

**BHARAT HEAVY ELECTRICALS LTD., BHOPAL**  
**(GAS & POWER PLANT DIVISION)**

**TENDER ENQ. No. : GPX/21/EN/08; Dt. 17.02.2022**

Sealed tenders are invited for "Turnaround inspection and maintenance of 02 Nos. Cooper (now IR) makes centrifugal air compressors Model No. TA48M30 M/C S.No. X12331 & X12332".

1. Tenders may be obtained from the office of AGM (GPX), BHEL, Bhopal or may also be downloaded from BHEL website [www.bhel.com](http://www.bhel.com)
2. Tender shall be submitted till 11.03.2022 up to 11:00 am.
3. Tenders will be opened on 11.03.2022 at 2:00 pm.
4. Tender cost of Rs 500/-, GST extra and Earnest Money Deposit (EMD) of Rs. 6000/- (GST extra) to be deposited only in electronic Mode/online. E-Payment option available on <https://bpl.bhel.com> under caption new link or <https://bpl.bhel.com/qcins/iccs.htm> and the deposit slips to be enclosed with technical Bid.
5. Eligibility of vendors will be strictly as per the clause Eligibility criteria/qualifying requirement of tender enquiry.

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

Manager (GPX)  
BHEL, BHOPAL



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड, भोपाल**  
**BHARAT HEAVY ELECTRICALS LIMITED**

Piplani, BHOPAL- 462021, INDIA

E-mail – [sunil\\_raghuvanshi@bhel.in](mailto:sunil_raghuvanshi@bhel.in)

Ref.No. GPX/6/2021-22/01

Date:- 17-02-2022

**TENDER ENQUIRY No. GPX-21-EN-08**

**TECHNO-COMMERCIAL BID (Part-I)**

Sub :- Turnaround inspection and maintenance of 02 Nos. Cooper (now IR) makes centrifugal air compressors Model No. TA48M30 M/C S.No. X12331 & X12332.

Dear Sir,

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

Duration of work	:	02 weeks (i.e 12 working days)
Last date of tender submission	:	11-03-2022 upto 11:00 am (Tender received after due date & time will not be accepted)
Date & time of tender opening	:	11-03-2022 at 2:00 pm
Place of tender submission	:	Tender room, administrative building, ground floor, BHEL Bhopal– 462021

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

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

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

**2.0 Eligibility criteria/ qualifying requirement:-**

Only those contractors meeting the PQC criteria (annexure-A) of BHEL Bhopal are eligible to apply. However, Startup/MSME contractors shall be relaxed & exempted from financial PQC criteria (prior turnover and previous work order amount) subject to meeting the quality & technical PQC criteria/specifications of BHEL Bhopal. The offer of contractors not meeting the PQC criteria (annexure-A) will not be considered and will be rejected.

**3.0 Tender terms:-**

- The tender should be valid for three months.
- BHEL, Bhopal reserves right to accept the tender in full or in part and tenderer shall be bound to perform the work as per amount quoted in tender.

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- c) If required, the tenderer may visit the site to assess the site conditions and volume of work to be physically executed before submitting the tender. Any claim or condition after submission of tender shall not be entertained.
- d) The other terms and conditions are as per Annexure-I, II, III, IV, V, VI & VII.
- e) MSME will get 100 % exemption in deposition of EMD. However, exemption shall be given only as per prevailing guidelines issued by GOI for MSME registered in Service Category.
- f) The BHEL, Bhopal does not bind themselves to accept the lowest or any tender or to give reason for their decision.
- g) Tenderer should submit all the documents as mentioned in Instructions along with offer. Offer received without the documents are likely to be rejected.
- h) In case of any terms and conditions are not acceptable to the tenderer, same should be clearly stated in the tender.
- i) The Tenderers are required to quote for the complete scope of work with the lowest possible rate. The Tenderers quoting for part of the work or incomplete in any respect are likely to be rejected.
- j) BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL

#### **4.0 Tender cost, Earnest Money Deposit (EMD) and security deposit :-**

**Note:-** Tender Cost/EMD/SD are to be deposited only in electronic Mode/online. E-Payment option available on <https://bpl.bhel.com> under caption new link or <https://bpl.bhel.com/qcins/iccs.htm> and the deposit slip to be enclosed with technical Bid.

