



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD - 502032
TOWNSHIP ADMINISTRATION DEPT.
Contact No. 040 - 23182597, 23183585

TENDER NOTICE

Name of the department : **TOWNSHIP ADMINISTRATION**
 Tender Notice No. : **HY/TA/E/OT-05/2021-22 _ Dt. 24.12.2021 (N0AUX00392)**

Bharat Heavy Electricals Limited, is a Govt. 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 of **"Non-comprehensive AMC for 2 nos. DG sets in township for a period of two (2) years"**.

1. Sealed Quotations containing Technical bid and Price bid in separate sealed covers, super scribing the Name of work and Tender reference will be received up to **18.01.2022 till 11:00 AM**, at **Vendor Complex, beside Administrative Building**, BHEL Ramachandrapuram. Technical Bid(s) will be opened after 1.00 PM on the same day. Further information if any, may be obtained from the office.
2. The tender documents are available for download on the website of BHEL i.e., www.bhel.com. Tenderers while submitting the tender documents downloaded from website, must enclose NEFT Receipt / Banker's Cheque / Demand Draft in favour of "BHEL R.C.Puram, Hyderabad" for the prescribed Document Cost of **Rs. 500/-** only. Tender documents submitted without Banker's Cheque / Demand Draft / NEFT Receipt for the specified value of document cost will be summarily rejected.
3. A set of tender documents (non-transferable) may be purchased from the office of Township Administration, Planning Dept., BHEL-HPEP, R.C.Puram, Hyderabad-32 on any working day (Monday to Saturday) between 09:00 hrs. to 14:00 hrs. by paying document cost of **Rs. 1000/-** only in the form of NEFT / Banker's Cheque / Demand Draft in favour of "BHEL R.C.Puram, Hyderabad".
4. In case, tender documents are requested by post, BHEL shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request or receipt of tender documents by the agency.
5. Corrigendum to this tender notice, if any will be published on BHEL web site only. Tenderers shall regularly visit the website till the last date for any kind of updates.

(Signature & Designation of Official)

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1.0 NOTICE INVITING TENDER (NIT)

(i)	Tender Number & Date	:	HY/TA/E/OT-05/2021-22 _ Dt. 24.12.2021 (N0AUX00392)
(ii)	Name of work	:	Non-comprehensive AMC for 2 nos. DG sets in township for a period of two (2) years.
(iii)	Approx. Estimated Value of work	:	Rs. 44,928.00 (GST extra as applicable)
(iv)	Earnest Money Deposit (EMD)	:	Rs. 1,000/- (Rs. One thousand only)
(v)	Cost of Tender Documents	:	Rs. 500/- (if downloaded from web) Rs. 1000/- (if purchased from BHEL)
(vi)	Last Date for sale of Tender Documents (offline from office)	:	17.01.2022 (up to 14:00 Hrs.)
(vii)	Last Date for Receipt of Tenders	:	18.01.2022 (up to 11:00 Hrs.)
(viii)	Date, Time & Place for Tender Opening	:	18.01.2022 at 13:00 Hrs. Place: Vendor Complex near Admin. Bldg.
(ix)	Period of Completion	:	Two (2) years from date of commencement
(x)	Maintenance period	:	Nil

Special Notes:

- This tender is hosted on BHEL website (<http://www.bhel.com>). All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website only. Bidders should regularly visit website to keep themselves updated.
- BIDDER MUST SIGN ON ALL PAGES OF THE TENDER DOCUMENTS. DOCUMENTS SUBMITTED WITH THE OFFER SHALL BE SIGNED AND STAMPED IN EACH PAGE BY THE BIDDER / AUTHORIZED REPRESENTATIVE OF THE BIDDER.
- FILLED IN TENDERS TO BE DROPPED IN THE TENDER BOX AVAILABLE AT VENDOR COMPLEX NEAR ADMINISTRATIVE BUILDING. TENDERS CAN ALSO BE SUBMITTED BY EMAIL AS PER THE INSTRUCTIONS GIVEN AT Pg. 9.

