



**BHARAT HEAVY ELECTRICALS LIMITED
HPEP, RAMACHANDRAPURAM, HYDERABAD-32**

(Township Administration)

TELEGRAM: BHARATELEC TELEPHONE NO. 23182232 & 23183585

Civil – Planning Department

TENDER NOTICE

Name of the department : TOWNSHIP ADMINISTRATION (TA) -CIVIL

Tender Notice No : HY/TA/OT-15/2021-22, Dated: 16.09.2021

Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two-part bid from eligible /Contractors, who fulfil qualification criteria as stipulated in NIT, for the work, “**Miscellaneous repair works at Guest House of CMD Block**”.

1. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Name of work, Part Number and Tender reference will be received at this office Up to 11.00 AM on or before **Date: 18.09.2021** at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will be opened at 13:30 Hrs. on the same date and further information if any, may be obtained from the office.
2. Bidders can submit their bids through online system services also. Bidders shall enclose all the required documents as per the Techno Commercial bid (Part-A) with signature & stamp on each page and send the documents to technicalbid_hyd@bhel.in. Similarly, price bid (Part-B) with stamp & signature on each page shall submit it to pricebid_hyd@bhel.in. In case of any clarifications or information, bidders may contact TA – Planning Department through telephone numbers 040 – 2318 3585, 2232, 5227 or 9948955536 or 8008809584.
3. The tender documents are also available in the Web Site of BHEL www.bhel.com. Those who wish to download the same may do so. While submitting the tender documents, a demand draft paid towards cost of tender document should be enclosed. The cost of Tender documents if downloaded through web is Rs.500/- only. BHEL is not encouraging to purchase the tender documents from TA office or through post due to prevent the spread of CORONA Virus. Bidders shall download all the tender documents from the BHEL website only. The submitted tender documents without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only. Bidders should regularly visit website(s) to keep themselves update. The brief scope of the work and information are provided below:
4. The salient features of the tender documents are as follows :

S.No	Description	Pg.No
1.0	Notice Inviting Tender	3
2.0	Prequalification Requirements	3
2.1	Instruction to Tenderer	5
3.0	General Terms and Conditions	10
4.0	Duties and Responsibilities of contractor	17
5.0	Conciliation & Arbitration	21
6.0	Contract Work Description (Schedule – A)	22
7.0	Special conditions of contract	24
9.0	Declaration by Tenderer & NEFT Form.	27

5. Bidders can pay the tender document fee and EMD amount through Electronic Fund Transfer also. Techno Commercial Bid without the tender cost fee receipt and EMD paid details will be summarily rejected without any intimation to the agency. The Account details for EFT are given below:

Beneficiary name & address	Bharat Heavy Electricals Limited, Ramachandrapuram. Hyderabad – 502032
Bank Name & Address	State Bank of India, BHEL-Township, Hyd – 032
Account Number	62048154115
Account Type	Current A/C.
Bank IFSC Code	SBIN0020075
Bank MICR Code	500002370

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

6. In case, tender documents are submitted by post, BHEL shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.

CONTENTS

SL. No.		Description
1.0		Notice Inviting Tender
2.0	2.0	Prequalification Requirements
	2.1	Instructions to Tenderer
3.0	3.0	General terms and conditions
	3.1	Special Remarks
	3.2	Earnest Money Deposit
	3.3	Security Deposit
	3.4	Statutory Requirements
	3.5	Manpower
	3.6	Period of Contract & Maintenance Period / Defect Liability Period
	3.7	Payment to the Contractor
	3.8	Implementation of Price Variation Clause
	3.9	Failure to Comply with Contractor
	3.10	Sub-Contracting
	3.11	Laws Governing the Contract
	3.12	Legal Jurisdiction
4.0	4.0	Duties & Responsibilities of Contractor
5.0	5.0	Arbitration & Conciliation
6.0	6.0	Contract Work Description – Schedule “A”
7.0	7.0	Special Condition of Contract
	8-A	Techno-Commercial Bid Application
	8-B	Proforma for Price Bid
		Annexures – I, 2

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

1.0 NOTICE INVITING TENDER**TENDER NOTICE NO.HY/TA/OT-15/2021-22, Dated: 16.09.2021**

Name of work : Miscellaneous repair works at Guest House of CMD Block.
 Earnest Money Deposit : **Rs. 10,500.00/-.**
 Approximate Estimated value of work : **Rs. 2,00,626.64/- plus taxes extra**
 Cost of Tender documents : **Rs. 500/- (through Web)**
 Last date for sale of tender documents : **Date: 17.09.2021 at 14:00 hrs.**
 (Mention date and time)
 Last date of receipt of tenders : **Date: 18.09.2021 at 11:00 hrs**
 (Mention date and time)
 Date, time and place of tender opening : **Date: 18.09.2021 at 13:30 hrs**
 (Mention date, place and time) at Vendor Complex near Admn. Building, BHEL, RC Puram,
 HYD
 Period of Completion : **Ten (10) Days**
 (Mention duration of the Contract)
 Maintenance period : **Six (06) Months**
 Any corrigendum : All corrigenda, addenda, amendments, time extensions
 clarifications, etc. to the tender will be hosted on BHEL website.
 Bidders should regularly visit website(s) to keep themselves
 updated.

Name & Address:

Email: _____ Fax no: _____

2.0 PREQUALIFICATION REQUIREMENTS:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical):

- (i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years –certified by Chartered Accountant), should be at least 30% of the estimated cost i.e., Rs.0.60 Lakhs. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. Please refer Special Terms & Conditions.
- (ii) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) ending last day of month previous to the one in which applications are invited should be either of the following: please refer special Terms & Conditions.
 - a. Three similar completed works each costing not less than the amount equal to Rs. 0.80 Lakhs.
OR
 - b. Two similar completed works each costing not less than the amount equal to Rs. 1.00 Lakhs.
OR
 - c. One similar completed work costing not less than the amount equal to Rs. 1.60 Lakhs.

Note: - Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years, and any adverse remarks in the experience certificate will be a disqualification factor.

“All kinds of civil works (or) Civil Maintenance works (or) Electrical works (or) Electrical Maintenance works executed during the last seven years will be considered as similar work for this work”.

Performance Certification: The bidder’s performance for each work completed in the last three years should be certified by the responsible official from the concerned service receiver for whom similar service was provided. Copy of satisfactory completion certificate of contract of similar work shall be attached. If the

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

completion certificates is from private organization the same shall be supported with TDS certificate/payment transaction details along with form 26AS.

- (iii) “The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website www.bhel.com”.
- (iv) Valid ESI Code Number.
- (v) Valid P.F. Code Number.
- (vi) Valid GST registration number.
- (vii) PAN card. (In case not available, proof of having applied with acknowledgement from concerned authority).