- a) **Tender cost** of Rs. 500/- (GST extra) shall be deposited online and submit the proof of deposition along with the tender. Tender received without remittance of tender cost will not be considered further and will be rejected.
- b) **Earnest Money Deposit (EMD):-** of Rs. 6000/- (GST extra) shall be deposited online and submit the proof of deposition along with the tender. Tender received without remittance of EMD will not be considered further and will be rejected.

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

**Note:-** EMD by the Tenderer will be forfeited if:-

- i) After opening the tender, the tenderer revokes his tender within the validity period or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- c) **Security Deposit (SD) :-** will be collected from the successful tenderer @ 5% of contract value (50 % of SD before start of work and rest 50 % will be deducted from bills). The EMD of successful tenderer will be converted to SD. The SD deposited will be refunded after completion of work order and defect liability period of 1 month. EMD and SD do not carry any interest.

## **5.0 PF No., ESI No., GST No. & PAN No. :-**

The relevant copies of PF No., ESI No., GST No. & PAN No. shall be submitted with tender. In case, the successful tenderer does not have above further action will be taken as per BHEL rules and guidelines.

## **6.0 Compensation of Delay/ Penalty Clause: -**

In case the contractor does not carry out the contractual/statutory obligations and the general terms and conditions or the services rendered by him are found to be unsatisfactory, it will brought to his notice first to rectify the deficiency/ anomaly within specified time ( 3 days) failing which BHEL reserves the right to impose penalty (0.5% per week of contract value will be deducted after 3 days time, limited to maximum 10% of contract value) and/or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract and EMD will be forfeited. The remaining work may be awarded to any other suitable agency at risk and cost of contractor.

## **7.0 Risk & Cost Option:-**

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

## **8.0 Payment terms :-**

The payment will be made after satisfactory completion of work on submission of invoice to BHEL. Taxes (if any) shall be paid only when relevant bill/invoice bearing registration no. along with the receipt/challan copy of deposition of tax is submitted. In case of MSME payment within 45 days and for others 60 days. TDS under Income Tax Act shall be deducted as applicable from contractors 'bill'.

Note:- Any loss or delay in input tax credit (ITC) due to reasons attributable to contractor to be recovered from contractor with interest.

Enclosures :-

1. Un-Price bid
2. Tender checklist
3. Pre Qualifying Criteria (PQC Annexure-A)
4. Scope of work (Annexure-I)
5. General terms and conditions (annexure-II)
6. Contractual & legal obligations (annexure-III)
7. BHEL terms & conditions for Health Safety & Environment (annexure-IV)
8. GST Clause (Annexure-V)
9. Conciliation Clause (annexure-VI)
10. Bank format (annexure-VII)
11. Agreement format

All tender papers dully filled and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the tender.

For & on behalf of BHEL, Bhopal

(S. K. Raghuwanshi)  
Manager (GPX)

## **Price Bid (part-II)**

(Tender Enquiry No. GPX/21/EN/08; Dt.17/02/2022)

**Sub:-** Turnaround inspection and maintenance of 02 Nos. Cooper/IR make centrifugal air compressors Model No. TA48M30, M/C S. No. X12331 & X12332.