<i>Name & Address of the tenderer:</i> ----- ----- -----	<i>Phone No.:</i> _____ <i>FAX No.:</i> _____ <i>E-mail:</i> _____
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2.0 PRE-QUALIFICATION REQUIREMENTS

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

- i) **Average Annual financial turnover during the last 3 years**, ending 31st March of the previous financial year should be at least **Rs. 0.13 lakhs** (i.e., 30% of the estimated cost). Further, if the tenderer fails to submit the figure(s) for all 3 years, non-submitted year will be considered as "0" (Zero) for averaging the turnover. Bidder to submit IT return acknowledgement, balance sheet and Profit & Loss A/c for last 3 years – certified by Chartered Accountant.
- ii) **Particulars of experience/ credentials** for the works executed of 'similar nature' during not older than 7 years (completion/ experience certificate of the works to be enclosed), ending last day of month previous to the one in which tenders are invited should be either of the following:
 - a. Three similar completed works each costing not less than Rs. 0.18 lakhs, i.e., 40% of the estimated cost;
 - OR
 - b. Two similar completed works each costing not less than Rs. 0.23 lakhs, i.e., 50% of the estimated cost;
 - OR
 - c. One similar completed work costing not less than Rs. 0.36 lakhs, i.e., 80% of the estimated cost.

'Similar Work' means: Maintenance/ servicing of DG set of min. 250 kVA capacity

Note:-

- *Work completion certificate must be submitted in respect of the above. Copy of work order / agreement / acceptance letter etc. will not be considered.*
- *For works executed in BHEL, experience certificate has to be issued by HR Dept. only.*
- *If required, bidder should produce TDS statement in Form 26AS for verification in support of work experience certificate from organizations other than BHEL.*
- *Any adverse remarks in experience certificate will be a disqualification factor.*

- iii) Valid ESI Registration Number
- iv) Goods & Service Tax (GST) Registration Number.
(In case not available, proof of having applied with acknowledgement from concerned authority)
- v) PAN No.
(In case not available, proof of having applied with acknowledgement from concerned authority).

Note: The offers of the bidders who are on the banned list and 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 <http://www.bhel.com>.

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2.1 (A) IMPORTANT TERMS & CONDITIONS OF THE TENDER

1. **Period of Contract:** The contract once finalized will be valid for a period of two (2) years from the date of commencement.
2. **Maintenance Period:** Not Applicable.
3. **Extension of Contract:** Subject to satisfactory execution, the contract may be extended with the same rates, terms & conditions based on mutual acceptance between BHEL & the contractor.
4. **Price Variation Clause (PVC):** Not applicable for this contract. The prices quoted by the contractor shall remain firm for the entire period of contract. Contractor should anticipate any related hike / fall and quote accordingly.
5. **Over Run Compensation (ORC):** Not Applicable for this contract.
6. **Taxes & Duties:** The rate quoted by the contractor shall be exclusive of GST.

Please refer Pg. 6 of this NIT for conditions related to Taxes & Duties w.r.t. 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).

7. **Payment of Bonus:** Not Applicable.
8. **Payment Terms:**
 - a) Part Payments on Running Bills / 100% payment on Final Bill shall be made to the contractor based on quantity of work executed and subsequent acceptance & certification of the bills by Contract Executing Officer.
 - b) TDS at applicable rate will be deducted from the bills as per Income Tax rules, GST rules and other statutory requirements.
 - c) No advance payment will be made in respect to the contract.
 - d) All payments to the Contractor shall be made through NEFT.
9. **Penalty:** In the event of not attending the breakdown calls within 24 hrs of intimation, a penalty for downtime @ Rs. 500/- per hour basis shall be charged for the delayed period after 24 hrs. Penalty amount so determined along with GST if applicable thereon shall be recovered.

