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NOTICE INVITING TENDER

Tenders is invited in offline mode in two-part bids (Part-I, Techno Commercial Bid) & (Part-II, Price Bid) against tender "Open Tender Enquiry No. 202400151 Dated 07.6.2024 to reputed & experienced bidders/contractors for the execution of services i.e. **"Hiring of A/C Rooms in Hotel/Guest House at Rudrapur Town on 24X7 Basis with common dining cum meeting hall for 5 Years Period as per tender documents."** as per detailed scope defined in above referred tender by the undersigned on the behalf of **BHARAT HEAVY ELECTRICALS LIMITED** hereafter referred as **BHEL** as per the tender document.


Following salient points relevant to the tender may please be noted.

Salient Features of NIT:


Sl. No.	Issue	Description
1	Issue of Tender Documents	As per NIT.
2	Last Date and Time of Offer Submission	28.06.2024 at 14:00 PM
3	Opening of Tender	28.06.2024 at 15:00 PM
4	Submission of offer	<p><i>Offers are invited in Hard Copy System Only thorough Courier, Post or by hand.</i></p> <p>The bids shall be addressed to the below mentioned addressee and shall be submitted / dropped in the Tender box placed at the reception of the New Administrative Block of</p> <p>TENDER BOX NEW ADMINISTRATIVE BLOCK COMPONENT FABRICATION PLANT, RUDRAPUR, (UDHAMSINGH NAGAR) UTTARAKHAND – 263153</p> <p>MATERIALS MANAGEMENT DEPT. BHARAT HEAVY ELECTRICALS LIMITED COMPONENT FABRICATION PLANT RUDRAPUR, (UDHAM SINGH NAGAR) UTTARAKHAND – 263153</p>

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		(Offer received in any other mode like email etc. shall not be entertained)
5	Corrigendum / Addendum	All corrigendum/addendum in subject NIT shall be updated on BHEL Site www.bhel.com . No Press advertisement in this regard shall be published in any newspaper. Bidders are requested to visit above websites on regular intervals to get latest updates.
6	Document Cost	NIL
7	EMD Value	Not Applicable
8	Turn Over & Experience	No Exemption allowed for MSE/NSIC/START UP bidders for Turn Over & Experience Criteria.
9	Pre-Bid Meeting	Not Required
<p>The tender should be submitted in Two Separate sealed covers, First envelop Super scribing "Techno-Commercial bid" & Second Envelop super scribing " Price Bid".</p> <p>These Two envelopes will be put in a larger envelope and written on this larger envelope "TECHNO – COMMERCIAL/ PRICE BID FOR TENDER No 202400151 OF HIRING OF A/C ROOMS IN HOTEL/GUEST HOUSE AT RUDRAPUR TOWN ON 24X7 BASIS WITH COMMON DINING CUM MEETING HALL FOR 5 YEARS PERIOD"</p>		
10	(First Envelope) TECHNO COMMERCIAL BID	1. ANNEXURE I TERMS & CONDITIONS 2. ANNEXURE-II TECHNICAL SPECIFICATION 3. ANNEXURE III BOQ 4. Pre-Qualification Requirements (PQR) 5. STC 6. ANNEXURE-K Remarks: Techno-Commercial Bid (First Envelope) All tender documents signed and stamped should be kept along with Part-I bid.
11	(Second Envelope) PRICE BID	1. Price Bid (Annexure-IV) Remarks: Price Bid (Second Envelope)