**Period of Contract** - **Two weeks (i.e. 12 working days)**

S.N.	Name of work	Rate (Rs.)	Quantity	Total amount (Rs.)
1	Turnaround inspection and maintenance of 02 Nos. Cooper/IR make centrifugal air compressors Model No. TA48M30, M/C S. No. X12331 & X12332, as per scope of work (annexure-I).		02 compressors	

Total amount in words: -

**Note: -**

1. GST will be paid extra as applicable
2. The quoted rate will remain fixed for the entire period of contract.
3. If there is any discrepancy in amount quoted in words & figures, then the amount in words will be considered as the quoted rate by the party.
4. Price bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of persons(s) signing the bid else bid shall be liable for rejection.
5. The bidder is not allowed to change price bid after the due date, within the validity period.
6. Discounts/revised offers given after Part-1 bid opening is not acceptable.
7. In case of tie the course of action is as below:-
  - a) In course of evaluation if more than one bidder happens to occupy L-1 status, then effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
  - b) In case if more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
  - c) Ranking will be done accordingly. BHEL's decision in such situation shall be final & binding.
8. The price bid should be duly sealed and signed.

Sign & seal of Contractor



# **BHARAT HEAVY ELECTRICAS LIMITED**

## **GAS & POWER PLANT DIVISION**

**Tender Enquiry No. : GPX/21/EN/08**

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

Date: 17.02.2022

Name of work: Turnaround inspection and maintenance of 02 Nos. Cooper (now IR) makes centrifugal air compressors Model No. TA48M30 M/C S.No. X12331 & X12332.

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

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

Name of the Contractor:

Full Address:

Contact person :

Phone / Fax:

Email id :

S. N.	Description	Contractor's Comment/Remark
1	Receipt of online deposition of tender cost of Rs. 500/-, GST extra to be submitted with techno-commercial offer	
2	Receipt of online deposition of EMD Rs. 6000/- GST extra or proof of deposition of one time EMD of Rs. 5 lakh, is to be enclosed with techno-commercial offer.	
3	PAN No. (copy to be enclosed with techno-commercial offer)	
4	GST No. (copy to be enclosed with techno-commercial offer)	
5	ESI CODE No. (copy to be enclosed with techno-commercial offer)	
6	PF CODE No. (copy to be enclosed with techno-commercial offer)	
7	Meeting eligibility criteria/ qualifying requirement as per para. 2.0 of tender enquiry.	
8	Validity of offer: 03 months from opening date of Techno-Commercial Bid	
9	Acceptance of security deposit clause.	
10	Acceptance of payment terms.	
11	Acceptance to all the terms and conditions as per Scope of Work (Annexure-I), General terms and conditions (annexure-II), Contractual & legal obligations (annexure-III), BHEL terms & conditions for Health Safety & Environment (annexure-IV), GST Clause (annexure-V) and Conciliation Clause (annexure-VI) & Agreement format.	

Signature & Seal of Contractor

**Pre-Qualifying Criteria**

(Tender Enquiry No. GPX-21-EN-08, dt. 17/02/2022)

**Name of work:-** Turnaround inspection and maintenance of 02 Nos. Cooper/IR make centrifugal air compressors Model No. TA48M30, M/C S. No. X12331 & X12332.

**A. Technical PQC**

1. Contractor may be OEM /OEM's authorized dealer or any Experienced agency.
2. Authorized dealer has to submit the authorization certificate from OEM along with the following undertaking from OEM, duly signed and sealed on the letter head of OEM with tender documents:

“We (Name of OEM), hereby undertake the full responsibility of the workmanship and quality of service supplied to M/s BHEL Bhopal for the work (Name of work) during contract period by M/s ..... (name of dealer).”

3. If the bidder is not OEM/ OEM's authorized dealer, then the bidder must have experience of “similar work” as per definition.
- 3.1. Contractor shall submit at least one copy of work order/purchase order along with work completion certificate/performance certificate of “similar work” completed in last 7 years ending last day of month previous to the one in which enquiry is invited.

**Similar Work Definition:** Experience of Maintenance/ Erection/ Installation/ Testing/ Commissioning of centrifugal air compressors of capacity 2000 CFM and above.