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2.1 (B) Conditions related to Taxes and Duties w.r.t. 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 / leviable 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.
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. Penalty clause: Penalty amount determined as per penalty clause of the contract along with GST if applicable thereon shall be recovered.
11. Supplier shall mention their GSTN 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 GSTN 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.
12. A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

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NOTES:

1. The Demand Draft / Banker's Cheque / NEFT Receipt for Tender Cost and EMD (as applicable) are to be enclosed in Part-A (technical bid) cover. **Tenders submitted without EMD and/or Tender cost as stipulated will be rejected.**
2. The agencies are advised to visit the work site with prior notice to understand the nature/ quantum or work in its true perspective to avoid any kind of misunderstanding.
3. A tender may be rejected during scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract. BHEL also reserves the right to reject any/all tenders in part or in full without assigning any reasons.
4. The tender documents may also be submitted through post/ speed post/ courier so as to reach within the stipulated date and time. The same shall also to be sent to above address. However, it should be noted that BHEL will not be responsible for any postal delay / non-delivery of item.
5. Tender will be finalised on lowest cost to BHEL. In the Price Bid, tenderers should quote their tender percentage in terms of Excess / Less / At Par with estimate amount. The tender percentage (%) thus quoted will be uniformly applicable for all the line items. **Any conditional offer is not acceptable.**
6. Price Bids will be opened only for those tenderers who are found to be technically qualified in Part-A i.e., Techno-Commercial Bid.
7. L1 vendor will be evaluated on the basis of overall considered value.
8. 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. Agency to raise invoice in line with GST rules for processing of bill.
9. **Contractor shall provide valid E-mail id and all the communication made to that email id shall be treated as official correspondence.**
10. 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 or is not interested for the work. 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.
11. 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 as mentioned in clause 10.
12. **If any agency is found to have submitted fake documents during our verification, his offer shall be treated as disqualified and suitable action will be taken as per extant rules of BHEL.**

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13. **Documents submitted with the offer shall be signed and stamped in each page by the bidder / authorized representative of the bidder.**
14. **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-B) 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.

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2.2 INSTRUCTIONS TO TENDERER

- 2.2.1 Tender documents can be downloaded from BHEL web-site <http://www.bhel.com>. Those who are downloading the tender documents from web-site must also pay cost of tender documents in the form of Demand Draft / Banker's Cheque / NEFT, without which the tender will be summarily rejected.
- 2.2.2 Tenders are invited in **Two-Part Bid system**. Therefore, the tender documents consist of two parts i.e., Part-A (Techno-Commercial Bid) and Part-B (Price Bid).
- 2.2.3 Part-A i.e., Techno Commercial Bid and General Terms and Conditions shall be attached to Techno-Commercial Offer with signature of the tenderer at the bottom of each page as a token of acceptance. The tenderer shall expressly accept all the terms and conditions of the Tender. **The tenderer shall not indicate the price or rate anywhere in the Techno-Commercial Bid.**
- 2.2.4 Part-B i.e., Price Bid should not carry any conditions. Price / rate / % should be quoted in clear terms in the format given by BHEL. The price / rate / % should be quoted in figures as well as in words.
- 2.2.5 The tenderers, before making the offer, are advised to carefully go through the terms and conditions, which form part of the Agreement.
- 2.2.6 **The tenderer shall submit the tender documents intact without detaching any page(s). Each and every page of tender documents (both Part 'A' & Part 'B') should be stamped & signed by the tenderer.**
- 2.2.7 **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.**
- 2.2.8 **The tenderer should clearly mention his name & address either by writing or by putting stamp on the sealed envelopes.**

2.2.9 SUBMISSION OF TENDER IN TENDER BOX

- a) **Part-A & Part-B of the tender documents duly sealed in separate envelopes and should be sealed in another envelope. All the envelopes should be clearly super scribed with Tender Enquiry No. HY/TA/E/OT-05/2021-22, dated 24.12.2021 (N0AUX00392) along with the part name i.e., Technical Bid / Price Bid / Common Sealed Cover.**
- b) Duly sealed envelopes containing tender documents should be deposited at the Vendor Complex, BHEL, R.C.Puram, Hyderabad-32 addressed to Addl. General Manager / TA, BHEL, R.C.Puram, Hyderabad-32 so as to reach **on or before 11:00 hrs. on 18.01.2022**. 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. Part 'A' of tender i.e., Techno-Commercial Bid will be opened at 13:00 hrs. on the same day in the presence of available tenderers or their representatives.

