

- 1 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 2 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL CFP Rudrapur, Sundays.
- 3 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL CFP Rudrapur, Sundays.  
As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL CFP Rudrapur should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL CFP Rudrapur before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.
- 4 Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Rudrapur (along with offer).

For Electronic Fund Transfer the details are as below:-

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

b) **Bank Particulars**

- |                                          |                                            |
|------------------------------------------|--------------------------------------------|
| 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<br>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                                |

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(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL CFP Rudrapur before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.
- EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

EMD shall not carry any interest.

In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

EMD of successful tenderer will be retained as part of Security Deposit.

- 5 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com/EPROC/>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com/EPROC/>. Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

**a) Technical Tender (UN priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0.  
Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT
- ii. Technical Bid (without indicating any prices).

**b) Price Bid:**

- I. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- II. The price should be quoted for the accounting unit indicated in the e-tender document.
- III. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- IV. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had

no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- V. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- VI. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

#### **DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

#### **Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

#### **The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)( **Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

### **6 SECURITY DEPOSIT**

- Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- The security Deposit should be furnished before start of the work by the contractor.

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms.

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) 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).
- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- vi) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However in such cases at least 50% of the required Security Deposit,

including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

(Note: In case of small value contracts not exceeding INR 20 lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

**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.

- The Security Deposit shall not carry any interest.
- In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:
  - i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
  - ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
  - iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. **In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.**
  - iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.
  - v) 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 BHEL.
- The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL

• **RETURN OF SECURITY DEPOSIT**

Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL

- 7 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

- 8 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9 **Payment Terms:**

The payment shall be released on progressively after submission of monthly RA bill with ITC invoice/bill (in Three Copies) and based on WAM and measurement of work on MB book within 45 days from the date of

Submission of proper bill through e-payment mode for which the contractor need to provide following detail/documents:

1. Original Invoice in Triplicate.
2. Copy of work order.
3. Copy of work allocation annexure.
4. Copy of work completion certificate as per WAM-6/WAM-7
5. Copy payment receipt of PF & ESI of Contractor Employee of work execution period.
6. Copy Gate Attendance register.
7. Copy of wage register(form-17).

(Note: Without above documents bill cannot be processed for payment)

The receipt of the bills be reckoned from the date on which complete set of documents as above is received BHEL representative.

Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account with 45 days (bill processing time shall be 10 days by executing deptt. & 35 days by FIN deptt.) of submission of bill & verification of work by BHEL (executive level person) on monthly basis. Payments shall be made in line with the rates provided by the bidder in the detailed billing breakup which is in line with BOQ. All payments will be subject to deduction of income tax at source as per applicable income tax rules and GST shall be payable as per Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

- 10 For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL

and no time extension will be given.

- 11 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 12 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 13 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.**
- 15 **Integrity Pact (IP)**
  - i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.  
  
The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is given at point 1 (xi) above.
  - ii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.  
  
No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.
- 16 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of

parties under HOLD.

- 17 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise
- 19 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- 20 However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 21 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 22 Contractor shall ensure payment of prescribed statutory minimum wages to workmen engaged by it, as applicable, as per latest BHEL circular issued (currently applicable rates as per Circular no. BHE:RU:HR:CL:2017 dt:07.02.17) The rates quoted by the bidders should be reasonable with reference to the minimum statutory amount(for labour supply contracts, bids lower than the minimum statutory amount, i.e minimum wage, PF, ESI, etc., as may be declared by unit HR depts., shall be rejected) The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
  - a) Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
  - b) Stand-alone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.** Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of noncompliance, consortium bids of such Prime bidders will be rejected.
  - c) Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
  - d) Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder

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who has the major share of work

- e) In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
  - f) Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
  - g) Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
  - h) In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
  - i) Prime Bidder shall be responsible for the overall execution of the contract
  - j) In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
  - k) In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
  - l) In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
  - a) After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
  - b) The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
  - c) In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24 The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25 The bidder may have to produce original document for verification if so decided by BHEL.