**B. Financial PQC**

- 1) Average annual financial turnover during last 3 years ending 31<sup>st</sup> March-2021 should be at least Rs 1.0 lakh.
- 2) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which enquiry is invited should be the either of the followings:
  - a) Three similar completed works costing not less than the amount Rs 1.2 Lakh/-
  - OR**
  - b) Two similar completed works costing not less than the amount Rs 1.5 Lakh/-
  - OR**
  - c) One similar completed works costing not less than the amount Rs 2.4 Lakh/-
- 3) Definition of “similar work” should be as per the Technical PQC.
- 4) Contractor shall submit copy of Profit & Loss account and Balance Sheet as proof of average Annual Turnover during last 3 years ending 31<sup>st</sup> March-2021.

## **Scope of Work**

**Sub:-** Turnaround inspection and maintenance of 02 Nos. Cooper (now IR) makes centrifugal air compressors Model No. TA48M30 M/C S.No. X12331 & X12332.

The Inspection/ maintenance work involves following activities: -

- 1) Review of compressor operational parameters like pressure, temperature, vibration, current etc. to find out abnormalities and setting values as recommended/required.
- 2) Main drive coupling cleaning, inspection & maintenance as required.
- 3) Check and carry out compressor and motor coupling alignment if required.
- 4) Inspection and lubrication/ maintenance of inlet guide vane, IGV actuator, bypass valve and check valve.
- 5) Inspection of bull gear thrust and journal bearing for wear and check thrust bearing axial clearance.
- 6) Inspection of bull gear & pinions for unusual sign of wear, cracked or broken teeth.
- 7) Inspection of pinion thrust collar for wear and check axial clearance between pinion thrust collar and bull gear.
- 8) Inspection/replacement of air and oil seals of different stages as required.
- 9) Cleaning & inspection of impeller & diffuser and measurement/setting of impeller to diffuser/inlet clearances.
- 10) Replacement of 2<sup>nd</sup> stage diffuser & sims and setting of clearances as required.
- 11) Inspection of the entire machine and maintenance/replacement of the other components/ parts if problem is identified during overhauling of the machine.
- 12) Trial run and performance monitoring of compressor after completion of all the above activities for at least two hours of operation on full load and submission of maintenance report.
- 13) Submission of recommend list of consumable spares to be stocked for regular maintenance and trouble free operation.

### **General terms & conditions:-**

- 1) Working hours will be 8 am to 5 pm.
- 2) All the spares, consumables and helper will be provided by BHEL Bhopal on free of cost basis.
- 3) Special tools and tackles required for the above job will be in contractor's scope.
- 4) The contractor shall strictly instruct his engineer/worker for safe working and provide required personal protective equipment to his manpower.
- 5) The contractor shall ensure payment of statutory prescribed minimum wages as recommended by BHEL.



**GENERAL TERMS AND CONDITIONS OF WORKS CONTRACT**

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

1. **Attendance record of contract workers** - "The contractor should maintain an Attendance Register against each work order in respect of the contract labourers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated. Also BHEL reserves the right to reject any labour technically unsuitable for the mentioned Job.
2. **Wage record of contract workers** - "The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7<sup>th</sup> of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers."
3. **Compliance of PF/ ESI deductions** - "The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15<sup>th</sup> and ESI by 21<sup>st</sup> of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department."
4. **ESI card based Labour Entry** - "Only those workers shall be allowed entry into Factory premises who have valid ESI card."
5. **Uniform, shoes & helmet for contract workers** - "In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract."
6. **Supervision of Contractor labour** - "The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility. "

7. **Contract labour accidents while at work:-**“In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.”
8. **Prohibition on influencing and interfering on behalf of contractor-**“The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group.”
9. **First and Final Bill to be cleared only after submission of Form VI A & VI B:**  
“Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any). “