2.2.10 SUBMISSION OF TENDER BY E-MAIL

Tenders can also be submitted through email as per the instructions given below:

- a) **EMD and Tender Cost to be paid in the form of Electronic Fund Transfer (EFT)** to BHEL Account before the tender due date and copy of the EFT Acknowledgement to be submitted along with technical bid. The account details for EFT are given in pg. 14 (point no. 3.2.1) of the technical bid document.
- b) **The scanned copy of duly filled and signed tender documents to be sent separately to the following e-mail addresses on or before 11:00 hrs. on 18.01.2022:**
- Technical bid along with EFT Acknowledgements :** **technicalbid_hyd@bhel.in**
and other supporting documents.
- **Price Bid :** **pricebid_hyd@bhel.in**
- c) **Email subject** must clearly mention the tender notification no. as given below:
"Enquiry No. HY/TA/E/OT-05/2021-22, Date: 24.12.2021 (N0AUX00392)"

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- 2.2.11 For any further details, Sr. Engineer / Electrical-TA, BHEL, R.C.Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182597 / 23183585.
- 2.2.12 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.
- 2.2.13 BHEL reserves the right to reject the tender of a 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 in time, non-payment of ESI, PF contribution, non-payment of bonus) and backing out from contract after Reverse Auction or after receipt of LOI / entering into agreement etc.
- 2.2.14 **PRICE BID** - The tenderers are required to submit their quotation in the Price Bid format given along with the tender documents. The tender % should be quoted after careful study of the actual job requirement so that, contractor should not express any difficulty in execution of the contract after award.
- 2.2.15 The tenderer will be required to quote the tender % both in figures and words.
- 2.2.16 **VALIDITY OF RATES** - The rates quoted shall remain valid for 120 days from the date of opening of the Techno-Commercial bid.
- 2.2.17 **REVERSE AUCTION** : Reverse Auction shall not be conducted for this tender.
- 2.2.18 **DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:**
- i) 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 purchaser 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.
 - ii) 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
 - iii) 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.
- 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.
- 2.2.19 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages as per statute or BHEL Fair Wages (revised), whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.
- 2.2.20 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.
- 2.2.21 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.
- 2.2.22 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.

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- 2.2.23 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.
- 2.2.24 Tender document should be complete in all respects.
- 2.2.25 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.
- 2.2.26 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.
- 2.2.27 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- 2.2.28 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.
- 2.2.29 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.
- 2.2.30 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 HPEP for the contract purposes or to his e-mail address.
- 2.2.31 **SITE VISIT:**
- a. Before quoting, 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 labour 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.
 - b. 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 as a result of the inspection.
 - c. 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.
 - d. 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.

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3.0 GENERAL TERMS AND CONDITIONS

- i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable.
- ii) 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.
- iii) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.
- iv) The tenderer shall keep the contents of his tender and rates quoted by him confidential.
- v) 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
- vi) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

3.1 ELIGIBILITY CRITERIA

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 The tenderer shall also mention the GST Registration Number. Copy of the GST Registration Number allotment letter shall be submitted along with the tender documents
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.

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3.2 EARNEST MONEY DEPOSIT (EMD):

- 3.2.1 An amount of **Rs. 1,000/-** towards EMD shall be paid by NEFT or Demand Draft / Banker's cheque drawn on any nationalized / scheduled bank in favour 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 tenderer by BHEL shall not carry any interest.

Modes of Deposit:

- a) Banker's Cheque / Demand Draft in favour of BHEL (along with offer)
- b) Electronic Fund Transfer credited in BHEL account (Before opening of Tender).

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, Hyderabad – 502032
Account Number :	62048154115
Account Type :	Current A/c
Bank IFSC Code :	SBIN0020075
Bank MICR Code :	500002370

- 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 by the tenderer will be forfeited if:
- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modifications in his tender which is not acceptable to BHEL.
 - The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/ Contract/ 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.