- 26 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 27 BHEL reserves the right to go for **Reverse Auction (RA)** instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.  
In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue””  
Information and General Terms and Conditions governing RA shall form part of the RFQ/Enquiry.
- 28 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings’, ‘Vendor evaluation format’, ‘Quality, Safety & HSE guidelines’, milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on [www.bhel.com](http://www.bhel.com) on “**supplier registration page**”.
- 29 Micro and Small Enterprises (MSE)  
Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

| Type under MSE | SC/ST owned | Others |
|----------------|-------------|--------|
| Micro          |             |        |
| Small          |             |        |

**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

- b) MSEs shall be exempted from payment of tender fee.
  - c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
  - d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of up to 20% of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- 30 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.
- 31 Order of Precedence
- In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a) Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - b) Notice Inviting Tender (NIT)
  - c) Price Bid (online)

for BHARAT HEAVY  
ELECTRICALS LTD

**Enclosure:-**

- (i) Annexure-A: Pre Qualifying criteria.
- (ii) Annexure-B: Chartered Accountant certificate for MSMED
- (iii) Annexure-C: General Terms and Conditions of Reverse Auction (RA)
- Annexure-D: Contractual Obligations

**Annexure-B**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... ,  
(hereinafter referred to as 'company') having its registered office  
at..... i s Registered under MSMED Ac t 2006, (Entrepreneur  
Memorandum No (Part—II) ..... dtd: ..... ,  
Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the  
latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding  
land and building and the items specified by the Ministry of Small Scale Industries vide its  
notification No. S.O.1722(E) dated October 5, 2006:  
Rs .....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and  
furniture, fittings and other items not directly related to the service rendered or as may be  
notified under the MSMED Act, 2006:  
Rs .....Lacs

(Strike off which is not applicable)

The above investment of Rs ..... Lacs is within permissible li  
mit of

Rs ..... Lacs for ..... Micro / Small (Strike off which is not applicable)

Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not  
applicable) and the date of graduation of such enterprise from its original category is  
..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such  
enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the  
gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

## ANNEXURE - C

### GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

- A. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'online sealed bid' in the reverse auction. Non submission of the 'Process compliance form' or 'online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per the extant guidelines for suspension of the business dealings with the suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com)).
- The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L-1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on the lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
- If it is found that the L-1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/contractors (as available on [www.bhel.com](http://www.bhel.com)).
1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
  2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
  3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
  4. BHEL will inform the vendor in writing in case reverse auction, the details of service provider to enable them to contact and get trained.
  5. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
  6. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
  7. BHEL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to BHEL".
  8. Reverse auction will be conducted on schedule date & time.
  9. At the end of reverse auction event, the lowest bidder value will be known on the network.
  10. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
  11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
  12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
  13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**Annexure D**

**(A) CONTRACTUAL**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him w.r.t of schedule completion of work 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 specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees. He has to declare basic pay of salary per day of their employee. Which should not be less than latest minimum applicable wages fixed by the government. Failing to produce the details will lead to hold their payment against their due bills.
- f) Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) 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 by BHEL.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts 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 employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable. Penalty shall be applicable on subcontractor if safety measure not met by employee.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.

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- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
  - n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
  - o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
  - p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

**(B) TOWARDS STATUTORY LIABILITY**

- a) **All statutory requirements under Minimum Wages Act, 1948, & Addition Wages as per BHEL HR Circulars.** Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) 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. All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.

- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) 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 on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.



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

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the

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

| Sl 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.<br>Rs 50,000/- (Sole Conciliator)<br>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. |

| Sl No | Particulars                                                                                                                                                                               | Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |                                                                                                                                                                                           | <p>Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>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>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> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>                                                                                                                                                                                                                                                                               |
| 5     | Venue for meeting                                                                                                                                                                         | <p>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</p>                                                                                                                                                                                                                                                                          |

| Sl No | Particulars | Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       |             | concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

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.

