	Check for Hardness in Vessels & Headers	1181	0.0307%
21	SAP Call raisal for NDE for all products	147123	3.8249%
22	Review of Heat treatment parameters for all products	27285	1.4187%
23	Witness of Hydro Testing and report generation of pressure parts for all products	23706	2.7737%
24	Verification of Inside Cleaning of Vessels & Headers	738	0.1919%
25	Final Inspection of Vessels	74	0.0577%
26	Painting /Stenciling Inspection of Vessels & Headers	738	0.0960%
27	Review of documents for completion for Vessels & Headers	738	0.3838%
28	Raising of IBR Inspection Report (IR) for all products	738	0.0192%
29	Verification of IB stamping on jobs (Vessels, Headers, L&L, DeSH)	3487	0.0907%
30	Handing over documents to Documentation (after verifying completeness) for all products	39921	1.0379%
31	Fitup Inspection of Headers	6641	1.7269%

Item SL No.	Activity	Qty. (Nos.)	% allocation on Total Quoted Value
32	Welding Inspection (Includes pipe to pipe welding, stub to header welding, attachment welding, Tee welding, nozzle welding) of Headers	6641	1.7269%
33	Check for PMI of Headers	6641	0.8634%
34	Checking for Bow and Alignment in Headers	664	0.0863%
35	Final Inspection of Headers	664	0.6906%
36	Layout inspection of L&L	2749	0.3574%
37	Verification of Inside Cleaning of L&L	2749	0.0715%
38	Painting /Stenciling Inspection of L&L	2749	0.0715%
39	Final inspection and Documentation of Fuel line, Fuel Systems, Loose tubes, & Non Pressure parts	155886	8.1055%
40	Final inspection and Documentation of BMR Items	40217	5.2289%
41	Fit up inspection of Ducts	11871	0.6172%
42	Weld inspection of Ducts	11871	0.6172%
43	Final inspection of Ducts	11871	0.6172%
44	Data Entry for Boiler PGMA's , PGMA verification & corrections	1199	0.5300%
45	Trial Print for Verification Form-III sheets	3690	1.7271%
46	Data Entry & Verification of Vendor certs. in line with GMS, Drgs. and DU details	1384	0.3599%
47	Affixing and positioning Digital stamping & seal in Data Sheets, Drawings, Form-II Encls.	14758	0.3837%
48	FOT in Panels & Coils	104	0.0541%
49	IPW Impact testing of Panels & Coils	720	0.3745%
50	FBW Bend testing of Panels & Coils	560	0.2912%
51	Process Qualification of forming operations like swaging, bending etc in tubular products	9600	0.7490%
52	Data Entry for Form-III A/B/C/H	24000	0.6240%
53	Trial Print for Verification (Form-III A/B/C/H sheets only) in line with GMS, Drgs & DU details	7200	0.5618%
54	Certificate generation & compilation of TC extracts, Drawings, Certs.	7200	0.3744%
55	IBR Inspection fees payment for Spares and other NS	24000	0.6240%
56	Receipt and maintenance of History cards and Vendor certs.	19200	0.2498%
57	Preparation & Acknowledgment of Forwarding letters for Inspection Reports & IBR certs.	2400	0.1248%
58	Bundling of HCs/Docs.	6400	0.0833%
TOTAL			100.0000%

2. DETAILED SCOPE OF WORK

- 2.1 Vendor shall provide qualified personnel of supervisor grade for performing Quality control support activities in Quality Control function & Documentation in Boiler shops at BHEL/Trichy. Contract QC supervisors have to assist BHEL Supervisor / Executive in carrying out the relevant activities pertaining to a particular bay or cost center or location.
- 2.2 Typical activities for QC Supervisory role in Quality Control function & Documentation / Boiler shops is broadly summarized as under:
 - 2.2.1 Collection and verification of attestation cards against allocated materials.
 - 2.2.2 Preparation of History cards and ensuring completion of all activities as per checklist.
 - 2.2.3 Recording the QC inspection data in the History cards.

- 2.2.4 Generating NDT calls in SAP.
- 2.2.5 Collection and compilation of NDT reports.
- 2.2.6 Preparation and compilation of heat treatment movement sheets.
- 2.2.7 Preparation of heat treatment extract for NTPC clearance and distribution to respective bays.
- 2.2.8 Compilation of all relevant QWI, Drawings, measuring instruments/testing equipment at the time of Inspection.
- 2.2.9 Verification of latest Drawing, WPS & Quality work instruction required during manufacturing of the product.
- 2.2.10 Generating Inspection calls for Customer Inspection as per CQP's.
- 2.2.11 Consolidation of Customer/Statutory Authority Inspection clearance reports.
- 2.2.12 Verifying completion of Inspection and verification of Inspection and testing records as per SQP/CQP's.
- 2.2.13 Verifying completion of surface preparation before NDE and final painting.
- 2.2.14 Handling over of IBR documents to documentation section.
- 2.2.15 Preserving calibration/FOT records & maintaining AMC records for testing equipment where ever required.
- 2.2.16 Up-keeping the spectro machines with proper charging of batteries and routine calibration as per testing requirements.
- 2.2.17 Ensuring the availability of calibrated instruments during in process and final inspection
- 2.2.18 Other shop QC back-end activities if any in line with QWI, CQP's, drawing and customer/statutory body requirements.
- 2.2.19 Data Entry for Boiler Data book and IBR certificates in SAP by QC Documentation
- 2.2.20 Maintenance of History cards by QC Documentation
- 2.2.21 Obtaining Statutory approval from IBR inspectorate by QC Documentation
- 2.2.22 Coordination for renewal of Unit approvals by IBR inspectorate
- 2.2.23 Fees payment by QC Documentation
- 2.2.24 IBR certificate generation and preparation of forwarding letters to DDB office by QC Documentation

3. EDUCATIONAL AND TECHNICAL QUALIFICATION FOR CONTRACT QC SUPERVISORS:

- 3.1 All Contract QC supervisors shall hold Diploma and/ or higher qualification in Mechanical/Production Engineering.

- 3.2 All Contract QC supervisor should possess a minimum of one year of experience in the field of Quality Inspection / Fabrication in the level of work execution or supervision. A letter from any organization as a proof has to be attached.
- 3.3 All Contract QC supervisor must have knowledge in handling different measuring instruments and gauges.
- 3.4 All Contract QC supervisor must have knowledge in reading Engineering drawings (1st angle projection in BHEL drawings).
- 3.5 All Contract QC supervisor must be capable enough to read instructions in OPS (Operation process sheets), Work instructions and test procedures (in English), and shall be able to communicate to other task performers.
- 3.6 All Contract QC supervisor shall have computer literacy to prepare reports in MS office, Excel, etc.
- 3.7 All Contract QC supervisor must possess good health to climb stairs, ladders and to work by standing for few hours, handling portable measurement instruments and gauges.
- 3.8 All Contract QC supervisor must have the knowledge to understand basic chemistry of steels and compare the requirements with the available test certificates in English language.
- 3.9 Contract QC supervisor must have Normal Aided/ Unaided eyesight. Contract QC supervisor should not be color blind. Eye check-up certificates to be submitted for all contract QC supervisors. Eye test certificates can be obtained from NDE level-III or an Ophthalmologist.
- 3.10 The Inspection Agency / the inspector shall not off-load any part of the work, assigned by BHEL. If found contract shall be immediately terminated.
- 3.11 No consultant or Freelancer is allowed for inspections works.
- 3.12 All Contract QC supervisors shall submit their educational qualification certificates and relevant experience certificates for verification by the contractor. The contractor shall provide declaration for the same to BHEL. BHEL may verify the Educational and Experience documents if required.
- 3.13 All Contract QC supervisors before deployment shall be reviewed by BHEL contract execution agency based on qualification, experience, and/or written test & interview as deemed fit.
- 3.14 Overall supervision of the contract QC supervisors is the responsibility of contractor.

4. TECHNICAL TERMS AND CONDITIONS

- 4.1 The contract period is 24 months from the date of commencement of work. The billing cycles for 2 years is tentatively 24 Nos **(i.e Monthly 1 No).**
- 4.2 Prior to start of month, a tentative plan of the quantum of the work in the immediate upcoming month will be provided to the contract agency, to plan for appropriate deployment of manpower to meet the work load.
- 4.3 It is tentatively estimated that, the contractor is expected to engage **50 Nos. of qualified contract QC supervisors initially,** which is indicative in nature, to carry out the list of QC activities mentioned **in the NIT.**
- 4.4 Based on load variations, Increase or decrease in manpower shall be operated, at any given point of time during the contract period as demanded by BHEL. The increase or decrease in number of contract QC supervisors will be operated within **- 10% to +30% of initial deployment,** subject to a **maximum of 75 qualified contract QC supervisors (indicative).** The requirement for increase or decrease in manpower will be informed to the contractor before 45 days.

- 4.5 The number of times the Increase or decrease in manpower (as mentioned in point 5.4 above) is operated will be based on load variations as decided by BHEL.