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12	Award of Contract	Work order shall be awarded to bidder who meet Pre-qualification requirement, and techno-commercially qualified and quotes "lowest landed cost to BHEL" subject to BHEL acceptance.
13	Contact Persons from BHEL	<p>Following officials may be contacted for any clarifications in subject tender.</p> <p>1. Mr. Ashraf Rahman Idrisi, Sr. Manager /MM, Ph No. 05944-257220 Mob: 9758888682 E-Mail: ar.idrisi@bhel.in</p> <p>2. Mr. Vipul Kumar, Engineer/MM, 05944-257 208/ vipul@bhel.in/Mob: 8979773700</p>
14	PVC Clause	PVC not applicable for first two years and PVC applicable next three years as per Annexure-III.
15	Security Deposit	<p>Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.</p> <p>The total amount of Security Deposit will be 5% of the contract value.</p> <p>Modes of deposit:</p> <p>Security Deposit of 5% of the contract value may be accepted in the following forms:</p> <p>i)Cash (as permissible under the extant Income Tax Act)</p> <p>ii)Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>iii)Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.</p> <p>iv)Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of</p>


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	<p>the Contractor, a/c BHEL)</p> <p>v)Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)</p> <p>vi) Insurance Surety Bonds</p> <p>(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)</p> <p>“In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder”</p> <p>If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.</p> <p>The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.</p>
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Bank Account Details for Security Deposition (After Award of Work Order)

For Electronic Fund Transfer the details are as below:-

- a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited
- b) **Bank Particulars**

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i).	Bank Name :-	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code):-	'05944 - 247678 / 247646/ 243843
iii).	Branch Address:-	INDIRA CHORAHA ,RUDRAPUR,U.S PIN-263153
iv).	Bank Fax No. (with STD code) :-	05944 - 243454
v).	9 Digit MICR Code of the Bank Branch	263002001
vi).	Bank Account Number :-	10672521208
vii).	Bank Account Type :-	CASH CREDIT
viii).	11 Digit IFSC Code of Beneficiary	SBIN0000708

Additional Terms and Conditions:

a) Risk Purchase Clause-Risk Purchase Clause: If the supplier fails to deliver the whole or any part of the goods or services within the stipulated delivery period mentioned in the Purchase order, BHEL shall be entitled to terminate the contract and to purchase the same or "the best and the nearest available substitute" from elsewhere at the risk and cost of the seller either the whole or any part of the goods/Services. In case of deviation or non-acceptance of Risk Purchase clause, offer shall be liable for rejection. Risk & Cost Amount payable by Supplier or recoveries in-lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with BHEL against the same or any other contract or may be adjusted against dues payable to supplier by BHEL against other purchase orders/contracts/work orders etc. by any unit/region etc. of BHEL. Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5


In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

b) Suspension of Business Dealings-Action shall be taken as per extant BHEL

"Guidelines for Suspension of Business Dealings with Suppliers/Contractors AA/MM/SB/01 Rev.02 Dated 22.07.2016" against Supplier as well their agents who either fail to perform or are in default without any reasonable cause like force majeure, cause loss of business/money/reputation, indulge in


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malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding processor influence the price, tempering with tender process etc. Further details in this regard can be accessed through BHEL website www.bhel.com

c) Fraud Prevention Policy-The Bidder along with its associate/ collaborators/ sub-contractors/ sub vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

d) Cancellation of Contract-In the event of non-performance of the contract by the supplier within specified delivery period, BHEL reserves the right to cancel the work order with issue of a written notice through e-mail/postal etc. BHEL would provide a curing period of not more than 15 days for the supplier to rectify the situation without any prejudice to terms and conditions mentioned in Purchase order/Framework Agreement. If situation is not rectified within notice period after issuance of notice, BHEL shall be free to execute Risk purchase in addition to invoking of CEBG and other legal remedies.

e) Arbitration-In case amicable settlement is not reached between the Parties, in respect of any dispute or difference or claim or controversy arising out of the formation, breach, termination, validity or execution of the Contract(or Agreement) 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 or controversy of claim, (except as to any matters, the decision of which is specifically provided for therein) to the sole arbitration by the arbitrator appointed by Head/In-Charge of the BHEL Unit/Division/Region. b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties to the dispute. c) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India), or other statutory modifications of re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Component Fabrication Plant, Rudrapur, Distt. Udham Singh Nagar, Uttarakhand. d) In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: e) In the event any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of Public enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. f) Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Supplier shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner.

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f) Conciliation Clause:

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

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.