3.3 SECURITY DEPOSIT (SD):

- 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer.
Total amount of Security Deposit will be 5% of the contract value.
- 3.3.2 EMD of the successful tenderer shall be converted and adjusted towards the required amount of SD.
- 3.3.3 **No interest shall be payable by BHEL on Earnest Money Deposit (EMD) or Security Deposit (SD) or any amount due to the contractor by BHEL.**
- 3.3.4 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.

SIGNATURE OF TENDERER

3.3.5 Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft in favour of BHEL.
- iii) 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 should be in BHEL approved format.
- iv) 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.
- v) Securities available from India Post such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
- 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, including the EMD, should be deposited before start of the work and the balance 50% will be recovered from the running bills.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (v) 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.

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

3.3.7 REFUND OF SECURITY DEPOSIT: The Security Deposit will be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract and certification of successful completion of the contract. Security Deposit will be refunded 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.

3.4 STATUTORY REQUIREMENTS:

3.4.1 The Contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032.

3.5 MANPOWER:

3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 and more than 60 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 workmen.

3.5.3 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.

3.5.4 The contractor shall have full control over his workmen 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.

SIGNATURE OF TENDERER

- 3.5.5 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.
- 3.5.6 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.
- 3.5.7 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 workmen happen to be operating / working. In the event of any of the workmen 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 (A) 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.

3.5 (B) 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(l) of the Employee's Compensation Act, 1923.

3.6 PERIOD OF CONTRACT

- (i) The contract period shall be **two (2) years** from the date of commencement.
- (ii) Subject to satisfactory execution and mutual consent of BHEL & the contractor, the contract may be extended with the same rates, terms & conditions.
- (iii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

SIGNATURE OF TENDERER

3.7 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.

3.8 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 based on quantity of work executed and 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.
- (ii) **Price Variation Clause (PVC):** Price Variation is **not applicable** for this contract. The prices quoted by the contractor shall remain firm for the entire period of contract. Contractor should anticipate any related hike / fall and quote accordingly.
- (iii) **Over Run Compensation (ORC):** Not applicable for this contract.

3.9 SUB-CONTRACTING

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

3.10 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.

3.11 LEGAL JURISDICTION:

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 R.C.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.

3.12 BHEL FRAUD PREVENTION POLICY:

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.

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3.13 ARBITRATION & CONCILIATION:

CONCILIATION: The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract agreement, 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-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this Agreement / Contract etc.

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure -----to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure -----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 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 Head of the BHEL Unit / Region / Division issuing the Contract.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be 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 above, the Courts at Sangareddy 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)/2012-DPE(GM)/FTS-1835 dated 22.05.2018.

SIGNATURE OF TENDERER

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 BHEL, R.C.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.
- 4.3 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.
- 4.4 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.
- 4.5 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. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.6 The Contractor shall inform his GST & PAN Registration Number to BHEL. The contractor must comply with the Terms & Conditions w.r.t GST. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.
- 4.7 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.
- 4.8 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.9 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.
- 4.10 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.
- 4.11 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.

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- 4.12 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.
- 4.13 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.
- 4.14 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.15 All the Terms and Conditions as mentioned in NIT and Work Order will also form a part of the Agreement.
- 4.16 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.
- 4.17 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.
- 4.18 The contractor shall be wholly responsible for the behaviour of the workmen at the work place and outside, in the BHEL premises.
- 4.19 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.
- 4.20 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.
- 4.21 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.22 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 CONTRACT WORK DESCRIPTION:

Contract period	Two (2) years from date of commencement.
Name of Work	Non-comprehensive AMC for 2 nos. DG sets in township for a period of two (2) years.