5. GENERAL TERMS AND CONDITIONS

- 5.1 Contractor shall supervise/monitor the QC Contract supervisors on a daily basis.
- 5.2 BHEL shifts timings are (1) 6.00 AM - 2.00 PM, (2) 8.00 AM - 4.30 PM, (3) 2.00 PM - 10.00 PM, (4) 4.30 PM – 01.00 AM and (5) 10.00 PM - 6.00 AM and any other shift timings of 8.5 hrs. duration will be communicated to the contractor and the contractor is required to fulfil such requirements.
- 5.3 Working Time: Contract QC supervisors posted in BHEL by the Contractor are expected to work in shifts of 8.5 Hours including lunch break of 30 minutes and two tea breaks of 10 minutes (pre-lunch and post-lunch). The Contractor is expected to deliver support services in all three shifts (as mentioned above) as per the instruction of BHEL QC Executive in charge.
- 5.4 Contract QC supervisors shall have to work in extended hours including Sundays and holidays on need basis as communicated by the BHEL executive in charge.
- 5.5 The contract QC supervisors shall maintain a daily record for inspection activity completed in respective work centers. To be certified by respective work center BHEL QC supervisor and Executive.
- 5.6 Contractor shall not change the already engaged contract QC supervisors without taking permission from BHEL. The feedback on performance of contract QC supervisors will be intimated to the contractor as and when necessary. If the performance/behavior of the contract QC supervisor is not satisfactory, then based on the BHEL QC Executive's advice the respective contract QC supervisor shall be replaced with a qualified contract QC supervisor.
- 5.7 Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
- 5.8 The activity-wise quantities mentioned in the Tender are tentative only. BHEL does not guarantee for any minimum quantity. Service requirement shall be made by BHEL from time to time during the contract period and the contractor shall comply with the same. The quantity of services mentioned in the scope of work is only indicative and the actuals may differ and the payment shall be effected subject to the extent of services delivered on actual basis. Contractor has no right to demand quantity of service.
- 5.9 Contractor shall provide the required personal protective equipment (safety shoes, helmet, etc.) to their Contract QC supervisor and follow the safety rules and regulations as specified by BHEL.
- 5.10 The Contract QC supervisors should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices such as Safety Shoes, Hand Glove, Helmet, safety goggles etc. (whatever required) and shall comply and follow the safety rules and regulations as specified by BHEL based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety department, Welfare section and Line Executive in-charge. Contractor shall provide uniforms, Identity card approved by BHEL security department to the contract QC supervisors. Contractor has to ensure proper use of the safety equipment.
- 5.11 Contractor shall ensure that services delivered by engaging its employees who are aged between 18 years to 45 years.
- 5.12 The contractor shall submit invoice every month for the activities completed in a month with evidence for the completion as per NIT. Payment shall be on BHEL Terms.

- 5.13 Any deficiency in delivery of required quantity of services shall be considered as breach of contract and the contractor shall be liable for liquidated damages apart from deductions from bills. Similarly, Contractor shall ensure that contract QC supervisors engaged by him/her are meeting the qualification requirements stipulated in the tender.
- 5.14 The performance of Contract QC supervisors will be observed continuously by user department. In case of unsatisfactory performance. The contractor is expected to take appropriate time bound corrective actions (Including termination of personnel when deemed appropriate) to improve the quality of service and feed- back on action taken shall be conveyed to BHEL executive in charge.
- 5.15 Change in engaged Contract QC supervisor during contract period shall be intimated sufficiently in advance by contractor to concerned BHEL executive(s) and also the Contractor shall ensure the replacement supervisor to enable smooth transition at work spot.

ANNEXURE-T1-B

DETAILED SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

SCHEDULE-B – OLI, PROCUREMENT, VALVES, CC & SSTP

1. BILL OF QUANTITY (BOQ)

Item SL No.	Activity	Qty. (Nos.)	% allocation on Total Quoted Value
1	Witness of Safety Valve, ERV Hydro test	840	0.1085%
2	EP measurement & Dimension report preparation	840	0.1085%
3	Witness of soot blower valves testing	840	0.1085%
4	Preparation of History cards & COC for OFE Valves	25974	5.5899%
5	Hardness check, visual inspection for OFE	40000	3.4426%
6	Hydro test witness for OFE	25974	8.3848%
7	Heat treatment Chart verification, Job furnace loading verification	840	0.1808%
8	Dimension check, Inspection report preparation for MSTR items	1320	0.2841%
9	Dimension check and DR preparation for ATP jobs	1320	0.2841%
10	RM inspection and Welding history card preparation	840	0.1808%
11	Dimension report preparation for OFE components	10000	2.1521%
12	HPLP test witness and report preparation.	24	0.0104%
13	Witness of FM/FH Hydro and Function test	53568	11.5284%
14	Preparation of the Hydro reports and COC for FM/FH	4368	0.4700%
15	Verification and IBT stamping for FM/FH valves	4368	0.9400%
16	Inspection and preparation of reports for TOA, QCNRV, HM, SP valves.	5000	2.1521%
17	NDE request generation in SAP system for Hardfacing of Body, Bonnet, Seat Ring and Wedges	2400	0.2066%
18	Inspection and history card preparation for welds in TOA, QCNRV, HM, SP valves.	2100	0.4519%
19	Verification of HT operation along with HT records	1100	0.2367%
20	Witness of Hydro and Function test for TOA, QCNRV, HM, SP valves.	2100	1.3558%
21	Preparation of Hydro reports and COC for customer/TPI witnessed items.	2100	0.4519%
22	Measurement of Edge preparation dimensions and LPI witness.	2100	0.4519%
23	Painting inspection and IBR stamping for TOA, QCNRV, HM, SP Valve.	2100	0.4519%
24	Instruments and gauges history card updation , report preparation & Maintenance activities	17000	2.1955%
25	Verification of items during receipt of items	17000	1.2439%
26	Call raising in SAP based on the vendor request	23520	1.0121%
27	Call raising in WINDSORX - For Stage Calls only	10800	0.2326%
28	Report preparation and Call closing in SAP & WINDSORX	23520	1.0121%
29	Bloom Inspection & Clearance for Billet charging.	60000	6.4563%
30	Bundle Inspection at IC Bay & HTC Clearance.	600000	7.7377%
31	Positive Material Identification before NDT	600000	5.1585%
32	Tube Visual Dimensional Inspection	240000	4.6536%

Item SL No.	Activity	Qty. (Nos.)	% allocation on Total Quoted Value
33	Final Bundle Inspection and packing	600000	6.4481%
34	RM ,Tools Incoming inspection, Preparation of documentation & TCs	9000	1.9369%
36	Physical verification of receipt material	7000	1.2052%
37	Test certificate verification	7000	1.2052%
38	Carrying out GR inspection of materials in SAP	7000	0.4520%
39	Preparation of documents Clearance of SSTP GR	10000	0.6457%
40	Preparation of received material by IBR authority(release note)	17000	0.7316%
41	Test certificate data uploading in SAP and controlling of TC	17000	0.7316%
42	Physical inspection of issue material	4000	0.8608%
43	Receive LAS & raise attestation in SAP	4000	0.8608%
44	Preparation of IR & Machining history card generation for DD items	1000	0.2152%
45	Goods issue to the vendor Through SAP	200	0.0173%
46	Preparation of attestation cards & Group certificate from the customer & IBR	4000	0.8608%
47	Preparation of IBR endorsement of TC for Thirumayam unit	200	0.0173%
48	Preparation of for IUTV/ISTV carried out from stores to other Units	200	0.0861%
49	Preparation of Documents & Test certificate for ACF vendors & Sub contractors	200	0.0861%
49	Physical verification of receipt material	6284	0.5408%
50	Physical verification of receipt material	6284	0.5408%
51	GR clearance in SAP & TC Uploading	6284	0.5408%
52	Physical inspection of issue material	11504	1.2379%
53	Preparation of COC for Customer / Comml	11504	0.4951%
54	LAS clearance after customer clearance	11504	0.9901%
55	Issue of Test certificate for OS vendors & Sub contractors	240	0.0208%
56	Issue of Attestation for Attested Items	240	0.0208%
57	Receipt of MR & Call generation in SAP	852	0.0367%
58	Preparation of COC for Customer / Comml	852	0.0367%
59	TC documentation & Indexing of TCs for Cat-II Items	140	0.0603%
60	MR clearance	852	0.0367%
61	Receipt & Overall review of Complete TCs, Approved Documents & QP	28	0.0060%
62	Indexing of TCs and TC documentation	28	0.0482%
63	Test certificate data uploading in Quest and controlling of TC	28	0.0060%
64	Review & Verification of MTC	13500	1.7435%
65	Visual Inspection and dimensional verification of Jobs with MTC and other records	15300	2.6343%
66	Scanning of the MTC's, filing them in respective location and maintaining them	21080	2.7224%
67	Preparation of IBR release notes	900	0.1937%
68	Verification of LAS ,Preparation of Group certificates and attest Cards	3000	0.5165%
69	Inspection of issue items and stamping of inspector seal	4140	0.5347%
70	Verification of OPS, drawing, GC and HT records for springs, raise of the MPI calls for Springs	1000	0.2152%
71	Preparation of History cards, and application of name seals	1000	0.2152%