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

The **Annexure K** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the NIT

g) Jurisdiction-Suits or any matter arising out of the PO shall be settled in Rudrapur, Uttarakhand, India courts. All Contracts shall be under jurisdiction of Indian Courts only.



BHEL RUDRAPUR



STC (Special Terms & Conditions) For Tender Enquiry No 202400151
(HIRING OF AC ROOMS IN HOTEL/GUEST HOUSE AT
RUDRAPUR FOR 5 YEARS PERIOD)

1. Distance of Hotel/Guest House should be within radius of 8 KM from ICH Rudrapur Post office (Main Post Office) from either side. **(Determination by Google Maps)**
2. The bids are invited in two parts. The price bid of only those bidders will be opened whose technical cum commercial bid is found suitable by the Committee of BHEL, who will visit the facilities to be offered and inspect the rooms/facility.
3. The date of opening of price bids will be separately informed to parties qualifying in technical cum commercial bids based on recommendation of BHEL Tender Committee.
4. **The bid not submitted in two parts will be summarily rejected.**
5. Taxes & Duties etc. shall be payable extra at actuals.
6. All Entries in the tender documents should be in one ink. Erasing and over writing is not permitted All cancellations and insertions should be duly signed by the tenderer concerned.
7. Bidders are requested to read all attached tender documents as per NIT and submit signed and sealed copy of all attached NIT and tender documents as a proof of acceptance.
8. **PQR: As attached in tender documents. (No Exemption for MSE/Start-up Bidders in turnover & Experience)**
9. **Payment Terms: As per Annexure I**

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in

No overdue interest shall be payable by BHEL.

10. Penalty Clause: Applicable, As per Annexure I

11. Bid currency: Bid currency shall be INR. Hence, all rates shall be quoted in INR.

12. Bid Offer Validity: 120 Days.

13. If any bidder mentions prices anywhere in Technical Bid/PQR (Other than Price Bid), he will be responsible for consequences of thereof and such bids are liable to be rejected.

14. Reverse Auction: No Reverse Auction will be conducted for this Tender.

15. Tender Evaluation shall be done on overall cost basis.

16. Sub: Conflict of Interest among Bidders/ Agents

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

14. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without

Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.




(BHEL RUDRAPUR)

Pre-Qualification Requirements					
Tender No		Tender Name :		Guest House Facility	
SL. NO	Name and Description of the Pre-qualification Criteria				
1	Bidder should unconditionally accept and comply with BHEL's terms and conditions of the NIT including all Annexures				
2	Bidder should deposit EMD as specified in the NIT				
3	Technical				
	Bidder who wish to participate should have:				
	Experience of having successfully 'Satisfactorily Completed' Similar Works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:				
	A	Three (03) similar works each costing not less than the basic amount equal to	Rs.	15.62	Lakh
	or				
	B	Two (02) similar works each costing not less than the basic amount equal to	Rs.	19.53	Lakh
	or				
C	One (01) similar work costing not less than basic amount equal to	Rs.	31.25	Lakh	
4	Financial				
	A	TURNOVER: Bidders must have achieved an average annual financial turnover (Audited/CA issued) of Rs. 11.72 Lakh or more over last three Financial Years (FY) i.e. (2023-24, 2022-23, 2021-22 Bidder shall submit audited accounts (balance sheets and profit & loss account) in support of this.			
	In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three				
	B	Net worth: Net worth of the Bidder based on the latest Audited Accounts as furnished for "4A" above should be positive Net Worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies). in the last three financial years defined in '4A' above based on latest Audited accounts.			
	C	Profit: Bidder should have earned cash profit in any one of the three financial years as applicable Profit shall be NET profit (PAT +Non cash expenditure viz. depreciation) earned during any one of the three financial years as in '4A' above			
5	Assessment of Tender Committee regarding the property meeting the Technical Specifications (Annexure II).				
Definition of similar work(s):			Nature of job related to Guest House/Transit Flat/Hotel		
Explanatory Notes for QR-4					
For QR '3' above the word 'Satisfactorily Completed' means the bidder should have achieved the Technical Criteria, specified in the QR (as in '3' above), even if the total contract has not been completed or closed.					
If the Qualifying work is executed in the last seven years' period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.					
BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.					