GST: All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

- (viii) The agency should possess all valid statutory registration/approvals/license/permit for running the agency i.e., the agency should have registered with the central labour commissioner, Income tax department, Employees Provident Fund organisation, and Employees State Insurance and service tax authorities. Further, the agency shall be registered contractor under Contract Labour (Regulation and Abolition) Act, 1970.
- (ix) The agency should possess licenses in Form VI Contract Labour (Regulation and Abolition) Act issued by Central Government for carrying out services.
- (x) The agency must have license from the Home Department of the respective state government or from Government of India.
- (xi) The agency should have the registration certificate of their registration with the labour department of the Government of India.
- (xii) Ability to pay three months monthly payment and all statutory dues of workers deployed in the Township Area. The agency must have the financial ability to pay the monthly wages of the workers and all other necessary statutory dues to the deployed workers in the Township Campus for a minimum period of three months in the event of delay in the release of payment from the BHEL.
- (xiii) *The agency must be able to pay the payment of consolidated wages /Bonus payable to workers/ BHEL wages (which consists of state Govt. minimum wages and additional payments), allowances, and other statutory dues payable to workers in the first week of consecutive month without waiting for the release of agreed payment from BHEL Ramachandrapuram. BHEL will not pay any additional amount other than the agreed amount.*
- (xiv) Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
- (xv) It is proposed to conduct a pre-bid meeting; the purpose of the meeting is to provide any clarifications raised by the prospective bidders on technical bid and commercial terms and conditions of this tender. In view of this, prospective bidders are advised to submit their clarifications, if any, through email (venkatesham@bhel.in or gcssekhar@bhel.in) before the date of pre-bid meeting. Further, on the date of the meeting, the clarifications should be given in writing. Any modification of the bidding documents, which may become necessary as a result of the pre-bid meeting shall be made known to all the prospective bidders by giving corrigendum in the BHEL website. No clarifications will be entertained after the pre-bid meeting. No extension of time will be given for submission of tender on any account, beyond the last date for submission of tender.
- (xvi) There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope superscribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any tender containing both the Technical bid and Price bid in the same envelope will also be summarily rejected.
- (xvii) In case the service is not found to be satisfactory, the contract shall be terminated by BHEL by giving notice of one month to this effect. However, the contract can be stopped by giving a written advance notice of 6 months by the executing agency.
- (xviii) A record of every lapse small or big to be maintained by the executing agency and weekly meeting with the representative of the company will be held and minutes of the same recorded for compliance.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

- (xix) No employee of the agency shall work for more than 26 days in a month or as specified by the Labour Laws. Without prior approval of the BHEL, no employee of the agency shall be deployed over time. No overtime wages will be paid by the BHEL.
- (xx) Agency should abide by the laws of Republic of India including, Labour Laws (ESI, EPF, Bonus, Income Tax or any other taxes levied by the Government) Companies Act, GST and TAX Deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus should be the exclusive responsibility of the agency, and the agency should not involve the BHEL in any way what-so-ever.
- (xxi) Total amount of security deposit shall be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of security deposit. The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit. If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount. The security deposit shall be paid within 15 days from acceptance of LOI copy by the agency and security deposit shall be kept with BHEL for the entire duration of the contract. No interest shall be paid by BHEL on security deposit amount. Security Deposit shall be released after successful completion of contract by the agency.
- (xxii) Contract Workers shall refrain from using slang or profanity in conversation at any time while in and around BHEL Campus, whether on or off duty. They should bear in mind that their conduct is all times a direct reflection on themselves. Abuse, disrespect or insulting actions toward fellow workers or BHEL employees will not be tolerated for any reason.

2.1 INSTRUCTIONS TO TENDERER

- 2.1.1 Tender is a two-part bid system. The tender documents consist of Part – A and Part – B as detailed below: Part ‘A’: Techno-commercial Bid, Part ‘B’: Price Bid. Both to be submitted in sealed cover in a common cover as per Tender conditions and super scribed “Tender Enquiry No. “HY/TA/OT-15/2021-22, Dated: 16.09.2021”
- 2.1.4 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance.
- 2.1.5 PART-A: TECHNICAL BID: Those who are submitting technical bid by enclosing price bid quoted details will render the tender invalid.
- 2.1.6 Part ‘B’ – The price Bid should not carry any conditions. Price / rate % should be quoted in clear terms in the format given by BHEL.
- 2.1.7 Part ‘B’ – any correction / over writing / any wording which is not clear are liable for rejection.
- 2.1.8 The tender forms both Part ‘A’ & ‘B’ duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.
- 2.1.9 No conditional / optional bid shall be accepted, and the bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. Any deviation from the terms and conditions of this tender may render the bids liable for rejection.
- 2.1.10 The Name of the tenderer should be written or the contractor’s seal to be put on the sealed envelope.
- 2.1.11 The bidders are advised to study the tender document thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. In case of doubt, written clarifications shall be obtained, but this shall not be a justification for late submission of the bid or request for extension of due date. Bids should strictly be in accordance with the tender terms and conditions and our specifications. The tenderer should submit the tender documents intact without detaching any page or pages.
- 2.1.12 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected.
- 2.1.13 The price/rate % should be quoted in figures as well as in words.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

- 2.1.14 Each and every page of tender documents should be stamped & signed by the tenderer. If in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing / opening for the bids.
- 2.1.14 Tender documents consisting of Part 'A' & 'B' duly should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to AGM/TA, Ramachandrapuram, Hyderabad-32 so as to reach on or before **11:00 hrs on Date: 18.09.2021** the tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Techno-commercial and Price Bid will be opened on the same day in the presence of tenderers or their representatives who are present for the tender opening.
- 2.1.15 For any further details required, Township Administration Department, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182232/23183585/5227 or Mob: 9948955536 or Mob: 8008809584
- 2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.
BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI, PF contribution , payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,
- 2.1.17 PRICE BID - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract. Price bid will be opened only for tenderers those who have qualified as per the pre-qualification criteria. The date of opening of price bid will be informed later to the qualified agencies in the technical bid. The ranking will be based on the price bid evaluation and work will be awarded to L1 agency.
Printed condition at the back of the letter or bid from the tenderer will be ignored. If the bidders desire to have any clarification regarding the conditions of the tender, the tender should raise such issues at the pre-bid meeting. BHEL reserves the right to revise the terms and conditions of the tender after the pre-bid meeting.
- 2.1.18 The wage rates as intimated by State Government / HR-IR from time to time shall be applicable. The tenderer would be required to pay allowances/incentives as decided if any and communicated by BHEL. BHEL will not pay any additional amount other than the agreed amount.
- 2.1.19 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid. Contract awarded rates shall remain firm during the Contract Period and up to completion of the contract.
- 2.1.20 REVERSE AUCTION: *No Reverse Auction.*
- 2.1.21 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:
- If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