Item SL No.	Activity	Qty. (Nos.)	% allocation on Total Quoted Value
72	Raising of inspection calls in SAP/Winsrox and compilation of documents	2400	0.5165%
73	Preparation of COC and other documents for items handed to logistics	500	0.0646%
74	Receiving of the PDO cleared documents, closure in SAP and scanning of the documents	2000	0.4304%
	TOTAL		100.0000%

2. DETAILED SCOPE OF WORK

- 2.1 Vendor shall perform Quality control(QC) support activities in Quality Control function at HPBP and SSTP by engaging qualified personnel of supervisor grade for. Contract QC supervisors have to assist BHEL Supervisor / Executive in carrying out the relevant inspection activities pertaining to a particular bay/location as allocated to them from time to time.
- 2.2 Typical activities for QC Supervisory role in Quality Control at HPHP and SSTP is broadly summarized as under:
 - 2.2.1 Inspection/verification of raw materials like blooms, tubes, pipes, plates, castings, forgings and sub-delivery items at various locations as per work instructions.
 - 2.2.2 Verification of the documents related to the products, raw materials and sub-delivery items as per the CQP/SQP/TDC/PO etc.
 - 2.2.3 Dimension inspection of the machined components/items/products and preparation of related reports.
 - 2.2.4 Witness of Hydro and functional testing, Functional testing of various types of Valves as per BHEL procedures and preparation of reports as per requirements.
 - 2.2.5 Positive material identification and hardness testing.
 - 2.2.6 Preparation of heat treatment movement sheets/log books and extract for Customer/IBR clearance.
 - 2.2.7 Generating Inspection calls for Customer/BHEL Inspection as per contract quality plan (CQP's) and monitoring in SAP and other systems.
 - 2.2.8 Preparation of certificate of compliance (COC), History cards, check list and other customer inspection reports.
 - 2.2.9 Verifying completion of surface preparation and painting inspection.
 - 2.2.10 Marking and final inspection of components and products as per work instructions.
 - 2.2.11 Consolidation of Customer and Statutory Authority Inspection clearance reports project wise/customer wise.
 - 2.2.12 Scanning and maintenance of the material test certificates, history cards, COC s and other records.

3. EDUCATIONAL AND TECHNICAL QUALIFICATION FOR CONTRACT QC SUPERVISORS:

- 3.1 All Contract QC supervisors shall hold minimum of Diploma and/ or higher qualification in Mechanical/Production Engineering.
- 3.2 All Contract QC supervisors should possess a minimum of one year of experience in the field of Quality Inspection / Fabrication in the level of work execution or supervision. A letter from the organization as a proof of experience has to be attached.

- 3.3 All Contract QC supervisors must have knowledge in handling different measuring instruments and gauges.
- 3.4 All Contract QC supervisors must have knowledge in reading Engineering drawings (1st angle projection in BHEL drawings).
- 3.5 All Contract QC supervisors must be capable enough to read instructions in OPS (Operation process sheets), Work instructions and test procedures (in English), and shall be able to communicate to other task performers.
- 3.6 All Contract QC supervisors shall have computer literacy to prepare reports in MS office, Excel, etc.
- 3.7 All Contract QC supervisors must have Normal Aided/ Unaided eyesight. Candidates should not be color blind. Eye check-up certificates to be submitted for all contract QC supervisors. Eye test certificates can be obtained from NDE level-III or an Ophthalmologist.
- 3.8 The Inspection Agency / the inspector shall not off-load any part of the work, assigned by BHEL. If found contract shall be immediately terminated.
- 3.9 No consultant or Freelancer is allowed for inspections works.
- 3.10 All Contract QC supervisors shall submit their educational qualification certificates and relevant experience certificates for verification by the contractor. The contractor shall provide a declaration for the same to BHEL. BHEL may verify the Educational and Experience documents if required.
- 3.11 All Contract QC supervisors before deployment shall be approved by BHEL contract execution agency based on qualification, experience, written test and/or interview as deemed fit.
- 3.12 Overall supervision of the contract QC supervisors is the responsibility of contractor.

4. TECHNICAL TERMS AND CONDITIONS

- 4.1 The contract period is 24 months from the date of commencement of work. The billing cycles for 2 years is tentatively 24 Nos (i.e. Monthly 1 No).
- 4.2 Prior to start of month, a tentative plan of the quantum of the work in the immediate upcoming month will be provided to the contract agency, to plan for appropriate deployment of manpower to meet the work load.
- 4.3 It is tentatively estimated that, the contractor is expected to engage **30 Nos. of qualified contract QC supervisors initially**, which is indicative in nature, to carry out the list of QC activities mentioned **in the NIT**.
- 4.4 Based on load variations, Increase or decrease in manpower shall be operated, at any given point of time during the contract period as demanded by BHEL. The increase or decrease in number of contract QC supervisors will be operated within **- 10% to +30% of initial deployment**, subject to a **maximum of 43 qualified contract QC supervisors (indicative)**. The requirement for increase or decrease in manpower will be informed to the contractor before 45 days.

5. GENERAL TERMS AND CONDITIONS

- 5.1 Contractor shall supervise/monitor the QC Contract supervisors on a daily basis.
- 5.2 BHEL shifts timings are (1) 6.00 AM - 2.00 PM, (2) 8.00 AM - 4.30 PM, (3) 2.00 PM - 10.00 PM, (4) 4.30 PM – 01.00 AM and (5) 10.00 PM - 6.00 AM and any other shift timings of 8.5 hrs. duration will be communicated to the contractor and the contractor is required to fulfil such requirements.

- 5.3 Working Time: Contract QC supervisors posted in BHEL by the Contractor are expected to work in shifts of 8.5 Hours including lunch break of 30 minutes and two tea breaks of 10 minutes (pre-lunch and post-lunch). The Contractor is expected to deliver support services in all three shifts (as mentioned above) as per the instruction of BHEL QC Executive in charge.
- 5.4 Contract QC supervisors shall have to work in extended hours including Sundays and holidays on need basis as communicated by the BHEL executive in charge.
- 5.5 The contract QC supervisors shall maintain a daily record for inspection activity completed in respective work centers. To be certified by respective work center BHEL QC supervisor and Executive.
- 5.6 Contractor shall not change the already engaged contract QC supervisors without taking permission from BHEL. The feedback on performance of contract QC supervisors will be intimated to the contractor as and when necessary. If the performance/behavior of the contract QC supervisor is not satisfactory, then based on the BHEL QC Executive's advice the respective contract QC supervisor shall be replaced with a qualified contract QC supervisor.
- 5.7 Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
- 5.8 The activity-wise quantities mentioned in the Tender are tentative only. BHEL does not guarantee for any minimum quantity. Service requirement shall be made by BHEL from time to time during the contract period and the contractor shall comply with the same. The quantity of services mentioned in the scope of work is only indicative and the actuals may differ and the payment shall be effected subject to the extent of services delivered on actual basis. Contractor has no right to demand quantity of service.
- 5.9 Contractor shall provide the required personal protective equipment (safety shoes, helmet, etc.) to their Contract QC supervisor and follow the safety rules and regulations as specified by BHEL.
- 5.10 The Contract QC supervisors should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices such as Safety Shoes, Hand Glove, Helmet, safety goggles etc. (whatever required) and shall comply and follow the safety rules and regulations as specified by BHEL based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety department, Welfare section and Line Executive in-charge. Contractor shall provide uniforms, Identity card approved by BHEL security department to the contract QC supervisors. Contractor has to ensure proper use of the safety equipment.
- 5.11 Contractor shall ensure that services delivered by engaging its employees who are aged between 18 years to 45 years.
- 5.12 The contractor shall submit invoice every month for the activities completed in a month with evidence for the completion as per NIT. Payment shall be on BHEL Terms.
- 5.13 Any deficiency in delivery of required quantity of services shall be considered as breach of contract and the contractor shall be liable for liquidated damages apart from deductions from bills. Similarly, Contractor shall ensure that contract QC supervisors engaged by him/her are meeting the qualification requirements stipulated in the tender.
- 5.14 The performance of Contract QC supervisors will be observed continuously by user department. In case of unsatisfactory performance. The contractor is expected to take appropriate time bound corrective actions (Including termination of personnel when deemed appropriate) to improve the quality of service and feed- back on action taken shall be conveyed to BHEL.
- 5.15 Change in engaged Contract QC supervisor during contract period shall be intimated sufficiently in advance by contractor to concerned BHEL executive(s) and also the Contractor shall ensure the replacement supervisor to enable smooth transition at work spot.

ANNEXURE-T2

PRE-QUALIFICATION REQUIREMENT (PQR)

IMPORTANT CONDITIONS

The Bidders must comply with all the PQR mentioned below. Noncompliance of any one of the PQR will lead to total rejection of the offer submitted by the bidders, who are not complying with the PQR, in full.