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

Annexure-I

TERMS & CONDITIONS

"Hiring of 05 Nos. A/c rooms with common dining cum meeting hall having arrangement of dining table and Sofa to sit 6-7 persons, each room comprising two beds, as per technical specifications given in tender documents & in Annexure-II, in hotel/ guest house in Rudrapur Town for 05 years' period. The rooms shall be for exclusive use of BHEL."

A. MISCELLANEOUS:

1. The Tender will be in 2 Part bids (Technical and Price bids). Price bids of only those parties will be opened, who are declared qualified in Technical bid.
2. The contract shall be awarded to single party on total L1 basis. The rates will remain firm for the entire contract period, with an annual uniform escalation equal to 3% of rate quoted by the party, after the expiry of initial 02 years of the contract.
3. The contractor should be registered with the appropriate authorities, necessary proof(s) of which should be produced with the technical document of the tender.
4. Contractor will have to produce NOC from Resident Welfare Association (if applicable), for operating/running the Guest House Services.

B. VALIDITY OF CONTRACT:

1. The contract will be valid initially for a period of 05 years from the date of its commencement, which could be extended further after the mutual consent of both the parties.

C. Documents for PAYMENT and Penalty Clause

1. **Payment Terms:** Payment shall be made on monthly basis after submission of GST invoice in duplicate with running / final bills. Payment against satisfactory completion of work shall be made through e-payment to the contractor's account as per below details

S.No.	Type of Bidder	Payment Terms (Number of Days)
1	Micro & small enterprises (MSEs)	45 Days
2	Medium Enterprises	60 Days
3	Non MSME	90 Days

2. The bill for the work completed will be presented to the HR Department, BHEL, Rudrapur every month. **Payment will be made through E-Payment mode only, within stipulated days of submission of correct and complete bills with all the necessary documents by the contractor.**
3. Following documents will be required to be enclosed with the monthly bill.
 - (a) Details of the Guest (Private/Official/ Company Guest)
 - (b) Voucher/ bill signed by the guests
 - (c) Deposit slip issued by the finance dept. showing the amount collected as rent by the contractor from private guests.
 - (d) Any other document(s) that may be required during the Contract period.
4. **Penalty/ LD Clause:** Failure to/ Delay in providing Guest House facility to BHEL will attract a penalty of Rs. 500 per day/per room. If the contractor does not provide any of the item as mentioned in Annexure II (Technical Specifications- Facilities mentioned in A & B) then a penalty of Rs. 100 per day will be charged.

D. TERMINATION OF THE CONTRACT:



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

1. If the contractor(s) fails or neglects or refuses to observe/performance any of the terms and conditions/obligations of/or under the contract, BHEL may without prejudice to other right terminate the contract without assigning any reason thereof and without any notice and recover from the contractor(s) any damages suffered by it on account of the failure, neglect, refusal, violation or any part thereof including the amount by which the cost of completing the work left by any other agency shall exceed the amount in the contractor in the contractor under this contract.
2. Any deviation with ulterior motive / manipulation of any sort during the tenancy of the contract shall be /will be considered as a breach of contract and the same will be liable for cancellation immediately without any advance notice.
3. Contract may also be terminated by BHEL on serving of an advance notice of one month without assigning any reasons thereof.
4. In case the contractor wants to terminate the contract, he will have to give an advance notice of 04 months to BHEL with proper justification. On acceptance by BHEL, the contract will terminate after the expiry of the notice period of 04 months or expiry of contract, whichever is earlier.