10. **Force Majeure**

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

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

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

**BHARAT HEAVY ELECTRICALS LTD, BHOPAL**

**CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR**

**A) GENERAL CONDITIONS:**

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

8. Contractor shall submit following Certificate for each contract separately.

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

Signature of Contractor

**B) TOWARDS SELECTION, CONTROL & SUPERVISION OF EMPLOYEES:**

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

**C) SAFETY AND DISCIPLINARY ACTION:**

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

**D) TOWARDS STATUARY LIABILITIES:**

1. Contractor shall comply with statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to by the concerned authorities.
2. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.
3. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
4. Contractor shall ensure payment of ESI contributions under ESSI Act, 1948 and provide ESI member ship no. of each employees.
5. Contractor shall produce proof of deductions as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
6. Contractor shall furnish proper returns to the concerned statutory authorities.
7. Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done second/third shift, overtime , Sundays or on other declared holidays without written permission.
8. In case contractor employs women as he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules etc.
9. Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
10. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
11. Contractor to obtain insurance cover for his employees/equipments, tools & tackle etc. and take third party risk insurance coverage at his own cost, BHEL shall not responsible for any loss, damage, pilferage of his properly under employees.

12. Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 service tax and shall cover his employees under the said codes.
13. Contractor to obtain license CL (R&A) Act, 1970.
14. Contractor shall fully comply provision of various applicable labour provisions of the following enactments and other enactments as applicable for such contracts.
  - Contract Labour (R&A) Act 1970 and rules 1971.
  - Payment of wages Act.
  - Minimum Wages act 1948, M.P. Rules 1958.
  - Employees State Insurance Act 1948, Rules and regulations 1950.
  - Employees Provident Fund Act 1952 and Pension Scheme 1995.
  - Workmen's Compensation Act 1923.
  - M.P. Industrial Relations Act 1960 and Factory Act 1948.
  - Maternity Benefit Act 1961.
  - Equal Emolument Act 1976.
  - M.P. Shram Kalyan Nidhi Adhiniyam 1982.
  - Payment of Bonus Act 1963.
  - Inter State Migrant Act.
15. Contractor shall commence the work only after obtaining:
  - i) Labour Licence, (ii) Provident fund code no. (iii) ESI code no.
  - i. Registration no. (v) Notice of commencement in Form 6-A & Maintain Register of workers in Form 13.

**E) PAYMENT OF WAGES:**

1. Contractor shall be responsible for making payment of wages in the expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representatives of the contract operating division and HR representative who shall record under his signature at the end entries in the register of wages in the following form.
 

" Certified that the amount shown in column no. ----- has been paid to the workers concerned in my presence on date ----- at time -----."
2. In case the contractor fails to make payment to his employees within the stipulated date/time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the contractor shall replenish such an amount immediately.
3. Contractor shall be solely responsible for non payment/delayed payment of wages, contribution under EPF & MP Act, ESI Act etc.
4. In case the contractor fails to make wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
5. Payment of bonus under the payment of bonus Act, payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be sole responsibility of the contractor.

6. Over and above the daily wages rate, payment shall be made for leave with wages.

**F) TOWARDS SUPPLY OF TOOLS AND TACKLES:**

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

**G) TOWARDS FINANCE**

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

**H) RIGHTS AND OBLIGATION OF BHEL:**

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

**BHEL TERMS & CONDITIONS**  
**HEALTH, SAFETY & ENVIRONMENT**

**Page 1 of 4**

**Contract Workers Management :**

The following points are proposed for incorporation into BHEL Terms and Conditions” in Work Orders to be issued to Outside Agencies for carrying out work in BHEL Bhopal, including Township Area :

1. There should be a chapter entitled “Safety and Environment Obligations”, to be included in every set of Tender documents issued to outside agencies. The same should included in Work Order Award documents.
2. Rules To Be Observed, (while inside BHEL premises) :
  - i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
  - ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
  - iii) No workmen shall enter BHEL in inebriated condition.
  - iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.
3. SAFETY :
  - i) No workman shall be below the age of 18 years on the date of starting work in BHEL.
  - ii) For any skilled / semi-skilled work, trade certificate such as ITI pass, Diploma, or degree shall be furnished.
  - iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
  - iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
  - v) Contractor shall submit proof of crane operator having undergone training for operating the crane.
  - vi) For slingers employed by contractor, the minimum educational qualification shall be 10<sup>th</sup> pass .
  - vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor’s workmen are working without the required PPEs, BHEL reserves the right to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.



- viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc. For other consumable nature of PPEs such as masks, ear-buds, muffs gloves, inspection at workplace, by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- ix) For such items as Safety shoes, Aprons, Uniform etc which are worn by the workmen on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
- xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

**4. ENVIRONMENT:**

- i) For any Chemicals , Paints or oils etc that the contractor may be required to be brought inside factory, the empty drums, containers etc shall be taken out through gate no-9 under intimation to AGM concerned of the department where work is carried out.
- ii) No oil or chemical etc shall be drained in the drains or water pools inside factory.

**5. HEALTH**

- i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL .
- ii) For crane operators Medical certificate with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor(MBBS Ophthalmology ).
- iii) All hired crane operators shall be got certified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
- iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases like TB, Asthma, Leprosy etc.

- v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate of Physical Fitness from a registered Medical doctor of current date mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice.
- vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.

**6. ROAD SAFETY :**

- i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers, or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.
- ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for motor vehicles.
- iii) Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the contractor.

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

- 1 BHEL's HSE policy shall be honored at all times.
- 2 PPEs shall be used as required at the work-place
- 3 No unsafe act shall be indulged-in, by the workmen.
- 4 Special written permission for working at heights shall be obtained by contractor.
- 5 Medical clearances as required for work shall be submitted before start of work.
- 6 While working at any machine tool area etc, BOTs, Cranes etc no mobile phone usage is allowed.
- 7 No loose clothings like shawls, mufflers, dupatta etc should be worn near machine tools.
- 8 Smoking is prohibited at all times inside factory.
- 9 No make-shift arrangements shall be made for any engineering shop-floor work .
- 10 Compressed air shall not be used for area or personal cleaning/de-dusting.
- 11 All stipulations of the Factories Act shall be honored and observed by contractor's workmen.

8. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on :

(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery, Process)

- 8.1 Revolving Machinery
- 8.2 Pressure Vessels
- 8.3 Lifting Devices
- 8.4 Power Presses
- 8.5 Work at heights
- 8.6 Any confined space
- 8.7 Electrical Equipment
- 8.8 In the vicinity of other hazardous process/machinery

**To be signed by contractor**

(as proof of having read & agreed for compliance)

## **GST Clause**

1. Whenever bidders are required to supply services at project site party has to submit GST registration no. of the state in which project site is located along with copy of registration certificate at the time of submission of bid. In case the same is not available at time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the bidder.
3. GST portion of the invoice shall be released only upon:-
  - 3.1. All invoices raised by contractors/vendors must be GST compliant tax invoices as per GST invoices rules.
  - 3.2. Contractor declaring such invoices in his GSTR-1 or any modified return as notified by government.
  - 3.3. Receipt of goods/services and Tax Invoices by BHEL and
  - 3.4. Confirmation of payment of GST thereon by contractor on GSTN portal.
  - 3.5. Alternatively, contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
  - 3.6. Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to contractor for GST portion will be release only after completion of above activity and on availment of ITC by BHEL.
4. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoices or expiry of the timeline prescribed in GST law for availing such ITC or any other reason not attributed to BHEL, GST amount shall be reasonable from the contractor along with interest levied/leviable on BHEL.

### **5. Reverse Charge under GST**

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest levitable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST law.

### **6. Liquidated Damage/Penalty**

Liquidated damage (LD) or penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

### **7. Tax Deduction at source**

TDS as per extent provision of the GST law shall be deducted from supplier/contractor bill.