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

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

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

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

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

**FORMAT-7****FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

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

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

Dear Sir/Madam,

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

| Sl. No. | Claim description | Amount involved |
|---------|-------------------|-----------------|
|         |                   |                 |

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

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

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

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

Thanking you  
Yours faithfully

**Representative of BHEL**

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

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**FORMAT-8**

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

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

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

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

Dear Sir/Madam,

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

| Sl.<br>No. | Claim description | Amount involved |
|------------|-------------------|-----------------|
|            |                   |                 |

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

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

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

Thanking you  
Yours faithfully

**Representative of the Stakeholder**

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

**FORMAT-9****FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

Name and contact details of Conciliator(s)

a) .....

b) .....

c) .....

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

Yours faithfully,

**Representative of BHEL**

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

Encl: As above

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

## Annexure A

### Pre-Qualification Requirements

|                                                                                     |                                                                                                                                                                                                                       |           |                    |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| Tender No                                                                           |                                                                                                                                                                                                                       | 201903491 | AC car with Driver |
| S NO                                                                                | Name and Description of the Pre-qualification Criteria                                                                                                                                                                |           |                    |
| 1                                                                                   | Unconditional Acceptance of BHEL's terms and conditions of the NIT including all annexures                                                                                                                            |           |                    |
| 2                                                                                   | Submission of EMD as specified on Notice page of the NIT ( Rs.48371)                                                                                                                                                  |           |                    |
| 3                                                                                   | Submission of PAN, GST ,ESIC,PF registration Nos along with copies of the same                                                                                                                                        |           |                    |
| 4                                                                                   | Submission of valid Driving licence of the driver                                                                                                                                                                     |           |                    |
| 5                                                                                   | Submission of audited /CA issued Balance sheets for past three years .i.e 2016-17,2017-18,2018-19 and net worth thus mentioned in the balance sheets must be positive.                                                |           |                    |
| 6                                                                                   | Bank details for E-payments                                                                                                                                                                                           |           |                    |
| 7                                                                                   | Acceptance of E-payments of the workers/Employees                                                                                                                                                                     |           |                    |
| 8                                                                                   | Acceptance to make payment of statutory wages defined by Govt. of Uttarakhand (variable)& BHEL Additional wages (fixed) to the worker/employees & statutory contribution (PF/ESI etc.)/payment on both the components |           |                    |
| Note:Non acceptance to any of the above conditions may lead to rejection of offers. |                                                                                                                                                                                                                       |           |                    |

1. **Hiring of (1 no. Ac Car (Swift Dzire/Etios) manufactured on or after 2019 with driver (Skilled Grade Worker) facility for normal 16 hours duty on all days of the month) for a period of Two Year for daily use of BHEL-CFP-Rudrapur:**
2. **Validity of Contract:** The contract will be valid initially for a period of 02 (two) years from the date of its commencement.
3. **Termination of the contract:** If the contractor(s) fails or neglects or refuses to observe/perform 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 with 30 days' 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.
4. **General terms and conditions which will be part of contract Agreement:**
  - A. The vehicle proposed to be hired should be **01 Nos. Ac Car (Swift Dzire/Etios) manufactured on or after 2019** with driving facility.
  - B. The contract shall be initially valid for a period of 02 (two) years, with a provision to extend it further on same terms and conditions at the sole discretion of BHEL depending upon requirement of the company and the performance of the vehicle.
  - C. BHEL shall pay monthly rent as per work order awarded.
  - D. The vehicle will be normally on duty for 16 hours (02 shifts of 08 hours each) in a day, on all days of the month. BHEL shall have the right to avail the car facility for 01 shift or 02 shifts in a day & the same shall be binding on the contractor. In order to overcome the operational difficulty, the decision to avail the car facility for 01 or 02 shifts will be applicable for at least a month (30 days). At the beginning of the contract, BHEL will inform to the contractor about the number of shift(s), the car facility is required. Subsequently, in case BHEL desires to make a change in the requirements of the number of existing shift(s), the contractor will be intimated and contractor shall be obliged to provide the service as per the changed shift(s) within 30 days. Hence, in a month if the car facility is availed for only 01 shift/day, accordingly a deduction of statutory amount for 01 shift viz. Rs. 20842/- per month along with PVC factor (Annexure-G, BOQ/Price Bid Format, Note Sl. No. 04) will be done from monthly rent.
  - E. In case the car facility is required for 01 shift (08 hours/day) in a month & the car runs for more than 08 hours in a day, the over time will be paid @ Rs. 140/- per hour. The overtime will be counted only if approved & communicated by BHEL to contractor/driver of the vehicle beforehand.
  - F. The Driver (SW) for the Car will be provided by the contractor. The driver of the car should hold valid driving license, be well mannered and be free from any infectious disease. The driver should be in a proper uniform, to be supplied by the contractor at his own cost, at all times of duty. The contractor shall arrange to make available the police verification in respect of driving staff arranged by them, from the place of his/their permanent & present residence. In case it is found that the service rendered by the hand (s) provided by the contractor is/are not satisfactory, he shall make immediate alternate arrangements.