- 2.1.22 In case of quantity based work contracts, *the tenderer should quote the rates against each item keeping in view the prevailing applicable in consolidated wages /Bonus payable to workers/ BHEL wages (which consists of state Govt. minimum wages and additional payments), allowances and other statutory dues payable to workers if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time. BHEL will not pay additional amounts other than the agreed amount.*
- 2.1.23 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.1.24 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- 2.1.25 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.
- 2.1.26 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.1.27 Tender document should be complete in all respects.
- 2.1.28 Successful tenderers shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- 2.1.29 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- 2.1.30 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.1.31 If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.
- 2.1.32 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.1.33 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL for the contract purposes or to his e-mail address.
- 2.1.34 **SITE VISIT:**
- Before submitting the bids, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and workforce related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work
 - The tenderer/Bidder and 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 express condition 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 because of the inspection.
 - The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
 - 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. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

2.1.35 NOTES:

1. Period of contract and maintenance period shall be *as mentioned above*.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. All pages of the tender document should be signed by the person or persons duly authorized to sign, on behalf of the bidder along with the official stamp of the bidder. No paper/page shall be detached, and No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted.
4. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time. BHEL is not responsible for any postal delay. Late submission of bids is liable for rejection. BHEL Township Administration shall not take any responsibility for any process of delay in receipt of the tender. Tender should be properly sealed. BHEL will not consider any tenders that are received in open condition. The tenders submitted by Telex/Fax etc., shall not be accepted and will be summarily rejected.
5. Tender bid without EMD and Tender cost as stipulated are liable for rejection.
6. Tender bid, agency, who is exempted from EMD and Tender cost shall enclose compulsorily NSIC certificate or Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or EM II certificate along with attested copy of CA certificate applicable for the relevant financial year (latest audited) where the deemed validity of EM II is over, otherwise is liable for rejection. Bidders must furnish an attested copy of the exemption certificate indicating Date of registration, validity period of the registration, whether registered for items for which tender has been floated.
7. BHEL reserves the right to reject the tenders in part or in full without assigning any reasons.
8. The DD's against Tender Cost and EMD are to be enclosed in technical bid cover.
9. Covers: Common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.
10. Tender will be finalised on lowest cost to BHEL. Tenderers should quote their tender percentage in the price bid. Estimate rate / Excess / Less to estimate rate and the quoted percentage will be applicable for all the items. Any conditional offer is not acceptable.
11. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.
12. All the BHEL General Conditions of the Contract is applicable, if required that can be collected from the office of Planning Township Administration
13. Payment terms: - Every month after submission of bill by the contractor, as certified by Engineer-in-charge the bills will be released. Agency to raise invoice in line with GST rules.
14. The agency shall carryout the Electrical works, if any, through Grade-A or Grade-B Electrical License holder.
15. L1 vendor will be evaluated based on overall considered value.
16. Contractor shall provide the valid E-mail id and all the communication made to that E-mail id shall be treated as official correspondence.
17. Any clarifications sought from the contractors during the tender evaluation process, an email seeking clarifications and followed by two reminders through email will be sent with a response time of 2 days from the date of email and if no response is received from the contractor, it is treated as contractor does not possess required information sought and will be disqualified without any further notice. In cases where the contractor replies within the response time period of 2 days and seeks further extension of time, then BHEL reserves all its right to grant further time depending upon the reasonability of the case and all decisions taken by BHEL in this regard shall be final and binding on the contractor.
18. *If any contractor is found that, he had submitted fake certificates / documents during our verification, his offer shall be treated as disqualified without any further notice to contractor and suitable action as per the Guidelines for Suspension of Business Dealings with Suppliers/Contractors will be taken against the contractor.*
19. Any additional documents (over those mentioned in NIT) may be sought by BHEL for clarifications in processing of the tender. The contractor has to submit all the concerned documents asked by BHEL within the stipulated time.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

20. All the copies of certificates enclosed shall be attested by the contractor with seal.
21. All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) only (apart from unit website - if any). Bidders should regularly visit website(s) to keep themselves updated.
22. MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (Two years from the date of issue of ' acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Annexure-I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.
23. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
24. The bidder along with its associates/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
25. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
26. Agency shall submit the letter of time extension requirement of the contract within 15 days of non-execution of the contract by specifying the reasons for the delay for weaving of the penalty. Otherwise, delay of the work is attributed to agency and penalty may be imposed during those days / week delays.
27. Experience Certificate: For Completed contract, experience certificate will be issued as per BHEL rules and regulations.
28. BHEL Fraud Prevention policy: The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice

2.1.36 PENALTY CLAUSE:-

- a) Any liquidity Damages, a penalty of 0.5% of the gross value of the work subject to a maximum penalty of 10% of the gross value of the work shall be recovered from the bills.
- b) If the agency could not able to pay the Security Deposit in time, a penalty of 10% per weeks delay on Security Deposit shall be implemented and shall be recovered from the running bills.
- c) If the agency could not able to start the work immediately after paying of Security Deposit, a penalty of 10% per weeks delay on execution of work shall be recovered from the running bills.
- d) Agency shall pay the wages as per the BHEL rules and regulations to the workers deployed otherwise a penalty of 0.5% will be implemented on the executed value of the work till date during that period.
- e) If the agency could not able to complete the work in time, a penalty of 0.5% of the gross value of work shall be levied for every weeks delay in work subject to maximum penalty of 10% of the gross value of the work executed.

2.1.37 TAXES AND DUTIES WRT GST:

1. In case GST credit is delayed/denied to BHEL due to non/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 shall be recoverable from vendor along with interest levied/liveable on BHEL.
2. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
3. The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

4. Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
 5. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
 6. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
 7. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
 8. In case of any short supply of goods or service, Vendor has to raise a credit note for short supplied quantity as per GST provisions.
 9. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
 10. Supplier shall mention their GSTIN registration number in all their invoices 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 GSTIN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
 11. A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
- 3 GENERAL TERMS AND CONDITIONS:**
- In these general conditions of contract, the following terms shall have the meaning hereby assign to have, except shall the context otherwise requires.
- i) 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 the contract. All these documents as applicable taken together shall be deemed to form the contract and shall be complimentary to one another.
 - ii) The “Contractor” means the individual, firm or company whether incorporated or not and shall include the legal representatives of such individuals around composing the firm or company or the successors of the firm or company and the assigns of such individual or firm or company and includes term “agency” referred to in the contract.
 - iii) “Work to be carried out”: The Contract shall include all labour and materials, tools and machinery which may be required for the execution of the work. The contractor/agency shall be deemed to have satisfied himself as to the nature of the work, facility of access and all materials affecting the execution of the work. No extra charges consequent on any misunderstanding in these aspects or otherwise will be allowed
 - iv) ‘Deviations’: The Contractor shall not carry out any work not covered under this contract expected in pursuance of the written instructions BHEL Authorities. The assignment of Transfer of Contract is not allowed.
 - v) The contract will be issued initially for a period of one year. The execution of contract shall be reviewed periodically. The requirement of actual work may vary according to the need and may be reviewed/reduced/enhanced as and when required during the contract period. Based on the satisfactory performance of the contract Agency and the duration of the contract may be extended for one more year, based on quarterly evaluation and recommendation of the BHEL Officer In-Charge.
 - vi) The bidder should ensure that the personnel deployed at BHEL Campus conforms to the STANDARDS prescribed in the Tender Document.
 - vii) The successful bidder should furnish the following documents in respect of each personnel deployed at BHEL Campus, before the commencement of contract.
 - a. List of trained personnel identified/selected by the agency for the deployment at BHEL, with Aadhar Card i.e. date of birth, age, address etc.
 - b. Character certificate from a Gazette Officer of the Central/State Government.
 - c. Certificate of verification of antecedents of persons by local police authority
 - viii) In case, the personnel employed by the successful bidder commits any act of Omission/Commission that amounts to Misconduct/Indiscipline/Incompetence/Security risks, the selected agency shall take

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

appropriate disciplinary action against such personnel immediately when such instances are brought to the notice of the Agency, failing which it would amount to breach of contract and may lead to termination of contract.

- ix) The selected agency should provide identity cards to the personnel deployed at the BHEL R.C. Puram having the photograph of the personnel and personal information such as name, designation, address and identification mark etc., attested by the Addl. General Manager / TA or Estate Officer.
- x) The selected agency should ensure that any information related to pertaining to BHEL TA like Operational process, Technical know-how, Security Arrangements and Administrative/Organizational matters and so on are not divulged or disclosed to any person by their personnel deployed at the BHEL Campus.
- xi) The selected agency should ensure proper conduct of its personnel at BHEL campus, and shall ensure that, none of its employee will join duty after consuming of Alcohol/Smoking/Chewing of tobacco while on duty.
- xii) The selected agency should designate/deploy a field officer at its own cost who would regularly interact with officers of the BHEL TA, so that better co-ordination, services and utilization of optimal work force deployment could be addressed.
- xiii) The selected agency should immediately provide replacement for any persons Shift In-Charge who is (are) absent and ensure that as far as possible no designated post is left vacant in any shift. In case the agency fails to provide replacement within three working days appropriate penalty will be levied as provided in the terms and conditions of contract.
- xiv) BHEL is not liable at any stage to provide accommodation, transport, food, medical and any other requirement of the personnel deployed at the BHEL Campus.
- xv) Payment of bills will be made to the contractor on a monthly basis as per actual work done only. The contractor has to submit invoices/bills by the third week of the next month for the services rendered in the preceding month along with ESI/EPF/Service Tax/GST challans, as applicable, pertaining to that month to the BHEL Engineer In-charge. Attendance records should be furnished with the invoice.
- xvi) BHEL is the final authority for settling any disputes and the decision of BHEL, in any regard related to work shall be final and binding on all.
- xvii) BHEL Officer or any other officer authorized by Township Department Head, shall be at liberty to carry out surprise check on the persons as deployed by the Agency in order to ensure that personnel deployed by him are doing their duties proficiently.
- xviii) Cancellation of contract for bankruptcy, assignment, transfer, license or subletting of the contract: 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 after the contractor.
 - a. being an individual or after a firm any approval thereof shall at any time be adjudged bankruptcy or received order for administration of industry or had received order for administration of estate made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his assets of composition or arrangement for the benefit of its creditors or purport to do so or if any application made under the bankruptcy Act for the time being in force in respect of his estate **or**
 - b. being a company shall pass a resolution of the court or tribunal shall make an order for the liquidation of its affairs or a receiver or manager shall be appointed or circumstances shall arise which entitle the court to appoint a receiver or manager or assigns, transfers sublets or attempts to assign, transfer, license or sublet any portion of the work without the prior written approval of BHEL.
 - c. whenever BHEL exercise the authority to cancel the contract under this condition BHEL may have the work done by any means at the contractor of the risk and expenses provided always that in the event of the cost of the work so done (as served by the BHEL) which is final and conclusive being less than the contractors, the advance shall approve to the BHEL and after the cost expenses the money due to the contractor. The contractor either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by other means.
- xix) Cancellation of contract for contractor's default:
If the contractor make default in carrying out the work and continues in that state after a reasonable notice from the BHEL or its authorized representative or fails to comply with any terms and conditions of the contract, BHEL made without prejudice to any other right or remedy which shall have been

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

accrued or shall accrue thereafter to BHEL cancel the contract as a whole or in part. Whenever BHEL exercise the authority to consult the contractor as a whole or part, under this condition, BHEL may complete the work at the contractors risk and cost (as certified by the BHEL which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds money due to the contractor under this contract, either the contractor shall pay the excess amount ordered by the BHEL or its authorized representative or the same shall be recovered from the contractor by other means.

- xx) The termination of the contract on the death of Contractor: Without prejudice to any of the rights or remedies under this contract, if the contractor dies or the firm is dissolving or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the contractor
- xxi) Special Power of Termination: If at any time after the award of the contract BHEL shall for any reason whatsoever not required whole or any part of the work to be carried out, BHEL shall give notice in writing of the fact to the contract who shall have no claim to any payment of compensation or otherwise how so ever on account of any profit or advantage which he might derive from the execution of the work in full, but which he did not derive in consequence of the foreclosing of the work.
- xxii) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.
- xxiii) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.1 SPECIAL REMARKS:

1. In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years. If the contractor submits any false information related to the partnership firm, submitted bids will rejected without any prior intimation to the bidders, EMD will be forfeited applicable actions will be implemented as per BHEL rules and regulations.
2. The Successful tenderer has to get the license from central Labour Dept., (if applicable) under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract. Suitable documents shall be submitted as per the requirement by BHEL.
3. Tenderer should have independent ESI Employer code under ESI Act 1948.
4. Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
5. Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.
6. The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.
7. There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
8. The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
9. In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.
10. For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer.
11. Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
12. In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

3.2 EARNEST MONEY DEPOSIT:

- 3.2.1 An amount of Rs.10,500/- towards EMD shall be paid by Demand Draft/Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.
- 3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. No adjustment of EMD shall be made with EMD submitted earlier with other tenders of BHEL or any outstanding amount. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.
- 3.2.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL
- 3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.
- 3.2.6 The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.