**Signature of contractor**  
(as proof of having read & agreed for compliance)

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

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

Notes:

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

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

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

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

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

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

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

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

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

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

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

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

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

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

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

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

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

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

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

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

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

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

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

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

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

<b>S. N.</b>	<b>Particulars</b>	<b>Amount</b>
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) . In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case

		for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

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

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

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

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

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

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as



required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.

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

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

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

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

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

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

**Format 2 to BHEL Conciliation Scheme, 2018**

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

**Representative of BHEL**

**Format 3 to BHEL Conciliation Scheme, 2018**

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

To,  
BHEL

.....

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

Ref: Contract/MoU/Agreement/LOI/LOA No & date\_\_\_\_\_

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

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

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

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

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor Name, with designation Date**

**Format 5 to BHEL Conciliation Scheme, 2018**

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

1. *Chronology of the Disputes*

2. *Brief of the Contract/MoU/Agreement/LOI/LOA*

3. *Brief history of the Disputes:*

4. *Issues:*

5. *Details of Claim(s)/Counter Claim(s):*

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.*

**(ON VENDOR / CONTRACTOR LETTER HEAD ONLY)**

To

M/s Bharat Heavy Electrcials Limited  
P.O. Piplani Bhopal (MP) 462022

**VENDOR/  
CONTRACTOR  
CODE(S)**

Dear Sir/Madam,

**Sub : Authorization of our payment through EFT/NEFT/RTGS**

We hereby authorize M/s BHEL Bhopal to make our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

1. **NAME OF THE BENEFICIARY :** \_\_\_\_\_2. **ADDRESS :** \_\_\_\_\_ **PIN** \_\_\_\_\_3. **TELEPHONE NO. WITH STD. CODE :** \_\_\_\_\_4. **BANK PARTICULARS**A) **BANK NAME :** \_\_\_\_\_B) **BRANCH ADDRESS :** \_\_\_\_\_ **PIN** \_\_\_\_\_C) **9 DIGIT MICR CODE :** \_\_\_\_\_D) **BANK ACCOUNTNO :**

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E) **BANK ACCOUNT TYPE :**

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS (PL. SPECIFY)
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F) **IFSC CODE :** \_\_\_\_\_ **G) BRANCH CODE:** \_\_\_\_\_5. **BENEFICIARY AUTHORISED E-MAIL ADDRESS :** \_\_\_\_\_

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected due to incomplete or incorrect information, I/We would not hold the Company responsible.

Name of the authorized Signatory: \_\_\_\_\_

Date : \_\_\_\_\_

**SIGNATURE & OFFICE STAMP**

**Proposed Bank Certification:** It is certified that above mentioned beneficiary holds a bank account No. .... with our branch and the Bank particulars mentioned above are correct.

Name of the authorized Signatory: \_\_\_\_\_

Date : \_\_\_\_\_

**SIGNATURE & OFFICE STAMP**

<p><b>No Objection Certification from Existing Bank (In case of change of Bank):</b> we have no-objection w.r.t. further payment made by M/s BHEL in the above mentioned account. Bank details of the above mentioned beneficiary with our bank are as follows:  <b>Account No:</b> _____  <b>Bank Address :</b> _____</p> <p><b>Please refer point no 7 of the instructions</b></p>	<p><b>SIGNATURE &amp; OFFICE STAMP</b></p>
<p><b>Endorsement of the SDC (MM)/ PO Issuing Authority or WO Issuing Authority.</b></p>	

**All original documents are to be forwarded to Dy. Manager/Finance/Cash Planning Section.**

### **Instructions for filling up the format**

1. All details must be filled in capital letters
2. A cancelled blank cheque must be enclosed for verification of Account No, MICR and IFSC Codes.
3. Official Stamp along with designation must be affixed below the signature
4. Bank authorization is mandatory
5. All documents in original are to be submitted to BHEL.
6. In case of change of bank, no objection certificate is required from the existing bank on bank letterhead with suitable clarification.
7. Form with correction(s) or overwriting will not be accepted.