Sl. No.	SAC Code	Description	Unit	Qty.
(1)	(2)	(3)	(4)	(5)
1		Attending once in a month for necessary inspection, general maintenance services etc. of the Diesel Generator sets for trouble free operation throughout the contract period; including immediate attending to breakdowns, oil services, belt tensioning etc. ; all complete as directed by Engineer-in-charge.		
a)	998717	250 kVA Diesel Generator Set at SS-6 for General Hospital (Kirloskar make)	Month	24
b)	998717	250 kVA Diesel Generator Set at SS-2 for Guest House (Cummins-Powerica make)	Month	24

SIGNATURE OF TENDERER

BRIEF SCOPE OF WORK:**ENGINE:**

- 1) Thorough inspection of engine lubricating system, water/coolant circulatory system, air intake system and electrical system.
- 2) Checking of engine oil level, top up if required.
- 3) Cleaning the engine with a dry clean cloth.
- 4) Cleaning of radiator
- 5) Checking the oil level in the oil bath air cleaner and replacing the oil if required.
- 6) Checking of charging alternator/ fan belt tension and maintaining the deflection within 8-10 mm at the centre. (in case of electric start).
- 7) Checking the total electric circuit if the engine.
- 8) External cleaning of the cylinder heads, liners and lube oil cooler fins.
- 9) Draining the fuel filter bowls to remove sediments and water if required.
- 10) Checking of battery electrolyte and topping up with distilled water if necessary.
- 11) Cleaning of battery terminals and applying petroleum jelly.
- 12) Checking of self-starter and charging alternator for proper functioning.
- 13) Checking and tightening of all external fasteners, hose connections, lube & fuel connections.
- 14) Greasing & maintenance of ball bearings
- 15) Cleaning the button filter.
- 16) Change of oil filters subject to 500 hours of engine running or six months whichever is earlier.
- 17) Cleaning of air filter assembly for every 250 hours of operation and changing at 600 hours.
- 18) Replacement of all external rubber parts for every six months.
- 19) Checking and adjusting of Inlet / Exhaust valve clearances for every 750 hours of operation.
- 20) Checking for any oil/fuel/water leakages in the engine and rectifying.
- 21) Checking & adjusting all engine parameters and ensuring efficiency & trouble free performance.

MAIN ALTERNATOR:

- 1) Checking of main terminals and other wirings for any loose connections and rectifying.
- 2) Checking of all fasteners and tighten if required.
- 3) Checking of bedding / length of carbon brushes and change if necessary.
- 4) Checking of alternator alignment with engine.
- 5) Checking of slip-ring for any pitting – polish in case of wear & tear.
- 6) Cleaning of the main alternator blower and dry cloth.
- 7) Greasing of bearings if required.
- 8) Checking & adjusting all generator parameters

--- X ---

SIGNATURE OF TENDERER

CONDITIONS for AMC of DG SETS

- a) The contract is for periodic inspection, breakdown rectification, servicing & maintenance of diesel engine, alternator and AMF panel for the DG sets in township.
- b) Periodic maintenance & general services in a year at equally spaced intervals (not exceeding one month) shall be carried out for each of the DG sets.
- c) Oil servicing shall be carried out once in a year or whenever required at the discretion of BHEL.
- d) AMC shall cover minor breakdowns, valve settings, belt tensioning, general check-ups, checking oil level and radiator water level with coolant additive etc.
- e) All necessary tools, instruments, cleaning consumables, grease etc. shall be in the scope of contractor.
- f) Consumables such as coolant, engine oil will be paid extra on submission of original Invoice/ cash bill and certification of Contract executing officer or otherwise shall be made available by BHEL.
- g) Spare parts for engine, alternator & AMF panel will be paid extra on submission of original Invoice/ cash bill and certification of Contract executing officer or otherwise shall be made available by BHEL. Replacement of spare part shall be carried out by the contractor.
- h) The scope of work excludes major modification/ reconditioning of engine, cutting/welding, machining, radiator works, overhauling/rewinding of alternator.
- i) The annual maintenance chargers will be paid once in a month on pro-rata basis after completion of each service.
- j) No limits on breakdown visit. **Breakdown calls if any must be attended within 24 hrs. of intimation.**
- k) Preventive / breakdown work report shall be prepared by the contractor for each visit indicating the works carried out and to be submitted to the Contract executing officer for certification.
- l) The contractor must carry out the preventive inspection, maintenance, services and breakdown rectification by trained and qualified personnel.
- m) The bidder may inspect the DG sets before quoting for the tender.