3.3 SECURITY DEPOSIT

- 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within 15 DAYS from the date of issue of letter of intent. Security Deposit should be collected from the successful tenderer. Date of commencement of work shall be within 15 days from the date of issue of Letter of Intent. A penalty of 10% per weeks delay shall be implemented and shall recovered from the running bills for that billing period. The rate of Security Deposit will be as below:

Total amount of Security Deposit will be 5% of the Contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

- 3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.
- 3.3.3 If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.
- 3.3.4 Security Deposit may be furnished in any one of the following forms.
- i) Pay Order, Demand Draft in favour of BHEL
 - ii) Local cheques of scheduled banks, subject to realization.
 - iii) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.
 - iv) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL
 - v) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - vi) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
 - vii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- Note:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

3.3.6 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

3.3.7 No interest shall be payable by BHEL on EMD or SD or any money due to the contractor by BHEL.

3.4 STATUTORY REQUIREMENTS:

3.4.1 *While quoting the rate, the tenderers are advised to take note of consolidated wages /Bonus payable to workers/ BHEL wages (which consists of state Govt. minimum wages and additional payments), allowances and other statutory dues payable to workers. BHEL will not reimburse any additional amount paid by the agency to his workers. It is the agency responsibility to pay all the statutory payments to his workers and agency shall quote his prices considering the all the statutory payments.*

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (% as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, GST and other applicable taxes, minimum Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, TS Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.

3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.

3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action.

3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.

3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.

3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers.

3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.5 MANPOWER:

3.5.1 The contractor shall not engage a person who is less than 18 years of age.

3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workers.

3.5.3 The contractor, as the employer of his workers, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

- 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor.
- 3.5.5 The contractor shall have full control over his workers w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.
- 3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workers happen to be operating / working. In the event of any of the workers of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.
- 3.5.9 Out of total workers to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.
- 3.5.10 **SAFETY:**
 - i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.
 - (ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractor's risk & cost.
 - (iii) Violation of applicable safety, health & environment related norms, a penalty of ₹5,000.00(Rupees Five thousand) per occasion shall be imposed.
 - (iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.
 - (v) **COMPENSATION IN CASE OF DEATH / PERMANENT INCAPACITATION OF PERSON DUE TO UNINTENDED / UNFORESEEN OCCURRENCES**
BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
 - a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, troubleshooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
 - c) Compensation in respect of each of the victims.
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakhs).
 - (ii) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakhs)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

3.6 PERIOD OF CONTRACT & MINTENANCE PERIOD / DEFECT LIABILITY PERIOD:

- i) The contract shall be for a period of *Ten (10) Days*.
- ii) Maintenance period is *Six (6) Months*.
- iii) During contract period, all damages / repairs shall be rectified by the contractor free of cost to BHEL up to the satisfaction of Engineer – in – charge.
- iv) During the contract period, BHEL shall not give any free issue materials to the contractor. Contractor shall bear everything to rectify the repair up to satisfaction of the Engineer – in – charge.
- v) All shall be borne by the contractor. If required, on written request, free issue material shall be issued to the contractor at penal rates.
- vi) BHEL is at liberty to terminate the Agreement by giving 15 days notice in writing.
- vii) Any increase in rates or any wages during the work, agency shall bear the difference amount to pay, BHEL does not pay any additional amount other than the agreed amount.

3.7 PAYMENT TO THE CONTRACTOR:

- i. Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work. The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work. Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output. Following conditions shall be adhered strict during the contract period:
 - a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in two spells.
 - b. If the unsatisfactory performance repeats, contract is liable to be short closed.
- ii. The Contractor shall initially pay the wages, and other statutory payments etc., with in the specified time, related to his workmen and then claim work executed bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.
- iii. The Contractor shall provide two pairs of Uniform along with stitching charges and Gumboots per year, plastic or rubber gloves for every two weeks, and one mask for every 3 days to each of his workers and cap as specified by BHEL.
- iv. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules if applicable for the contract period. BHEL will not reimburse any additional amount paid by the agency to his workers.
- v. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pair socks to all his workers during the contract period.

3.8 IMPLEMENTATION OF PRICE VARIATION CLAUSE:

- 1. Any increase in DA or any wages during the contract period or during extended period, agency shall bear the difference amount, BHEL does not pay any differential amount to the agency. The prices will remain firm throughout entire contract period and extended period.
- 2. Unit rates shall be firm and do not vary due to increase in wages / material cost / Petrol / oil / lubricants etc.
- 3. Unit rates shall be firm till completion of the contract.
- 4. Unit rates shall be firm and do not vary even in case of deviation of individual items or whole contract on excess as well as on lower side.
- 5. PVC Clause shall not be applicable for this work.
- 6. ORC shall not be applicable.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

3.9 FAILURE TO COMPLY WITH CONTRACT:

- i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.
- ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.
- iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

3.10 SUB-CONTRACTING:

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person, firm, or company without the previous express written approval of BHEL.

3.11 LAWS GOVERNING THE CONTRACT:

- i. The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- ii. All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- iii. All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

3.12 LEGAL JURISDICTION:

- i) In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP is situated and no other court shall have the jurisdiction.

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

- 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.
- 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.
- 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor:
 - (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
 - (ii) A register of workmen Form XIII (Rule 75)
 - (iii) Employment card Form XIV (Rule 76)
 - (iv) Service Certificate Form XV (Rule 77)
 - (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
 - (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly.
 - (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.
- 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

- 4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc.. The contractor shall arrange for filing of family declaration forms in respect of their contract labours and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.
- 4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.
- 4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees Pension Scheme 1995 under intimation to HR Dept.
- (i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities
 - (ii) Annual Return in Form 6A along with Form 3A. (till this procedure is discontinued by the PF authorities)
- 4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995:
- Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - Attendance.
 - Wage Register.
 - Any other documents / registers as required
- 4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees Pension Scheme 1995 and Employee's State Insurance Act 1948
- i. The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.
 - ii. The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.
 - iii. The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.
- 4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will not bear any difference of increase during the execution of the work. Agency has to bear the differentially amount, BHEL will not pay any differential amount to the agency other than the agreed amount.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

- 4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965.
- 4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.
- 4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be preponed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank Accounts of his workmen so that risks associated with cash transactions can be avoided.
- 4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that “the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen”. Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM, HYD -32 before submitting Claim for refund of Security Deposit for the respective years.
- 4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.
- 4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.22 **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.
- 4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May Day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.24 In addition to the above holidays mentioned at Clause 4.22, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.
- 4.25 **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in “Second” and “Night” shifts will be required to exercise their franchise during their own time.
- 4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof:
- | | |
|--------------------|-------------|
| (I) Leave Register | Form No. 15 |
| (II) Nomination | Form No. 25 |