E. GENERAL TERMS AND CONDITIONS WHICH WILL BE PART OF CONTRACT AGREEMENT:

1. The contract shall be initially valid for a period of **05 (five) years**, which may be extended on same terms and conditions at the sole discretion of BHEL depending upon requirement of the company and the performance of the party.
2. BHEL shall pay monthly rent as agreed as per price bid and negotiation thereon. The charges so paid shall be inclusive of electricity & water charges & excluding GST.
3. **The guest house/hotel should be registered with Uttarakhand State tourism/Industry Department and have to attach the registration copy/copies with the technical bid of the tender.**
4. **If the proposed guest house is located in an area having Resident Welfare Association (RWA), NOC of RWA must be produced.**
5. The workers working in the pantry/kitchen, housekeeping/upkeep services should be well mannered and be free from any infectious disease. They would be in a proper uniform, to be supplied by the contractor at his own cost, at all times of duty.
6. The contractor must have all the Statutory Registrations/ licences/ NOCs that are required to run the guest house and must comply with all the provisions applicable on the guest house and the persons engaged in running the guest house.
7. The guest house/hotel shall be open for 24 (Twenty-four) hours daily on all days of the week (Seven days).
8. **The rooms taken on hire shall be used exclusively by BHEL.**
9. **In case BHEL decides to surrender any room (max. 2) out of 5 rooms envisaged in this tender, payment will not be made for the surrendered room(s) during the period such rooms are surrendered by BHEL. Such surrender will be done by giving 1 months' notice. BHEL has the option to re- occupy these rooms by giving one month's notice.**
10. The guest house provided by the contractor should always be in good condition and free from any deficiency in delivery of goods and services.



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

11. All liabilities connected to operation of Guest House shall be of the service provider.

F. **RECORDS TO BE MAINTAINED BY THE CONTRACTOR:**

1. Contractor to maintain separate register date wise for the Guests staying in the rooms. The Performa of register will be provided to the successful bidder.
2. Contractor needs to give proper receipt for food value charged to the BHEL's Guests. In case of the Company Guests (shall be informed by designated person of BHEL) food bill will be paid as per the tender rates by BHEL along with monthly bills.
3. Contractor needs to collect the staying charges from the Guest staying during their personal visit from the Guests as per the rates given by BHEL periodically. In case of Guests on Official Visit Credit Slip of stay charges as per the receipt Performa of BHEL to be given by the Contractor.

G. **JURISDICTION:**

All disputes claims/ arbitration or actions arising out of under or in connection with the contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Rudrapur.



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

Annexure-II

TECHNICAL SPECIFICATION

Major requirements for the Rooms in Guest House (part of technical bid, party has to sign confirming fulfilling the requirements & acceptance of terms & conditions)				
Sl. No.	Item name	Quantity in each room	Remarks	Offered by the party (Yes/ No)
A.	Each room (Minimum area: 120 Sq feet; Minimum dimension: 10 feet) and to consist of:	1	Minimum area: 120 Sq. feet; Minimum dimension: 10 feet	
1	Attached toilet/bathroom with all rooms	1	Attached toilet/bathroom with all rooms	
2	Single bed of good quality with provision of joining	2	In rooms	
3	Ward robe of good quality	1	In rooms	
4	Coffee table/ Centre table	1	In rooms	
5	Chair	1	In rooms	
6	Store cabinet	1	In rooms	
7	Dressing table/ Mirror (Min 2 feet X 4 feet)	1	In rooms	
8	Study Table	1	In rooms	
9	Geyser	1	In bathroom	
10	Mirror of good quality	1	In bathroom	
11	Mug of good quality	2	In bathroom	
12	Soap container	1	In bathroom	
13	Plastic Stool (Patara)	1	In bathroom	
14	Towel stand (Big & Small)	2	Common space	
15	Hanger of good quality	5	In rooms	
16	Shower	1	In bathroom	
17	Toilet soap liquid bottle (Dispenser)	Availability	In bathroom	
18	Buckets of good quality	2	In bathroom	
19	LED TV 32"	1	In rooms	
20	DTH/ Cable Network	1	In rooms	
21	Window AC / Centralized AC/Split AC	1	In Rooms	
22	Night lamp/ bulb	1	In rooms	
23	Tube light/ LED Bulb	2	In rooms	
24	Room Heater/ convector	1	In rooms	
25	Pillows (Fiber foam of 2" - 4")	2	In rooms	
26	Cotton Bedsheet Good quality	2	In rooms, change alternate day	
27	Blankets Good Quality (Soft Mink)/ AC quilt in Summer	2	In rooms. Additional quilt/ blanket to be supplied in winter if required.	
28	Mosquito repellent	1	In rooms	
29	Dust bins	1	In rooms	
30	Towels good quality (Big & small)	2	In rooms, change alternate day	
31	Bathing Soap	1	In rooms, change alternate day	
32	Tissue Paper Stand (with mini 10 T.P.)	1	In room	