SIGNATURE OF TENDERER

6-A) TECHNO-COMMERCIAL BID APPLICATION

To,
Bharat Heavy Electricals Limited
H.P.E.P., R.C.PURAM,
HYDEDRABAD – 32.

Dear Sir,

I / We hereby offer to carry out the work '**Non-comprehensive AMC for 2 nos. DG sets in township for a period of two (2) years**' against Tender Enquiry No. HY/TA/E/OT-05/2021-22, dated 24.12.2021.

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. Pre-Qualification Requirements 3. Important Terms & Conditions of the Tender 4. Conditions related to Taxes & Duties w.r.t. GST 5. Instructions to Tenderer 6. General terms and conditions 7. Eligibility Criteria 8. Earnest Money Deposit (EMD) 9. Security Deposit (SD) 10. Statutory Requirement 11. Manpower 12. Safety 13. Compensation in case of death / permanent incapacitation 14. Period of Contract 15. Failure to comply with Contract 16. Payment to the Contractor 17. Sub-contracting 18. Laws governing the Contract 19. Legal Jurisdiction 20. Duties & Responsibilities of the Contractor 21. BHEL Fraud Prevention Policy 22. Arbitration & Conciliation 23. Contract Work Description 24. Techno-Commercial Bid Application 25. Special Terms & Conditions of Contract 26. Evaluation of Price Bid 27. Pro-forma for Price Bid (Unpriced) 28. Declaration by Contractor |  | <p>(Part – A)</p> |
| <ol style="list-style-type: none"> 29. Price Bid Format | | <p>(Part – B)</p> |

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

Signature of Tenderer with stamp

SIGNATURE OF TENDERER

PART - A**TECHNICAL BID - I**Tender Enquiry No. : **HY/TA/E/OT-05/2021-22**, dated **24.12.2021** (N0AUX00392)**Details of the Contractor:**

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

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

- d) Is any relative of tenderer employed in BHEL? (Yes / No)
(If yes, furnish the details below):

<u>Name</u>	<u>Staff no.</u>	<u>Location / Area</u>

Signature of the Tenderer with stamp

Date:

SIGNATURE OF TENDERER

TECHNICAL BID – II (to be filled by tenderer)

1.	Name of the Contractor / Firm	:	
2.	a. Address -----→	:	
	b. Contact No(s).	:	
	c. Valid E-mail ID	:	
3.	Particulars for EMD & Tender Cost (refer clause 3.2 of this NIT)		
	a. Details of Demand Draft / Banker's Cheque / NEFT for EMD	:	
	b. Details of Demand Draft / Banker's Cheque / NEFT for Tender Cost	:	
4.	Work Experience (as per pre-qualification criteria to be enclosed)	:	YES / NO
5.	Financial turnover for preceding three years duly certified by qualified chartered accountant.	:	YES / NO
6.	ESI Code No. (copy of ESI code allotment letter from ESI authority to be enclosed)	:	YES / NO Registration No. :
7.	PAN No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	YES / NO Registration No. :
8.	GST No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	YES / NO Registration No. :
9.	Have you quoted rates for all the activities as indicated in the price bid?	:	YES / NO
10.	National Electronic Fund Transfer (NEFT) form duly filled to be submitted if <u>new tenderer</u> to BHEL	:	Enclosed ☐ / Not Enclosed ☐

- Note:
- Self-attested photocopy** wherever applicable should be attached in support of above.
 - Please note that non-submission / 'not available' / 'NO' for any/all of the sl. nos. 4 to 10, will lead to rejection of the bid.