All the information furnished / supporting documents enclosed by the bidders will be considered as authentic for evaluation of Bid. If any information furnished / supporting documents attached are subsequently found to be incorrect / fraudulent / forged, at any later date or during the tenure of the Contract, it will be viewed seriously and suitable penal action (viz., delisting, termination of the bidder from Contract, legal action etc.,) will be initiated against such bidders as per the Rules and Guidelines prevailing in BHEL.

1. EARNEST MONEY DEPOSIT (EMD)

1.1 Earnest Money Deposit (EMD) of the following values shall be paid by the bidders.

SL No	Schedule	EMD Value
1	For Quoting only Schedule-A	₹2,00,000/-
2	For Quoting only Schedule-B	₹2,00,000/-
3	For Quoting both Schedules-A & Schedule-B	₹4,00,000/-

1.2 The EMD will be accepted only in the following forms.

- 1.2.1 Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- 1.2.2 Electronic Fund Transfer credited in BHEL account (before tender opening) - **The details are at Annexure-1**
- 1.2.3 Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- 1.2.4 Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- 1.2.5 Insurance Surety Bonds
- 1.3 Bids submitted without EMD will be rejected outrightly and their offers will not be considered for further evaluation.
- 1.4 MSE benefits (exemption from EMD only for Micro & Small) will be provided in case of submission of Valid UDYAM Registration Certificate.
- 1.5 EMD given by all unsuccessful tenderers will be refunded after award of contract.
- 1.6 EMD shall not carry any interest.
- 1.7 EMD of successful tenderer will be retained as part of Security Deposit.
- 1.8 **FORFEITURE OF EMD:**
 - 1.8.1 EMD by the tenderer will be forfeited along with applicable GST as per tender documents if:
 - 1.8.2 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - 1.8.3 The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.
 - 1.8.4 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines. Abridged version of the guideline is available in www.bhel.com.

2. ORGANIZATION/FIRM REGISTRATION

2.1 Only registered / licensed companies / firms / proprietors / partnerships, will be eligible for participating in this Tendering Process. Wherever “Companies Act 1956” is applicable the Company shall be registered in line with “Companies Act 1956”.

2.2 Documents to be submitted: The details of the registration Documents to be submitted are below:

SL	Type of Organisation	Documents to be submitted (Self-Attested)
1	Sole Proprietorship	Trade License / GST registration / Auditor’s letter
2	Partnership	Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN
3	Unregistered Partnership	Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN
4	Private Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
5	Public Limited Company	Certificate of Registration/Memorandum of Association & Articles of Association
6	Public Sector / Govt. org.	Certificate of Registration/Memorandum of Association & Articles of Association

2.3 **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN) and a copy of PAN Card shall be enclosed.

2.4 **GST Registration Number:** The bidder shall be registered with GST. The copy of GST certificate shall be enclosed.

2.5 **UDYAM Registration Number:** If the bidder is MSE Bidder, then the copy of UDYAM Registration Certificate shall be enclosed.

3. POWER OF ATTORNEY:

3.1 The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

3.2 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned

3.3 Documents to be submitted: A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

4. FINANCIAL SOUNDNESS

4.1 Average Annual financial turnover for any of the three consecutive years during the last five financial years, should be at least as per the below table. Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for any three consecutive Financial years out of five years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 (Assessment Years: 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).

SL	Schedule	Average Turnover Value
1	For Quoting only Schedule-A	₹65 Lakhs
2	For Quoting only Schedule-B	₹39 Lakhs
3	For Quoting both Schedules-A & Schedule-B	₹104 Lakhs

4.2 Documents to be submitted:

4.2.1 Copy of Income Tax Submission Acknowledgment (for Assessment Years) AND

4.2.2 copy of Audited Profit & Loss account and Balance Sheet indicating CA membership number to be submitted along with offer (for Financial Years)

5. PREVIOUS EXPERIENCE

- 5.1 Experience of execution of works as per scope of work or work related to manpower supply / Fabrication / Erection / production supporting works / material handling / loading & unloading / cleaning & painting of material / machines in any production establishment of Central / State Govt. / PSU / Private company executed after 31st March, 2017 in any of the following ways: -

SL	Criteria	For Schedule-A	For Schedule-B	For Quoting both Schedules A & B
1	Three Works/Service contracts each costing not less than	₹86 Lakhs	₹52 Lakhs	₹138 Lakhs
2	Two Works/Service contracts each costing not less than	₹108 Lakhs	₹65 Lakhs	₹173 Lakhs
3	One Works/Service contract costing not less than	₹173 Lakhs	₹104 Lakhs	₹277 Lakhs

- 5.2 Documents to be submitted:

- 5.2.1 **If Experience from BHEL Trichy :** Completed Work order / PO copies shall be enclosed.
- 5.2.2 **If experience from other than BHEL Trichy :** Completed Work order / agreement Copies along Work Completion Certificate and Form 26AS / TDS certificate / bank statement for payment from the organisation for the work executed to be enclosed.

6. TECHNICAL BID FORM

- 6.1 Attached Technical Bid Form **(Format-1)** should be filled and uploaded with seal & sign.

7. INTEGRITY PACT (IP)

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

SL 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

- 7.2 The IP as enclosed with the tender **(Format-2)** is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two / three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- 7.3 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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



Details of contact person(s):

(2)

Name: Mr. Anjana Pachori

Dept: Works Contracts Management

Address: Bldg. 24, HPBP, BHEL Trichy-14

Phone: (Landline/ Mobile) : 0431-2578187

Email: apachori@bhel.in

Fax: NA

Name: Mr. K Karthikeyan

Dept: Works Contracts Management

Address: Bldg. 24, HPBP, BHEL Trichy-14

Phone: (Landline/ Mobile) : 0431-2574638

Email: karthi@bhel.in

Fax: NA

8. NO DEVIATION CERTIFICATE

- 8.1 Attached No deviation & Declaration (**Format-3**) should be fill and uploaded with seal & sign.
Without fail

9. DECLARATION

- 9.1 Attached No deviation & Declaration (**Format-4**) should be fill and uploaded with seal & sign.
Without fail

10. FULL SET OF NIT

- 10.1 Sign and sealed this Tender Document in all pages or digitally sign on First & last Page should be submitted without fail.

E-PAYMENTS

PAYMENT THROUGH SBI COLLECT

- This annexure to the techno-commercial bid explains how to make e-payments to BHEL-Tiruchirappalli through SBI e-collect.
- Vendors (EMD and SD Payments payable by others) can utilise this facility.
- Payments can be made using Internet Banking, Debit Cards/Credit Cards etc.
- SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click “PROCEED”
3. Select State “TAMILNADU “and Institution type “INDUSTRY “.
4. Select “BHEL TRICHY under “INDUSTRY”.
5. In the next page, Select APPROPRIATE category, fill details correctly & click “SUBMIT”.
6. If all details entered are correctly populated, click “CONFIRM “to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE: (PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click “PROCEED”
4. Select “PAYMENT HISTORY “option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

PAYMENT THROUGH ELECTRONIC FUND TRANSFER CREDITED IN BHEL ACCOUNT

NAME OF ACCOUNT HOLDER	:	BHEL, TRICHY
NAME OF BANK	:	STATE BANK OF INDIA
NAME OF BRANCH	:	HEAVY ELECTRICALS, KAILASAPU RAM,
ACCOUNT NUMBER	:	10891588977
TYPE OF ACCOUNT	:	CC
MICR CODE	:	620002004
IFSC CODE	:	SBIN0001363
BRANCH CODE	:	01363

TECHNICAL BID FORM

SL	Description	Details (Write / Tick as applicable)
I	Quoted for	<input type="checkbox"/> Schedule-A <input type="checkbox"/> Schedule-B
1	EMD	<input type="checkbox"/> Remitted <input type="checkbox"/> Exemption sought
2	Contact Details	Registered Name of the Bidder Address: Contract Person Name: Designation: Mobile No: Land Line Number: Email ID-1: Email ID-2:
2.1	MSE Details	UDYAM Registration Certificate Number : Date : MSE Status
2.1	Type of Company	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Unregistered Partnership <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Public Sector / Govt. org.
2.3	Company Registration Number & Date	Reg. No..... Date.
2.4	Type of Proof Enclosed	
2.5	Income Tax Permanent Account Number (PAN)	PAN No.....
2.6	GST Registration	GST Registration No.
2.7	GST % quoted %
2.8	SAC Code
3	Power of Attorney	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
4	Financial Soundness	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
5	Previous Experience	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
6	Technical Bid Form	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
7	No Deviation Certificate	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
8	Declaration	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
9	Full set of NIT	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed
10	Corrigendum, if any	<input type="checkbox"/> Enclosed, <input type="checkbox"/> Not Enclosed, <input type="checkbox"/> Not Applicable



BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **Quality Control Inspection and Documentation Support Services in Various Production Shops / Areas of BHEL Trichy Complex for a period of Two Years.** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

BHEL-IP

AA: SSP: IP: R03 dtd 01-04-2022

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings

BHEL-IP

AA:SSP:IP:R03 dtd 01-04-2022

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.

8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

BHEL-IP

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Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.



ANJANA PACHORI
Dy. Manager
Works Contracts Management
BHEL, TRICHY - 620 014.