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

- 4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.
- 4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.
- 4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.30 Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- 4.31 The Contractor shall be required to deposit GST as applicable as assessed by Central Excise Authority (GST cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.
- 4.32 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.33 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.34 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.35 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.
- 4.36 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.37 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.38 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.39 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.
- 4.40 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.
- 4.41 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

- 4.42 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 4.43 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.
- 4.44 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 4.45 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.46 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.47 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 4.48 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.
- 4.49 The contractor shall be wholly responsible for the behaviour of the workers at the work place and outside, in the BHEL premises.
- 4.50 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.
- 4.51 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.
- 4.52 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or Otherwise.
- 4.53 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

5.0 ARBITRATION & CONCILIATION:

CONCILIATION:

The parties agree that if at any time, any disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the memorandum of understanding, 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.

The proceedings of conciliation shall broadly be governed by Part-III of the arbitration and conciliation Act 1996 or any statutory modification thereof.

The Annexure together with its formats will be treated as if the same is part hereof and shall be as effectual as if set out herein in this GCC/Agreement/Contract/MOU etc.

The purchaser/contractor/seller etc. agrees that the purchaser/contractor/MOU etc., may make any amendments or modifications to the provisions stipulated in the Annexure-2 to this GCC/Agreement/Contract/MOU etc., from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-2 with effect from the date as intimated by BHEL to it.

ARBITRATION:

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

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by the Head of BHEL Unit / region / division issuing the contract.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties.

Subject as aforesaid, the provisions of arbitration and conciliation act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Hyderabad only at state of Telangana.

The cost of arbitration shall be borne as per the award of the arbitrator. Subject to the arbitration in terms of clause as stated in clause no. 5, the courts at Sangareddy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS 1835 dated 22 05-2018".

SCHEDULE 'A'

6.0 CONTRACT WORK DESCRIPTION: "Miscellaneous repair works at Guest House"

S.No	Description	QTY	Unit
1	Removing white /colour wash/ Paint by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete as per direction of EIC	1743.56	Sq.Mts
2	Finishing walls with Acrylic Smooth exterior paint of required shade. (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm) (all the materials are in contractor scope only) etc. complete as per direction of EIC.	1015.73	Sqm.
3	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade (all the materials are in contractor scope only) etc. complete as per direction of EIC.	657.04	Sqm.
4	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two,or more coats.(all the materials are in contractor scope only) etc. complete as per direction of EIC.	70.80	Sqm.
5	Providing impervious coat in CM 1:4, 20 mm thick using approved water proofing compound at one Kg/bag of cement when the roof slab is green including arranging proper slopes, for easy flow of rainwater, curing etc complete. Cost includes chipping of all loose / cracked / spallen surface as per the direction of Engineer-In-charge.	132.78	Sqm.
6	Plastering in CM 1:6, 20mm thick to internal and External surfaces of walls including the cost of all materials, labour, curing etc., complete upto floor five level (all the materials are in the contractor scope only) including removing of old plater etc. complete as per direction of EIC.	0.00	Sqm
7	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete as per direction of EIC.	25.00	Sqm.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

8	Providing and fixing C.P. bibcock of Good quality as per direction of EIC.	2.00	No
9	Supplying & Fixing C.P Pillar tap as per the direction of EIC.	2.00	No
10	Supplying & Fixing C.P shower as per the direction of EIC.	2.00	No
11	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge	6.00	Sqm.
12	Brick work FPS brick of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in cement mortar 1:6(1cement :6 coarse sand) etc complete all as directed by Engineer-in-charge.	10.94	Cum
13	Demolishing brick work manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50mtr lead as per direction of engineer in charge, In cement mortar etc. complete as per directions of EIC.	10.94	Cum
14	Structural steel work in single section, fixed with or without connectingplate, including cutting, hoisting, fixing in position and applying a primingcoat of approved steel primer all complete etc. as per direction of EIC.	100.00	kg
15	Conveyance by Manual or Mechanical means of Lime, Murram, building Rubbish including loading un-loading with lift of 50 m upto lead mentoned below all complete all as directed by Engineer in charge	12.00	Cum
Instructions to Tenderer:			
1	Agency has to quote his prices by considering consolidated wages /Bonus payable to workers/ BHEL wages (which consists of state Govt. minimum wages and additional payments), allowances and other statutory dues payable to workers		
2	As per the time-to-time instructions given by the BHEL management, supervisor along with their staff has to work with the given instructions.		
3	During the execution of contract, if required, agency shall work on Sundays and holidays also as per the direction of Engineer-in-charge.		
4	Penalty as per the clause 2.1.36 shall be applicable.		

Important note:-

1. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms conditions will be modified in accordance with the provisions of new laws (e.g., GST).
2. Water and Electrical charges will be recovered accordingly as per the BHEL rules

SCHEDULE “B “**ISSUE OF MATERIAL TO THE CONTRACTOR**

No Material will be free issued

SCHEDULE “C “**SERVICE VIZ., WATER & ELECTRICITY TO THE SITE OF CONTRACTOR****1. WATER**

Water required for the purpose of executing the contract shall be supplied by Bharat Heavy Electricals Limited and charged at Rs.15.00 per 1,000 liters. The supply will be made at a convenient point to be determined by the Engineer-in-Charge and Contractor has to make his own arrangements to distribute the water to places where required including cost of providing and fixing water meters. The charges for consumption of water will be as under, where water meters could not be provided by the contractor and prior permission for the same has to be obtained in writing from the Engineer-in-Charge.

- | | | |
|--|-------|-------|
| i) On the total value of periodical maintenance | | 0.25% |
| Items of building | | |
| ii) On the total value of other Civil works executed | | 0.50% |
| iii) On the total value of road works executed | | 0.75% |

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

NOTE:

In respect of items (i) & (ii), only items where water is consumed on the work, will be considered for arriving at the total value.

In respect of items (iii) only the value of work on non-water consuming items such as picking metal, earth work, Asphaltting etc. will be excluded from the total value of road works.

2. ELECTRICITY

Electric current if required will be supplied at a convenient metered point to be determined by the Engineer-in-Charge. Any extension required to the different work sites will have to be arranged by the Contractor himself. Energy consumed will be metered and charged at Rs.6.5 (Rupees Six & Paise Fifty only) per unit. Where meter could not be provided for structural steel works current charges will be recovered at 70 units per each tonne of structural steel fabrication work done.