SIGNATURE OF TENDERER

6-B) SPECIAL TERMS & CONDITIONS OF CONTRACT

- i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.
- ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.
- iii. The quantity will be counted, measured and weighed and certified by the authorized persons.
- iv. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.
- v. The payment will be as per actual quantity prepared, executed and accounted.
- vi. 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.
- vii. On completion of contract, the contractor may be issued an experience certificate as per company rules.

6-C) EVALUATION OF PRICE BID

- i. A single rate must be quoted for each category mentioned in the Price Bid Proforma.
- 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. **Evaluation in case of more than one L1 bidder:**

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

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

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

- iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL R.C.Puram and quote rates taking into account all aspects of contract.

6-D) PROFORMA FOR PRICE BID

The tenderers are required to quote their tender on %age basis at excess or less or on par with estimated value in the table provided in price bid.

Tender %	In words	Figures
Excess	*****	***
Less	*****	***
On par with Estimate	*****	***

SIGNATURE OF TENDERER

7.0 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 I 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 :

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 R.C.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 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 R.C.Puram Unit.
 - c. The Contract Executing officer shall take necessary action against the contractor to short close the contract and black list the contractor.

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. Before any conductor or apparatus is handled, adequate precaution shall be taken, by earthing or other suitable means to discharge electrically such conductor or apparatus.
3. Person who is working on an electric supply line or apparatus shall be provided with tools, instruments such as line testers, multi-meter, tongue tester, megger and safety equipment such as gloves, rubber shoes, safety belts, ladders, earthing devices, helmets and the like for protecting him from mechanical or electrical injury.
4. No person shall work on the live circuit without the express orders of the supervisor. It shall be made sure that all safety precautions have been taken and the person is accompanied by a second person competent to render First Aid and Artificial Respiration.
5. The contractor shall keep a supervisor always at work site.
6. Power shut down shall be taken before commencement of the work wherever power cables are running.
7. Proper and necessary tools are to be used for carrying out all types of works.
8. The contractor is responsible for providing of necessary safety equipment such as helmets, gloves, rubber shoes, safety belts, ladders, earthing devices etc. to carry out the work safely.

- X – X – X – X -

SIGNATURE OF TENDERER

Annexure-A**[New Vendors to furnish this mandate on their Letter Head.]**

To,

Dy. Manager/Finance - Cash Management
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad – 502 032.

Dear Sir,

Sub: **Details for National Electronic Fund Transfer (NEFT)** – Reg.

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) :
(if available)
- B. Beneficiary (Name as per PO/SCO) :
- C. PAN of Beneficiary :
- D. GSTIN 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 (9 digit) :
- L. IFSC for NEFT (11 char.) :
- M. IFSC for RTGS (if different from L) :

Thanking you,

Signature (With Seal)

Name :

Address :

This is certified that the particulars furnished above are correct as per our records.

Date:-

(Signature of authorized official of bank)
With Bank Stamp

Annexure-B

(Format for CA Certificate to be submitted by MSE supplier where the deemed validity of EM-II is over)
Ref. point no. 14 at pg. 8 of this NIT.

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) Dated:, Category:
 (Micro/Small)). (Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as on
 date..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises: Investment in plant & machinery** (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, 2006:

Rs. Lacs

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

Rs. Lacs

The above investment of Rs. Lacs is within permissible limit of Rs..... Lacs for
 Micro / Small (strike off which is not applicable) Category under MSMED Act, 2006.

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant

Annexure-C**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.

SIGNATURE OF TENDERER

11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

SIGNATURE OF TENDERER

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

- On the date of signing of the Settlement agreement by the Parties; or,
- 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,
- 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,
- 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,
- On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

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

Sl.	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. : Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. : Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. : Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on 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 Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

SIGNATURE OF TENDERER

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.
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.

SIGNATURE OF TENDERER

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES

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

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

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

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

FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

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

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

SIGNATURE OF TENDERER

FORMAT-8
FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC

To,
 BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE**
CONTRACT BY A STAKEHOLDER

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

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU / Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU / Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
 Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT-9

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT
OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S)**
ABOUT APPOINTMENT OF CONCILIATOR/IEC

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

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

- a)
 b)
 c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.
 Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.