For & On behalf of the Principal
Contractor (Office Seal)

Place: Trichy
Date :



M. UMASHANKAR
Engineer
Works Contracts Management
BHEL, TRICHY-620 014.

Witness:
Date :

Sign of the bidder _____
For & On behalf of the Bidder/
(Office Seal)

Witness Sign: _____

(Witness Name & Address) _____

NO DEVIATION CERTIFICATE

<To be printed in Bidder's letter head>

Tender No. WCM / 24-25 / QCINSP, dt.26.09.2024

This is to declare that we do not have any deviations to the tender terms and conditions as per the following:

-

(I) Part-1 – Techno Commercial Bid

- Annexure-T1A : Detailed Scope of Work & Technical Specifications for Boiler Shops (Schedule-A)
- Annexure-T1B : Detailed Scope of Work & Technical Specifications for OLI, Procurement, Valves, CC & SSTP (Schedule-B)
- Annexure-T2 : Pre-Qualification Requirements (PQRs)
- Annexure-T3 : Special Terms & conditions of the Contract
- Annexure-T4 : Terms & Conditions for finalizing the contract
- Annexure-T5 : Terms & conditions for submitting the offers
- Annexure-T6 : General Terms & Conditions of the Contract

(II) Part-2 – Price Bid

- Annexure-P1 : Price bid - Work / Rate Schedules

And accordingly we accept all the Terms and conditions of **Tender No. WCM / 24-25 / QCINSP, dt.26.09.2024** without any reservations whatsoever.

We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. We understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.

Yours faithfully,

DECLARATION

<To be printed in Bidder's letter head>

Tender No. WCM / 24-25 / QCINSP, dt.26.09.2024

With reference to the above Tender Enquiry, this is to declare that we will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, we are found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. NIC Portal.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

I / We confirm that none of its group concern or affiliates etc., appears on the list of debarred firms/ companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.

I/We hereby declare that I/We have downloaded the Tender Document from the website <https://eprocurebhel.co.in>. and I/We have not tampered the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation.

We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

Yours faithfully,

ANNEXURE-T3

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. DURATION OF CONTRACT:

- 1.1 The period of contract will be **2 Years** from the date of award of contract.
- 1.2 One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

2. PRICE VARIATION CLAUSE

- 2.1 Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected.

3. LIQUIDATED DAMAGES (LD)/PENALTY:

- 3.1 Contractor shall depute adequate number of Contract QC supervisors to carry out the work as per scope of Contract. In case if the assigned activity is not completed within the stipulated time, as indicated by the respective BHEL/QC official, delay in completion of listed activities due to non-availability of sufficient numbers of Contract QC supervisors or Non-Performing Contract QC supervisor or Poor performance of Contract QC supervisor, LD will be levied on the Contractor in the immediate billing cycle of the affected month. LD will be calculated @0.5 % of the value of activities which were delayed in the subject month, not exceeding 10% of the contract value.
- 3.2 In case of any amendment / revision, LD shall be linked to amended / revised PO value.

4. PAYMENT TERMS:

- 4.1 Each billing cycle shall have the completed number of inspection activities listed in the NIT, performed by the contract QC supervisor. The completed activities shall be duly certified by respective BHEL QC supervisor and Executives in charge for execution of work.
- 4.2 Payment will be made as per BHEL Norms (as given below) after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Executive in charge.

SL	Type of Firm	Payment Terms
1	Micro & Small Enterprises (MSEs)	100% payment - 45 Days from GR/S.Entry date
2	Medium Enterprises	100% payment - 60 Days from GR/S.Entry date
3	Non MSME	100% payment - 90 Days from GR/S.Entry date

- 4.3 Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws for processing the bills on monthly basis.
- 4.4 Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

5. SUBMISSION OF BILLS BY CONTRACTOR:

- 5.1 The Contractor at the end of each month shall submit a bill in quadruplicate detailing the various items of work done during the month supported by the Area Executive in charge's certification issued from time to time. The Contractor shall, once in every month, submit to the respective area in charge separately, details of their claims for the work done by them up to and including the last day of previous month. He should in addition furnish a clearance certificate (separately or as part of invoice) to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

- 5.2 Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
- 5.2.1 Copy of PAN card.
- 5.2.2 Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- 5.2.3 Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- 5.2.4 If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.
- 5.2.5 Any other relevant document which is required from time to time as per BHEL requirement.

6. TAXES AND DUTIES

- 6.1 The rates shall be quoted inclusive of all applicable Taxes & Duties. No extra claim whatsoever shall arise on any account over and above the accepted rates during the currency of Contract will be entertained.
- 6.2 Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected
- 6.3 After award of contract, if any statutory changes in the Act / Rules / Regulations / Guidelines etc., which will have major impact on the prices, the same will be dealt separately based on the approval of competent authority of BHEL.

7. INCOME TAX:

- 7.1 Income Shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows:
- 7.2 A copy of PAN card shall be submitted to Account Dept. along with original for verification.
- 7.3 TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

8. GST:

- 8.1 Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a copy of Certificate of Registration shall be furnished to Account Dept.
- 8.2 After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
- 8.3 The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
- 8.3.1 Continuous Serial no. & date of the bill
- 8.3.2 Cost of the service
- 8.3.3 Separately showing the GST amount calculated at the applicable rate
- 8.3.4 PAN based GST Registration No.
- 8.4 The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.

- 8.5 GST shall be shown extra in the bid. Bharat Heavy Electricals Limited, Trichy will not entertain any claim what so ever in this respect after opening the tenders. Also GST Registration number has to be provided as applicable.
- 8.6 All payments from BHEL in view of the execution of the contract are liable for Works Contract Tax, Income Tax (TDS), GST, PF & Group Insurance and all other statutory provisions as applicable. Hence, bidder shall confirm that they have suitable mechanism for effective compliance to the same.

9. AVAILING INPUT TAX CREDIT (ITC):

- 9.1 As per GST in line with new GST Return System from 1st Oct 2019.

10. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

- 10.1 Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal.
- 10.2 The dealer has to submit necessary documents if there is any change in status under GST.
- 10.3 Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
- 10.4 All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
- 10.5 Invoices will be processed only upon completion of statutory requirement and further subject to following:
- 10.5.1 Vendor declaring such invoice in their GSTR-1 Return/ IFF
- 10.5.2 Receipt of Goods or Services and Tax invoice by BHEL
- 10.6 As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- 10.7 In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- 10.8 In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

- 10.9 In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- 10.10 Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- 10.11 GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

11. SECURITY DEPOSIT

- 11.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 11.2 The total amount of Security Deposit will be 5% of the contract value.
- 11.3 EMD of the successful tenderer will be converted and adjusted towards the required amount of Security Deposit.
- 11.4 Modes of deposit: The balance amount to make up the required Security Deposit of the contract value may be accepted in the following forms:
- 11.4.1 Cash (as permissible under the extant Income Tax Act)
- 11.4.2 Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 11.4.3 Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- 11.4.4 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)
- 11.4.5 Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- 11.4.6 Insurance Surety Bonds
- 11.4.7 (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- 11.5 Collection of Security
- 11.5.1 At least 50% of the required Security Deposit, including the EMD, will be collected before start of the work. Balance of the Security Deposit will be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 11.5.2 In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.
- 11.5.3 If the value of work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

- 11.5.4 The recoveries made from running bills (cash deduction towards balance SD amount) will be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- 11.5.5 (Note: In case of small value contracts not exceeding Rs. 20 lakhs, 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).
- 11.6 Security Deposit shall be released only after six months from end of the contract or extended contract period if any by BHEL to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 11.7 The Security Deposit shall not carry any interest.

12. REGISTRATION WITH STATUTORY BODIES

- 12.1 If Company/ Firm/ Agency/ Vendor is not registered with PF, ESI and Labour License (as applicable), they will have to comply with the statutory requirements within 30 days from award of contract, otherwise their bills will not be processed.
- 12.2 If Company / Firm is not having valid labour License, they have to get registered immediately after award of contract, in case they are engaging more than 20 workers, and submit the same within 30 days from award of work failing to do so contract will be cancelled and BHEL will entrust the work to any other contractor at the risk and cost of the contract, and the contractor shall be liable to pay the extra expenditure.
- 12.3 The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others.
- 12.4 Apart from furnishing the above details, self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
- 12.5 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent (or) Any document submitted by the bidder was fake and forged (or) If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

13. COVERAGE UNDER THE ESI / PF ACT MISCELLANEOUS PROVISIONS ACT:

- 13.1 The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration number/ Enrolment Number before executing the contract work.
- 13.2 The contractor shall regularly pay the amount by contribution i.e., employers contribution as well as employee's contribution in pursuance of the above scheme as fixed from time to time.
- 13.3 The contractor shall ensure that his workmen are covered the PF & miscellaneous provisions Act 1952 and accordingly produce to the BHEL Management the Registration / Enrolment number before awarding of contract work.
- 13.4 The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information, as Principal Employer is required to furnish under the provisions of the ESI Act PF as well as the schemes made there under to the authorities concerned.