7.0 SPECIAL CONDITIONS OF CONTRACT:

1. As per the requirement and as per the instructions of Engineer – in – charge, agency shall work on a holiday also, agency has to ensure the security and safety of the workers during the work on any days.
2. The contractor shall maintain a logbook for record of deployment of vehicle and work force on daily basis. The record shall be duly verified by the Engineer-in-charge
3. The contractor or his authorized representative shall report to Engineer - In charge of the civil maintenance at 8 am daily along with vehicles including helpers and with two supervisors for their movement to execute the work as per instruction of Engineer IN charge.
4. Daily record shall be maintained of all works performed under this contract. The work done shall be entered in the register duly signed and dated by both parties viz representative of Engineer In charge and the contractor or his authorized representative each day on completion of work.
5. Safety of the commuters, workers is agency's sole responsibility.
6. Any damage to the third party / persons to be taken care by insurance etc. insurance shall be for full or partial injury, death, medical treatment shall be borne by the agency only, BHEL shall not be responsible for the accidents and money incurred on their account by agency.
7. List of employees going to be deployed and their details like PF, ESI, Adhar Bank A/c No to be mentioned.
8. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
9. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract-executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.
10. Agency shall deploy at least one supervisor in each shift. If required agency may deploy more than one supervisor on any events / functions / public functions etc., to get control over the situation as per the direction of BHEL officer In-charge.

8-A TECHNO-COMMERCIAL BID APPLICATION

To,

Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work ‘-----’against Tender Enquiry No. -----

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- | | | |
|---|---|------------|
| <ol style="list-style-type: none"> 1. Notice Inviting Tender 2. Bid Application 3. Bid Questionnaire-A 4. Bid Questionnaire-B 5. Declaration by Tenderer 6. Instructions to tenderer 7. General terms and conditions 8. Specific terms and conditions | } | (Part – A) |
|---|---|------------|

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

9. Evaluation of price bid
10. Scope of Work & Schedule-A
11. Price Bid Format (Part – B)

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I am /We are in possession of independent PF/ESI Code.

I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also agree for recovery of appropriate PF/ESI contribution from wages/bills

Strike out which is not applicable

PART - A

TECHNICAL BID - I

Tender Enquiry No. :

Date:

Details of the Contractor:

- a) Name and address of the Firm:
Name and address of the proprietor:
- b) Is any contract being operated under the Control of the tenderer in BHEL. (If yes furnish the details) : Yes / No

	Location/ Address	Value	Date of Completion
1.			
2.			
3.			
4.			

- c) Is any relative of tenderer Employed in BHEL. Yes / No

(If yes, furnish the detail)

Name	Staff no	Location / Area

Signature of the Tenderer

Date:

TECHNICAL BID - II

01	ESI Code No. (enclose copy of ESI code allotment letter of ESI authority)	
02	PAN card.	
03	PF Code No. (enclose copy of PF code allotment letter of EPF authority)	
04	GST registration no:	
05	Banker's Name & Address	
06	Bank A/C No. & Branch	
07	Have you quoted rates for all the activities, as indicated in the price bid (Part – B)	YES / NO
08	Financial Turnover for preceding three years duly certified by qualified Chartered Accountant:	
09	Any other comments	

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

10	Name of the Contractor Full Address Contractor's code No Contact person Phone , Fax Mobile Nos. & Email ID	
11	Details of DD/Cash receipt a) D.D or Cash receipt Nos. for EMD b) DD/Cash receipt Nos. for cost of tender documents. (DD/Cash Receipt has to be enclosed along with this bid).	
12	Contact Person name in case conducting Reverse Auction : Phone , Fax Mobile Nos. Email ID	
13	National Electronic Fund Transfer (NEFT) from to be submitted if new contractor to BHEL.	

Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. Please note that if answer of Sl No.01, 03, 08 or 09 is not available or 'No' then the bid is liable to be rejected.

Signature of the Tenderer

Date:

8B) PROFORMA FOR PRICE BID :- (Un-priced)

SL NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1					
2					
3					
	TOTAL				A

Tender % on A	In Words	In Figures
Excess		
Less		
Estimate		

EVALUATION OF PRICE BID:

- i. A single rate must be quoted for each category mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer.
- ii. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)
- iii. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.
- iv. In the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.

Important Note:-

All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms conditions will be modified in accordance with the provisions of new laws (e.g., GST).

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

9 DECLARATION BY TENDERER

I, _____, aged _____ Yrs., S/o _____, residing at _____

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification.

[Signature with Name & seal of the Tenderer]

Date & Place :

[Vendors to furnish this mandate on their Letter Head]

To,

Dy. Manager/Finance-Cash Management, BHEL, RC Puram, Hyderabad - 502032

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines as per the details given below.

- A. Sup code (As per PO/SCO) /Staff No:
- B. Beneficiary (Name as per PO/SCo) :
- C. PAN of Beneficiary :
- D. TIN of Beneficiary :
- E. e-mail address of Beneficiary :
- F. City (of Beneficiary) :
- G. Bank Name :
- H. Branch (of Bank) :
- I. A/c Number :
- J. A/c type (Saving or Current) :
- K. MICR Code of the branch (9digit) :
- L. IFSC for NEFT (11 char) :
- M. IFSC for RTGS (If different from L) :

Thanking you,

Signature (With Seal)

Name

Address

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

Date:-

(Signature of authorized official of bank)

Bank Stamp

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the CPWD/ Telangana Standard Specifications and it's addenda volume and also BHEL General Conditions of contract. I agree to be bound by and

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

comply with all specifications contained in CPWD/ Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.

2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

3. The daily wage rate of labour applicable as on date is as follows as per Sr. DGM/HR-IRX.

Guidelines and statutory payments to Contract work force for submitting tenders for Civil Works as per Circular issued by BHEL.

Daily wage rate is exclusive of Holiday and Leave Wage.

Wage rates w.e.f Dt. 04.05.2021

U S W : Rs. 550.38 per day Inclusive of weekly off.

S S W : Rs. 587.73 per day Inclusive of weekly off.

S W : Rs. 623.54 per day Inclusive of weekly off.

i) P F and E S I contributions wages

The PF & ESI @ 13.00% and 3.25% respectively should be contributed by the contractor on the state minimum wages and payment of Minimum Bonus under the Bonus Act 1965 if applicable. It is once again reiterated that all the contractors shall also provide Uniform, Safety Shoes and other Personal Protective Equipment's (PPEs) as required to their workforce and maintain all registers and records up to date.

The contractors are advised to quote the rates considering the consolidated wages /Bonus payable to workers/ BHEL wages (which consists of state Govt. minimum wages and additional payments), allowances and other statutory dues payable to workers. BHEL will not pay any additional amount other than the agreed amount.