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

COMMON FACILITIES:				
B				
1	RECEPTION	1	For registration of guests	
2	Common dining place/ restaurant	1	For dining purposes having good chairs/ tables	
3	Service boys	Availability	As per requirement	
4	Laundry facilities	Availability	As per requirement	
5	Tea/breakfast/lunch/dinner based on the rates as below.	Availability	Cost of the breakfast/lunch/dinner to be Please refer menu given.	
6	Parking space for 02 SUV vehicles	Availability	Provide space for secure parking of 02 SUV vehicles in close vicinity.	
7	Electrical Power back up	Availability	DG set for Power back up adequate for AC/ Geyser	
8	Arrangement for billing etc. as per BHEL system	Availability	Providing bills to guests as per notified BHEL rates for guest houses.	
9	Pantry/ kitchen	Availability	Lunch/ dinner/ breakfast	
10	Water purifier	Availability	For drinking water	
11	Refrigerator	Availability	For keeping water and food items cold/fresh	
12	Housekeeping / up keep services (Plumbing, Electrician etc.)	Daily & on requirement of Guest	Neat & clean rooms	
C	Note:			
1	Occupancy on single/twin sharing basis as decided by BHEL.			
2	Cost of meals (lunch/dinner/breakfast etc.) to be charged from the guests as per details given below.			
3	The above technical specifications are minimum qualifying criteria. Any higher or additional facility is acceptable.			
4	The approach Road must be at least 25 Feet wide in front of the Guest House.			
5	Committee from BHEL will physically visit the place and evaluate the above parameters including facility being offered as a part of Technical evaluation. In case the Guest House being offered by the bidder does not meet the above criteria, the committee may reject the bid.			
D	MENU FOR BREAKFAST/LUNCH/DINNER FOR GUESTS (WITHOUT ANY ADDITIONAL COST TO BHEL, COST OF THE BREAKFAST/MEAL TO BE CHARGED FROM GUESTS BY PARTY/CONTRACTOR.) EXCLUDING GST.			
1	Breakfast: Tea / Coffee with following on alternate basis continuity of same meal consecutively to be avoided.			Rs 40.00 per breakfast
	Omelet (2 eggs), Toast (2 Nos.), Butter, Jam or cornflakes with milk & sugar etc.			
or	Vegetable cutlett (2 Nos.) Toast (2 Nos.), Butter, Jam			
or	Aloo Paratha (02 No.), Curd, Sauce, Pickles (mixed)			
2	Meal: Chapati, plain/fry Dal, plain rice/fried rice/ pulao, Seasonal Vegetable sabzi, curd, Salad, Achar, One fruit/ sweet.			Rs 80.00 per meal
3	Tea			Rs. 10.00 Per Cup
4	Coffee			Rs. 20.00 Per Cup
Other meals based on the request of Guest may be served to the Guest on chargeable basis as per Menu rate. For the Company Guest such food charges will be borne by BHEL for which Party needs to take permission of designated official of BHEL, Rudrapur.				
E	OTHER REQUIREMENT			
1	GST Registration No. (Enclose a Copy)			
2	Registration with Tourism/ Industry Department of the Uttarakhand State for hotel/guest house/Sarai Act (Enclose a Copy)			



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

3	NOC from Resident Welfare Association (RWA) for running / operating Guest House Services, if applicable (Enclose a copy.)	
4	Acceptance for E-Payment	Yes
5	Acceptance to provide trained/qualified staff	Yes
6	Acceptance of all terms & Conditions of Contract by Signing & Stamping of all technical documents of Tender.	
7	Note: The party should submit all the documents mentioned in Sl. No. E, (1, 2, 3) & Acceptance/details for all concerned point.	
I undertake that the information given in this technical Bid is correct and in case found otherwise my bid may be rejected by BHEL.		