- 13.5 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit, the contractor shall immediately thereafter pay such further sum as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 13.6 In case of non-compliance of the provisions of the Acts and in case BHEL having complied with the same BHEL will be entitled to recover the same from the contractor / sub-contractor.
- 13.7 The contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all-time keep BHEL Indemnified against all losses, claims, prosecutions under any law.
- 13.8 Non exercise of any of the powers or rights available under any law, shall not in any way operate as waiver thereof.

14. COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTS:

- 14.1 The contractor shall not engage in connection with the work any person who has not completed 18 years of age.
- 14.2 The contractor shall in respect of labour employed by him, comply with following statutory provisions and rules and in regard to all matters provided therein.
- 14.2.1 The contract Labour (Regulation & Abolition) Act 1970 and the related Rules.
- 14.2.2 The minimum wages Act 1948 and the related rules
- 14.2.3 The payment of wages Act 1936 and the related rules.
- 14.2.4 The Factories Act 1948 and related Tamil Nadu Rules.
- 14.2.5 The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- 14.2.6 The Employees State Insurance Act 1948.
- 14.2.7 Workmen Compensation Act 1923
- 14.2.8 Payment of Bonus Act 1965
- 14.2.9 Maternity Benefit Act, 1961
- 14.2.10 Payment of Gratuity Act, 1972
- 14.2.11 Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- 14.2.12 Equal Remuneration Act, 1976
- 14.2.13 Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more workmen)
- 14.2.14 The Industrial Disputes Act 1947
- 14.2.15 Information technology act 2000
- 14.2.16 and any other law, or modifications to the above or to the rules made there under from time to time.

15. REGISTRATIONS AND LICENCING:

- 15.1 Every contractor shall register his name with the Personnel & Administration Department of BHEL Trichy-14 before taking up the work awarded to him by giving the following information and getting a code Number.
- 15.1.1 Name of the Contractor
- 15.1.2 Nature of Work
- 15.1.3 Period of Work
- 15.1.4 Number of maximum labour employed by him on anyone day.
- 15.1.5 License No. & Date (Applicable in case of contractors employing 20 or more workers)
- 15.1.6 The labourer should be enrolled with PF, ESI and enrolment No. should be furnished on finalization of contract.
- 15.2 The contractor employing 20 or more workmen shall obtain a license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). This license shall be amended and / or renewed wherever there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL Management before taking up the work.

- 15.3 The contractor (licensed or unlicensed) shall promptly furnish every information and document required by BHEL Authorities.
- 15.4 WAGES:
- 15.5 The contractor has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others. The contractor shall pay wages to the workmen employed by him at the rate, which shall not be less than the minimum wages declared by Tamil Nadu Government from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In-charge for each month. The contractor shall inform the BHEL Management every month the details of contract labour engaged for each contract in the following forms:
- 15.5.1 Serial Number
- 15.5.2 Location
- 15.5.3 Period of Work
- 15.5.4 No. of Contract labour engaged during the month
- 15.5.5 No. of days worked
- 15.5.6 No. of Man – days worked
- 15.5.7 Wages paid to his workers.
- 15.6 The above statement shall be furnished to BHEL Management at the end of every month.

16. PAYMENT TO EMPLOYEES ENGAGED BY THE CONTRACTOR:

- 16.1 The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
- 16.2 The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
- 16.3 Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day
- 16.4 Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register.
- 16.5 Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
- 16.6 Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
- 16.7 Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.
- 16.8 While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise, payment to the bills will not be processed.

- 16.9 In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL.
- 16.10 The contractor shall remit the salary/wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted. The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.
- 16.11 If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
- 16.12 The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
- 16.13 Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
- 16.14 The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.

Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:

Form XIII	-	Register of Workmen employed by contractor (Rule 75)
Form XIV	-	Employment card issued by contractor (rule 76)
Form XVI	-	Muster Roll (Rule 78(1) (a) (i)
Form XVII	-	Register of Wages (Rule 78(1) (a) (i)
Form XVIII	-	Register of wages-cum Muster Roll (in case of weekly Payment)
Form XIX	-	Wage Slip (Rule 78) (b)
Form XX	-	Register of deduction for damages of loss (Rule (78) (1) (a) (ii)
Form XXI	-	Register of files (Rule 78) (1) (a) (ii)
Form XXII	-	Register of advance (Rule 78) (1) (a) (ii)
Form XXIII	-	Register of overtime (Rule 78) (1) (a) (iii)
Form XXIV	-	Return to be sent by the contractor to licensing officer (Rule 82)
any other records/registers required to be maintained by the contractors under statutory provisions applicable to him.		

17. COMPENSATION TO WORKMEN:

- 17.1 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.
- 17.1.1 Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- 17.1.2 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, sewing, 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.
- 17.1.3 Compensation in respect of each of the victims:

- (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)
- (ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)

17.1.4 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

18. WORKING CONDITIONS:

- 18.1 The contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such device or equipment provided to them while doing the work and there should not be any relaxation on this.
- 18.2 The contractor shall ensure that his workmen vacate the premises after shift is over.
- 18.3 The Contractor should bring contract labour to BHEL premises at his/her own cost, risk and execute the work allotted to him in BHEL premises. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules & Regulations.
- 18.4 BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

19. NOTICES OF ACCIDENTS:

- 19.1 In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act. The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from General Insurance Corporation of India before actually starting the work of contract. The Insurance Coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

20. BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN:

- 20.1 The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
- 20.2 The Contractor initially will be issued with a temporary gate pass for his/her contract workmen for period of ten days.
- 20.3 The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
- 20.4 The Contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.
- 20.5 The contractor should educate the contract workmen in registering the attendance through the system.
- 20.6 Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
- 20.7 If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
- 20.8 On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
- 20.9 If any contract workmen lose his/her card, the contractor shall arrange a duplicate for the workmen by paying an amount of Rs.100/-.

20.10 The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.

20.11 The Contractor has to indemnify BHEL for all the damages and losses caused by his/her workmen.

21. SAFETY CONDITIONS & GUIDELINES

21.1 The Factories' Act, 1948:

21.1.1 Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

21.2 Tamil Nadu Factories' Rules, 1950

21.2.1 Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

21.2.2 Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

21.2.3 Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

21.2.4 Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

21.2.5 Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

21.2.6 Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

21.2.7 Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

21.2.8 Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

21.2.9 Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

22. COMMON TERMS AND CONDITIONS FOR WORKS CONTRACT RELEVANT TO SAFETY:

22.1 All the Contract employees should be trained on Safety and certified by Safety/BHEL. New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.

22.2 Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.

22.3 Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.

- 22.4 Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
- 22.5 The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
- 22.6 Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
- 22.7 Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
- 22.8 Smoking is not allowed in work area.
- 22.9 BHEL operate under a comprehensive Emergency Response Plan. Contractor should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
- 22.10 It is recommended that the contractor should know & display the emergency phone number like Fire, Ambulance, Safety, Security etc. at their work area.
- 22.11 It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

23. TERMS & CONDITIONS OF THE CONTRACT SHALL BE APPLICABLE TO THE EXTENT THAT THE CONDITION THEREIN DO NOT SUPERSEDE THESE SPECIAL CONDITION GIVEN BELOW:

- 23.1 The Contractor or his/ her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
- 23.2 Contractor shall supervise the work carried out by his/her employees.
- 23.3 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 23.4 Contractor shall maintain appropriate records of his/her employee's deployed carry out the job(s).
- 23.5 Contractor will be responsible for the good conduct of his/her employees. In case any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 23.6 Contractor will ensure that the job is executed through his/her employees only and under any circumstances; the contractor will neither deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
- 23.7 Contractor shall be solely responsible for non-payment / delayed payment of minimum contribution under EPF & MP Act, ESI Act, Bonus, etc.
- 23.8 In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 23.9 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

- 23.10 Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without proper permission.
- 23.11 The Contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/ Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
- 23.12 The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- 23.13 Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor. In order to ensure compliance to Minimum Wage payment to all workmen entering the factory premises, the entry of manpower shall be regulated based on the quoted/awarded value and the prevailing minimum wages.
- 23.14 In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- 23.15 The Contractor has to equip himself with standard wire ropes, nylon ropes, belt, lifting tackles, tools etc. In addition, BHEL will supply special type of wire ropes, lifting tackles, tools etc., to the Contractor free of cost as and when required if necessary.
- 23.16 The contractor is directly responsible for injuries / death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
- 23.17 Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment's/installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
- 23.18 The workmen engaged under this contract should not be permitted to stay inside BHEL complex after completing their day's work. It will be the responsibility of the contractor to take the labourers out of BHEL Complex as soon as their day's work is over.
- 23.19 WCM will be arranging the contract. User Department is to be approached by the contractor regarding execution of work, Bill Certification, Bill processing / passing, Payment, Penalty, Contract closing etc.

ANNEXURE-T4

TERMS & CONDITIONS FOR FINALIZING THE CONTRACT

1. FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":

- 1.1 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.
- 1.2 RA shall be conducted among the techno- commercially qualified bidders. Price bids of all techno commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 1.3 BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.4 In the event of the final L1 prices are not reasonable / acceptable to BHEL; BHEL also may resort to short closure of this Tender.