The Contractor shall provide two pairs of stitched Uniform to each of his workmen and cap as specified by BHEL. The Contractor is required to submit proof of expenditure incurred and acknowledgement from his workmen for providing stitched uniform. ~~If contractor fails to provide the said stitched uniform, Rs.1000/- will be deducted as penalty against each workmen per month engaged during the contract period.~~ BHEL shall not reimburse any additional amount other the agreed amount.

The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules amendments from time to time if applicable for contract period. Contractor has to ensure payment of Bonus to his workers as per Payment of Bonus Act, 1965 and BHEL shall not reimburse any amount towards this.

The contractor shall provide Personal Protective Equipment including one helmet, one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period. The contractor is required to submit proof of expenditure incurred in providing Personal Protective Equipment to his workmen. If contractor fails to provide the said PPE, Rs.800/- will be deducted as penalty against each workmen per month engaged during the contract period. BHEL shall not reimburse any amount towards Uniform to the contractor. He has to consider the same in his quote.

NON PAYMENT / DELAY / SHORT PAYMENT OF WAGES

Obligation of Principal Employer under Payment of Wages Act 1936 / Contract labour (R&A) Act 1971 and Rules made thereof :

1. As a Principal Employer it is our bound duty to ensure that wages are paid to all the contract labours engaged by various contractors in BHEL RC Puram Unit as specified below:
2. As per BHEL guidelines all the contractors are required to pay wages to all their contract labour on or before 7th of every month in case of monthly wage period and every Saturday in case of weekly payments.
3. Any delay in this regards attracts penalty under Payment of Wages Act 1936 as well as under the provisions of Contract Labour (R&A) Act 1970. In such cases it is the responsibility of the Principal Employer to pay the wages to the contract labour and recover the same from the dues payable by BHEL to the contractors. In case of such violation of above provisions i.e., delay in payment by the contractor the Contract Executing Officer shall take following action immediately:
 - a. In case of delay or non-payment of wages by the contractor by designated date/day, the contract executing officer shall issue a letter seeking explanation for non-payment of wages and instruct the contractor to arrange payment immediately not later than a week.
 - b. In case the contractor not acted on the said letter, the contract executing officer shall take immediate action to initiate a note for drawing advance to the extent of the dues payable to the contract labours by the contractor with the concurrence of Finance department and approval of General Manager/HOD, pay the wages directly to the

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

affected labours through their respective Bank Account. The PF/ESI contribution into the respective authorities under the same contractor PF/ESI code. The amount so drawn shall be adjusted against the outstanding bills/payment/SD/EMD or any other payment due to the contractor by BHEL RC Puram Unit.

- c. The Contract Executing officer shall take necessary action against the contractor to short close the contract and black list the contractor.
4. In case of revision of wage / DA by appropriate Government or by BHEL after the award of work, BHEL will not pay any differential amount to the agency. Agency has to bear the amount to pay to their respective workers. BHEL will not pay any bonus distribution to the workers; agency is the responsible for any differential amount and bonus to the respective workers.

SPECIAL CONDITIONS – SAFETY

1. The following are a few safety measures suggested while carrying the work. However all the items of work should be carried out in safe working manner taking all precautions.
2. Proper and necessary precautions shall have to be taken wherever the work involves.
3. As per the instructions of Engineer-in-charge a special safety, precautions need to be taken during the work where inflammable materials works were carrying out.
4. The contractor shall keep supply all safety equipment like safety boots, goggles, helmets and safety belts, to all the workers.
5. Power shut down shall be taken before commencement of the work wherever power cables are running.
6. Proper and necessary scaffolding and ladders are to be used for carrying out all types of works.
7. Any damage to the 3rd party / persons to be taken care by insurance etc. insurance shall be for full or partial injury, death, medical treatment shall be borne by the agency only, BHEL shall not be responsible for the accidents and money incurred on their account by agency.

Special Instructions :

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorised Officer who shall produce with the tender, satisfactory evidence of his authorisation. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" (Ex. DGM (CDC)) for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation, shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
5. Tenderers shall keep the offer valid for a period of 120 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. The tenderers must satisfy themselves by personal study and examination of the BHEL Campus and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before quoting. There shall not be at any time after submission of the tender, dispute/complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL in regard to the above.

9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.

10. The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.

11. This is a time bound contract for period mentioned, and does not envisage any extension of time / period unless otherwise it is given in writing.

12. The rates quoted by the contractor should be firm during the execution of the contract period. There shall be no revision in contract rates during the period of the contract. Agency has to quote his price by considering all the consolidated wages /Bonus payable to workers/ BHEL wages (which consists of state Govt. minimum wages and additional payments), allowances, deploying of JCB (8 Hrs) once in every month to drive the garbage at dumping yard and other statutory dues payable to workers. BHEL will not reimburse any additional amount payable to contractor other than the quoted amount.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Annexure-1

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s.

.....,

(hereinafter referred to as 'company') having its registered office at Is

registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)

..... dtd: Category:

(micro/small). (copy enclosed).

Further verified from the books of accounts that the investment of the company as per the latest audited financial year, as per MSMED Act 2006 is as follows:

1. For manufacturing enterprises: Investment in the plant and masonry (i.e., original cost excluding land and building and the items specified by the ministry of small scale industries vide its notification No. S.O. 1722 (E) dated October 5, 2016.

Rs. Lakhs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fitting and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs.

(Strike off whichever is not applicable)

The above investment Rs. Lakhs is within permissible limit of Rs. Lakhs per micro / small (Strike off which is not applicable) category under MSMED Act, 2006.

Or

The company has been graduated from its original category (micro / small) (strike of which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of three years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 (E) dated: 01.11.2013 published in the gazette notification dated . 04.11.2013 by ministry of MSME.

Date.

(signature)

Name:-

Membership number:-

Seal of Chartered Accountant

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

Annexure-2

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF CONCILIATION UNDER
THE BHEL CONCILIATION SCHEME, 2018**
BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein.
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in Format 7 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-8 hereto.
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. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the Format-9. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in Format-5.
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.

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

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; or,
 - e) On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

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

SIGNATURE OF TENDERER**ACCEPTING AUTHORITY**

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

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness (es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 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.

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY

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.

Issued to: _____



**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD-32
TOWNSHIP ADMINISTRATION**

TENDER DOCUMENTS
PART B-PRICE BID

Name of the work: ***“Repair works at Quarter Nos. 460”.***

Tender Notice: HY/TA/OT-15/2021-22, Dated: 16.09.2021

INDEX

1. Price bid –Schedule of Rates

SIGNATURE OF TENDERER

ACCEPTING AUTHORITY