Seal and Signature of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

Annexure- III

05 NOS. A/C ROOMS (5 NOS ROOMS) BILL OF QUANTITY (BOQ)

Sl. No.	Particular	Rate/ Tariff/charge per room (single/ twin sharing basis) per day
1	HIRING OF A/C ROOMS IN HOTEL/GUEST HOUSE AT RUDRAPUR TOWN ON 24X7 BASIS WITH COMMON DINING CUM MEETING HALL WITH TECHNICAL SPECIFICATIONS GIVEN IN THE TENDER DOCUMENTS*.	Q

Note: - GST Extra as applicable.

*Rudrapur Town for this tender will mean area within a radius of 08 kms from the Main Post Office, Rudrapur in the district of U.S. Nagar, Uttarakhand (determination by Google Map).

I declare that I have read the tender document and all the terms & conditions mentioned therein are acceptable to me. Further I declare that the rates quoted by me is excluding GST & will remain unchanged for the complete contract period of Five years.

In case BHEL decides to surrender any room (max. 2) out of 5 rooms envisaged in this tender, payment will not be claimed for the surrendered room(s) during the period such rooms are surrendered by BHEL. BHEL will have the option to re- occupy these rooms by giving one month's notice

Price Variation Clause (PVC): For the first two years there will be no PVC. For the next three years the revised rates will be as given below:

Rate (3rd year) = 1.03Q; Rate (4th year) = 1.06Q; Rate (5th year) = 1.09Q

Seal and Signature of Bidder



BHARAT HEAVY ELECTRICALS LIMITED

COMPONENT FABRICATION PLANT-RUDRAPUR

PRICE BID

Annexure- IV

05 NOS. A/C ROOMS (5 NOS ROOMS)

Sl. No.	Particular	Rate/ Tariff/charge per room (single/ twin sharing basis) per day
1	HIRING OF A/C ROOMS IN HOTEL/GUEST HOUSE AT RUDRAPUR TOWN ON 24X7 BASIS WITH COMMON DINING CUM MEETING HALL WITH TECHNICAL SPECIFICATIONS GIVEN IN THE TENDER DOCUMENTS*.	

Note: - GST Extra as applicable.

*Rudrapur Town for this tender will mean area within a radius of 08 kms from the Main Post Office, Rudrapur in the district of U.S. Nagar, Uttarakhand (determination by Google Map).

I declare that I have read the tender document and all the terms & conditions mentioned therein are acceptable to me. Further I declare that the rates quoted by me is excluding GST & will remain unchanged for the complete contract period of Five years.

In case BHEL decides to surrender any room (max. 2) out of 5 rooms envisaged in this tender, payment will not be claimed for the surrendered room(s) during the period such rooms are surrendered by BHEL. BHEL will have the option to re- occupy these rooms by giving one month's notice

Price Variation Clause (PVC): For the first two years there will be no PVC. For the next three years the revised rates will be as given below:

Rate (3rd year) = 1.03Q; Rate (4th year) = 1.06Q; Rate (5th year) = 1.09Q

Seal and Signature of Bidder

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

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

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall

however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
- 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.
 - On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

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

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators -Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation</p> <p>i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p>
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p>

Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.

28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue

notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.

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

Format 2 to BHEL Conciliation Scheme, 2018

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI
UM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC

To,
BHEL

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

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

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

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

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

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

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor
Name, with designation
Date

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

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

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.*