2. CRITERIA FOR AWARD OF WORK

- 2.1 The evaluation of offer for award of work shall be on the basis of “Schedule-wise Total Cost to BHEL” on basis of “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.
- 2.2 The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

3. SPLITTING OF WORK

- 3.1 Schedule wise i.e. Schedule-A separately & Schedule-B separately, splitting of contract in the ratio of 60:40 after Reverse Auction (RA) will be done.
- 3.2 Bidder with the lowest price (L1) shall be awarded the highest percentage of the load. The business is intended to be shared as given below.
- 3.3 Contract will be awarded to maximum of two contractors (including L1) for each rate schedule as per below cases: -

Sl No:	No. of vendors accepting L1 price	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to other than L1
Case-1	1	60%	40%
Case-2	0	100%	NA

- 3.4 Higher share of load will be given to the bidder with lowest price (L1) and in the order of next subsequent bidders (L2, L3 ...) provided they match the rate of L1. However, if the next bidder (L2, L3, .) bidder, to whom share of business is offered, fail to accept the offer, the same will be offered to next subsequent bidder(s) in sequential order.
- 3.5 In case, none of the other bidders i.e. L2, L3, L4 ..., who are offered Business share fail to accept the offer, BHEL reserves the right to give entire business volume to L1 bidder OR retender.
- 3.6 In case Non MSE bidder is L1 and MSE vendor / vendors offer price is / are within L1 price + 15 %, preference will to given to MSE vendor (As per merit amongst MSE vendors) to enable them to get minimum 25 % of awarded value subject to acceptance of L1 rate.

- 3.7 The splitting ratio can vary anytime during the operation or validity of contract based on delays/ non- attending inspection calls (refusals)/ other performance parameters/ feedback / requirement from BHEL/BHEL Customer
- 3.8 Number of manpower to be deployed is in line with the splitting ratio mentioned above (rounding-up to next number).

4. MICRO & SMALL ENTERPRISES (MSE)

- 4.1 MSE suppliers can avail the intended benefits only if they submit copy of UDYAM Registration Certificate along with the offer.
- 4.2 Non submission of above document will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required document is to be uploaded on the portal.
- 4.3 However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 4.4 In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. If the work cannot be split amongst two or more vendors, 100% work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor. If the work can be split, then MSE may be awarded at least 25% of the total work. Out of the 25% tendered quantity reserved for MSE vendors, 6.25% shall be earmarked to MSE owned by SC / ST and 3% shall be earmarked to MSE owned by women.
- 4.5 Definitions of MSEs owned by SC/ST is under:
- 4.5.1 In case of proprietorship firm, proprietor must be SC/ST.
- 4.5.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit. In case of private limited companies, at least 51% share must be held by SC/ST promoters.
- 4.6 Definitions of MSEs owned by Women is under:
- 4.6.1 In case of proprietorship firm, proprietor must be woman.
- 4.6.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
- 4.6.3 In case of private limited companies, at least 51% share must be held by women promoters.
- 4.7 Authorized Offices to Issue SC/ST certificate.
- 4.7.1 The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
- 4.7.2 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector / 1st class stipendary magistrate / Sub divisional Magistrate / Taulka Magistrate / Executive magistrate / Extra Assistant commissioner.
- 4.7.3 Chief Presidency magistrate / Additional chief presidency magistrate / Presidency magistrate.
- 4.7.4 Revenue Officer not below the rank of thasildar.
- 4.7.5 Sub-Divisional officer of the area where the individual and / or his family normally resides.
- 4.7.6 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.

ANNEXURE-T5

TERMS & CONDITIONS FOR SUBMITTING THE OFFERS

1. SIGNING THE TENDER DOCUMENTS

- 1.1 The tender & all other connected documents shall be digitally / physically signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'Power of Attorney' on behalf of the firm/company/Bidder-concerned authorized/empowered, by MD or Board of Directors or authorized person, to act on behalf for the specific purpose of quoting tender and all procedures connected with, till finalization and execution of the Contract.

2. ELIGIBILITY FOR PARTICIPATING IN THIS TENDER

- 2.1 If the bidder has taken any deviation to this tender terms & conditions, and schedules of this tender it lead to total rejection of the offer submitted.
- 2.2 The offers of the Tenderer / bidders who are on the debarment / Under Interim Suspension list and also the offer of the bidders, who engage the services of the debarment / Under Interim Suspension firms, shall be rejected. The list of debarment / Under Interim Suspension firms is available on BHEL web site (<https://www.bhel.com/list-debarred-firms>).
- 2.3 Even during the course of evaluation/ finalization of tender if it is found that some of the parties are debarred from business transaction/ under Interim Suspension, BHEL will not consider them for further participation in the tender.
- 2.4 If a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners is employed in BHEL, the authority inviting tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
- 2.5 No BHEL employee and their dependents are eligible to submit their offer against this tender.

3. QUOTING OPTIONS

- 3.1 **This tender covers two Schedules i.e. Schedule-A & Schedule-B. The Bidder may choose to quote any one or both the Schedules.**
- 3.2 Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- 3.3 **Quoting best lowest rate and the sanctity of the L1 status:** Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honored throughout the tenure of the Contract. During the tenure of the Contract, if any such bidder who have quoted/accepted the lowest rate, do not execute contract as per BHEL's requirements or shun away from doing business with BHEL on some pretext or other, and on whatsoever may be the reason, will be considered as a defaulter and that will purport to sabotaging the total Tendering process of BHEL. Hence BHEL will exercise their right in taking severe action under Contractual obligations including legal action against those bidders.

4. VALIDITY OF OFFERS

- 4.1 The rates quoted shall be valid for acceptance for a **minimum period of 120 days** from the date of Tender opening. If bidders indulge in withdrawal of Tender or increasing the rates, within this validity period, BHEL will tale suitable auction as per BHEL's the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

- 4.2 After price bid opening but before placement of LOI / Order, if any bidder withdraws his offer / varies it any manner within the validity period, BHEL will initiate suitable penal action against the bidder as per the guidelines of Suspension of Business Dealings with Suppliers / Contractors.

5. SUBMISSION OF OFFERS

- 5.1 Tender to be submitted electronically by logging to NIC portal i.e. <https://eprocurebhel.co.in>. Physical submission of Tender shall not be accepted.
- 5.2 Totally there will be two part bid viz., (i) Techno-Commercial Bid & (ii) Price Bid.

Part – (1)

- 5.3 Techno Commercial Bid consists of the documents Annexure T1 to T6 & Annexure-P1 shall be duly digitally / physically signed & stamped by the bidder in all the pages and uploaded in NIC portal while submitting offer.
- 5.4 The copies of all the supporting documents shall be uploaded in NIC portal.

Part – (2)

- 5.5 The price shall be filled (Excluding GST) in the Price Bid BOQ given NIC portal.

General

- 5.6 Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 5.7 Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- 5.8 Bidders are advised take due care while quoting the technical and price bids forms in the NIC portal. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- 5.9 It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 5.10 The bidder has to upload the scanned copy of all the mentioned original documents during online bid-submission.

6. OTHER CONDITIONS

- 6.1 All entries in tender documents shall be clearly written in one ink or typed. All the corrections/cancellations/ insertions, if any, shall be duly attested by the Bidders concerned.
- 6.2 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
- 6.3 The tender shall fill in all the required particulars of the tender documents and also sign on each and every page of the tender documents before submitting their offer.
- 6.4 Should a Bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the tender on any account)

- 6.5 Conditional offers, offers which are incomplete or otherwise considered defective with respect to tender Terms & conditions and tenders not in accordance with the Terms & Conditions herein contained and the tenders not in original shall be rejected, out rightly, at any point of time during the evaluation process.
- 6.6 If a bidder deliberately gives wrong information in his offer or creates conditions favourable for the acceptance of his offer, the BHEL WILL REJECT SUCH OFFER AT ANY STAGE and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.7 Canvassing in any form, in connection with the tender is strictly prohibited and such tender are bound to be rejected. All information furnished is taken to be authentic by the Bidder for evaluation of offers. Should any information found to be incorrect subsequently, at any point of time, the LOI / Contract shall be rejected / terminated and take very severe action as per BHEL procedure/ guidelines/ practices.
- 6.8 Should a Bidder's or a Contractor's or in the case of a firm or company of Bidder/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the offer may be disqualified, or if such fact subsequently comes to light, the LOI / Contract may be cancelled.
- 6.9 The Tender / NIT and the total Tender Terms and Conditions shall be deemed to form an integral part of the Contract to be entered into for this work.
- 6.10 BHEL Trichy may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of BHEL Trichy.
- 6.11 All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on NIC portal and BHEL website only (i.e. <http://www.bhel.com>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 6.12 BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or any document submitted by the bidder was fake and forged or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder
- 6.13 Expenses incurred by bidder towards preparation of bid incidental to Tender irrespective of whether it is accepted or not, shall be borne by bidder only
- 6.14 In order to avoid unforeseen delay, it is advised that, any correspondence by bidder to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Bidder shall furnish valid email id's in the Tender and regularly verify the same.
- 6.15 The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.16 In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.