**AGREEMENT NO. \_\_\_\_\_DT. \_\_\_\_\_**

This agreement is made on dt: \_\_\_\_\_ between M/s. “Bharat Heavy Electricals Limited, Bhopal” (A government of India undertaking) a company incorporated under companies act 1956, having its registered office at BHEL, House, Siri Fort, New Delhi (here in after called the company or BHEL or 1<sup>st</sup> party) and M/s \_\_\_\_\_ (here-in-after called the “Contractor” or Executive agency or 2<sup>nd</sup> party).

Where as BHEL vide their W.O. No. \_\_\_\_\_ dated \_\_\_\_\_ has awarded “Turnaround inspection and maintenance of 02 Nos. Cooper (now IR) makes centrifugal air compressors Model No. TA48M30 M/C S.No. X12331 & X12332” to the executive agency.

Where as the executive agency has agreed to perform the above said work by accepting the BHEL W.O. No. \_\_\_\_\_ dated \_\_\_\_\_ and take up the job w.e.f. \_\_\_\_\_.

Where as it is agreed by both the parties as under :-

1. NAME OF WORK :-

Turnaround inspection and maintenance of 02 Nos. Cooper (now IR) makes centrifugal air compressors Model No. TA48M30 M/C S.No. X12331 & X12332.

2. CONTRACT VALUE: -

Total value of the contract is Rs. \_\_\_\_\_.

3. CONTRACT PERIOD :- 02 weeks (i.e. 12 working days)

Date of start : \_\_\_\_\_

Date of completion : \_\_\_\_\_

4. SCOPE OF WORK :-

Scope of work as per annexure - I.

5. SECURITY DEPOSIT & AGREEMENT:-

Security deposit (SD) @ 5% of contract value i.e. Rs. \_\_\_\_\_ is to be deposited. The work order holds good only after signing an agreement on non judicial stamp paper of Rs.500/- between the contractor M/s \_\_\_\_\_ & the company M/s Bharat Heavy Electricals Ltd.

6. GENERAL TERMS & CONDITIONS :-

Scope of work as per annexure-I, General terms and conditions as per annexure – II, Statutory Conditions as per annexure- III, BHEL terms & conditions for Health safety & Environment as per annexure-IV, GST Clause as per annexure-V, Conciliation Clause as per annexure-VI and conditions of the work order W.O. No. \_\_\_\_\_ dated \_\_\_\_\_.

7. The payment will be made after satisfactory completion of work on submission of bill/invoice to BHEL.

Note:- Any loss or delay in input tax credit (ITC) due to reasons attributable to contractor to be recovered from contractor with interest.

8. Contractor should engage only those workers for the works that are covered under your P.F. & E.S.I registration. Payment of premium for P.F. & E.S.I of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL. The contractor shall also ensure compliance of statutory regulation of work contract as per enclosed annexures-I, II, III, IV, V & VI.

9. ABANDONING THE WORK :-

In the event of the contractor abandoning the work BHEL reserves the right to get the unfinished work completed at the risk and cost of the contractor.

10. All the materials, tools and other equipment's brought inside the factory should be duly certified in the delivery/declaration challan at the gate.

11. ARBITRATION AND LAW:-

The Arbitration and law will be exercised as per para. H of legal obligations of the contractor (annexure-III). The jurisdiction in all the cases will be at Bhopal only.

12. BHEL shall not be responsible if any mishap happening at BHEL's work place. It is mandatory to exercise & follow all rules & regulations to cover the safety of the contractor worker & co-worker.

13. The agreement is effective from \_\_\_\_\_.

In witness whereas the parties have signed this agreement on the date and year first above written.

1) Witness :-

(For & behalf of BHEL Bhopal)

2) Witness:-

(For M/s. \_\_\_\_\_)