- 6.17 If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such Tender. If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.

ANNEXURE-T6

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. DEFINITION: -

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- 1.1 The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2 The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- 1.3 The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- 1.4 "The Officer-In charge" means, the Officer deputed by the Head / WCM (CONTRACTS DEPARTMENT) or Head / of Executing Department, to supervise the work or part of the work.
- 1.5 "Approved" and "Directed" means, the approval or direction of Head / WCM (CONTRACTS DEPARTMENT) or Head of Executing Department, or person deputed by him for the particular purposes.
- 1.6 "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Head/WCM (CONTRACTS DEPARTMENT) authorized to invite tenders and enter into contract for works on behalf of the Company.
- 1.7 The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- 1.9 A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.
- 1.10 A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

2. HEADING TO THE CONTRACT CONDITIONS: -

- 2.1 The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT: -

- 3.1 The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS: -

- 4.1 The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of an executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT). No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5. ASSIGNMENT OR TRANSFER OF CONTRACT: -

- 5.1 The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

6. SUB-CONTRACT: -

- 6.1 The Contractor shall not sub-let any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BY-LAWS: -

- 7.1 The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

8. SECURITY DEPOSIT: -

- 8.1 BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- 8.2 All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

9. REFUND OF SECURITY DEPOSIT: -

- 9.1 The Security Deposit mentioned above may be refunded to the Contractor six months after completion of the contract period or extended contract period if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

10. RECOVERY FROM CONTRACTOR: -

- 10.1 Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

11. ORDERS UNDER THE CONTRACT: -

- 11.1 All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

12. CONTRACTOR'S SUPERVISION: -

- 12.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the Executive not below the rank of Head of Executing Department, to act in his stead.
- 12.2 Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 12.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the Head/ Executing Department or the OFFICER-INCHARGE, to receive instructions.
- 12.4 The Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

13. LABOUR: -

- 13.1 The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

14. PRECAUTIONS AGAINST RISK: -

- 14.1 The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -

- 15.1 The Contractor shall at his own expense reinstate and make good to the satisfaction of the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT) and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

16. LAWS GOVERNING THE CONTRACT: -

- 16.1 The contract shall be governed by the Indian Laws for time being in force.

17. CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -

- 17.1 BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall: -

- 17.2 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

- 17.3 enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

- 17.4 obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

18. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

- 18.1 BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- 18.2 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- 18.3 being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

- 18.4 The contractor shall not Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor.

- 18.5 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means as per "Breach of Contract, Remedies and Termination' Clause (as certified by an Executive not below the rank of Head of Executing Department or WCM (CONTRACTS DEPARTMENT) which is final and conclusive)

- 18.6 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Executive not below the rank of Head of Executing Department or WCM (CONTRACTS DEPARTMENT), whose decision shall be final and conclusive.

19. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

- 19.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), or his authorized representative;
- 19.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder;
- 19.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work as per "Breach of Contract, Remedies and Termination' Clause (as certified by the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), which is final and conclusive)

20. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

- 20.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

21. SPECIAL POWER TO TERMINATION: -

- 21.1 If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Executive not below the rank of Head of WCM (CONTRACTS DEPARTMENT), shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

22. POST TECHNICAL AUDIT OF WORK AND BILLS: -

- 22.1 BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

23. FORCE MEJEURE CLAUSE: -

- 23.1 If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Executive not below the rank of Head of Executing Department subject to prompt notification by the contractor.

24. SIGNING OF CONTRACT: -

- 24.1 Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

25. STATUTORY REQUIREMENTS:

- 25.1 All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- 25.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 25.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 25.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 25.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

26. REGISTERS & RECORDS: -

- 26.1 The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

27. REMOTE TRANSACTIONS: -

- 27.1 The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

28. CHANGE IN CONSTITUTION OF FIRM: -

- 28.1 Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

29. EMPLOYER'S INTERESTS

- 29.1 Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

30. INDEMNITY:

- 30.1 The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.
- 30.2 The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.
- 30.3 The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against: -
- 30.3.1 Observance of Labour & Industrial Laws.
- 30.3.2 All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.
- 30.3.3 Documentary compliance relating to billing.

31. INSURANCE POLICIES

- 31.1 The Contractor shall at his own cost take insurance and maintain at all times until the close out of the Contract, insurance policies in respect of equipment and workmen engaged by him for providing services under this Contract.

32. NOTICES OF ACCIDENTS:

- 32.1 In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In-charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

33. PREFERENCE TO MAKE IN INDIA:

- 33.1 For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Non Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

34. BHEL's FRAUD PREVENTION POLICY

- 34.1 The Bidder along with its associate/ collaborators/ sub – vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

35. BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

- 35.1 Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors'. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".
- 35.2 The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

36. INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

- 36.1 Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 36.2 Commitment by Bidder/ Supplier/ Contractor: The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 36.3 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 36.4 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- 36.5 If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.

37. COMPENSATION CLAUSE FOR CONTRACTS VALUING ₹5 LAKHS AND ABOVE.

- 37.1 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.
- 37.1.1 Victim: Any person who suffers permanent disablement or dies in an accident as defined below
- 37.1.2 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, sewing, 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.
- 37.1.3 Compensation in respect of each of the victims:
- (i) In the event of death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/- (Rupees Ten Lakh)
 - (ii) In the event of other permanent disability: ₹ 7,00,000/- (Rupees Seven Lakh)

- 37.1.4 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

38. SECRECY OF CONFIDENTIAL INFORMATION:

- 38.1 The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.
- 38.2 All the input details: transmittals and sample drawings supplied for preparation of drawings are confidential information of BHEL for specific purpose only. The contractor shall never pass on / part with the information to anybody and shall maintain the secrecy of the information. As soon as the bills are certified by BHEL, all the relevant drawing files shall be erased from PCs and shall not be made use under any circumstances.
- 38.3 BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

39. BREACH OF CONTRACT, REMEDIES AND TERMINATION

- 39.1 In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. in case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued.
- 39.2 Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.
- 39.3 Accordingly, recovery of an amount equivalent to 10% of the contract value will be recovered in case of breach of contract

40. CONFLICT OF INTEREST

- 40.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- 40.1.1 they have controlling partner (s) in common; or
- 40.1.2 they receive or have received any direct or indirect subsidy / financial stake from any of them; or
- 40.1.3 they have the same legal representative / agent for purposes of this bid; or
- 40.1.4 they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about; or
- 40.1.5 Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. this does not limit the inclusion of the components / sub-assembly / Assemblies one bidding manufacturer in more than one bid; or

- 40.1.6 In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent / dealer. There can be only one bid from the following:
- (a) The principal manufacturer directly or through one Indian agent on his behalf; and
 - (b) Indian / foreign agent on behalf of only one principal; or
- 40.1.7 A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- 40.1.8 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister / common business / management units in same / similar line of business.

41. RESOLUTION OF DISPUTES

- 41.1 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 contract/tender 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.
- 41.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.
- 41.3 Notes:
- 41.3.1 No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- 41.3.2 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.
- 41.4 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-1 to the Terms and conditions of the tender.
- 41.5 The Annexure-1 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 the terms and conditions of the tender.
- 41.6 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 other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .
- 41.7 The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties.
- 41.8 Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

- 41.9 The seat of arbitration shall be the place from which the Contract is issued.
- 41.10 The cost of arbitration shall be borne as per the award of the Arbitrator.
- 41.11 Subject to arbitration in terms of clause above, the Courts at the place from which the Contract is issued shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- 41.12 Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation 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 this Contract.
- 41.13 In Case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:
- 41.14 In the event of any Disputes or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government departments/ Organizations (excluding disputes relating to railways, Income Tax, Customs and Excise departments). Such disputes, or difference shall be taken up with by either party for its resolution through AMRCD as mentioned in DPE OM No: 05/0003/2019-FTS 10937 Dated 14Th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

ANNEXURE-1

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

SL.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of ₹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 ₹5 Crores. : ₹50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding ₹5 Crores but less than ₹10 Crores : ₹75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than ₹10 Crores. ₹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	₹10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators – ₹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.

SL.	Particulars	Amount
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 ₹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.

Appendix I

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

Appendix II

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

Appendix III

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):

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

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.

ANNEXURE-P1

PART-2

PRICE BID

(Vendor to quote the price as per the BOQ provided in the NIC portal)

WORK / RATE SCHEDULE

SCHEDULE-A – BOILER SHOPS

Item SL No.	Activity	Qty. (Nos.)	Total Value ₹ (Excluding GST)
10	Quality Control Inspection and Documentation Support Services in BOILER SHOPS of BHEL Trichy Complex for a period of Two Years.	As per BOQ	< to be filled in NIC portal only>

SCHEDULE-B – OLI, PROCUREMENT, VALVES, CC & SSTP

Item SL No.	Activity	Qty. (Nos.)	Total Value ₹ (Excluding GST)
10	Quality Control Inspection and Documentation Support Services in OLI, PROCUREMENT, VALVES, CC & SSTP Areas of BHEL Trichy Complex for a period of Two Years.	As per BOQ	< to be filled in NIC portal only>