- G. The vehicle should be insured with Insurance agencies under 'Comprehensive' Insurance' terms and Insurance charges, Accidental claim insurance of driver during the contract period shall be borne by the contractor. The vehicle taken on hire shall be used exclusively by BHEL and after duty the vehicle should be parked in the premises of BHEL.
- H. **The cost of fuel (diesel/Petrol) for running the car will be reimbursed by BHEL as per the mileage 15 (Fifteen) kms. Per liter. Lower of the Diesel or petrol prices prevailing at IOCL Petrol Pump at Rudrapur on the first day of the calendar month pertaining to the bill period will be applicable for making reimbursement.**
- I. That the contractor will ensure availability of the vehicle at all times. In case if contractor is not able to provide the car as required by BHEL then BHEL may make alternate arrangement at the risk & cost of contractor. The expenditure will be deducted from the bill of contractor. The vehicle may be released for emergency servicing and maintenance at the sole discretion of BHEL, on the request of contractor. However, alternate equivalent car acceptable to BHEL shall be provided by contractor before the release of vehicle. In case the vehicle is withheld by the contractor for the days over and above the approved days, or fails to provide an alternative vehicle, proportionate penalty shall be imposed on the contractor for that particular period.
- J. The vehicle should have all All India Taxi permit and the contractor shall be required to take care of Vehicle Registration, Road-tax, Comprehensive Insurance and other taxes etc., failing which the vehicle shall not be taken on the duty and BHEL shall have every right to hire another vehicle in its place and adjust the charges from the bill of the contractor.
- K. In case the vehicle meets with an accident while on duty, the contractor shall be responsible for taking care of all the formalities i.e. security of the vehicle, FIR, Insurance & repair etc. and all the claims arising out of it or any other consequential damages as per law. In case of any amount spent by BHEL, the same shall be deducted from the dues of the contractor.
- L. This agreement can be terminated after one month's notice from BHEL to the contractor without assigning any reason.
- M. Photocopies of Registration Book, Comprehensive Insurance (of driver & passengers) & Taxi permit and the driver(s)'s driving license etc. shall be deposited in Accounts department of BHEL.
- N. Vehicle will be examined from time to time by HR department of the company and in case any deficiency found by them suitable/necessary and immediate action shall be taken by the contractor.
- O. Monthly charges and/or other charges payable to the contractor shall be paid through E-Payment mode.
- P. **In case the vehicle goes out of Rudrapur and the vehicle is asked to halt at some place for the night, then night Halt Charges will be paid at the rate of Rs. 300/- per night of halt. Halt period will be treated as not running.**
- Q. The vehicles(s) provided by the contractor should always be in good running condition and free from breakdown.
- R. The logbook of the vehicle(s) should be got duly signed at the close of duty everyday by the drivers of the vehicles.
- S. Punctuality/Observance of timings is very important.
- T. Registration of **Employees Provident Fund, ESI & GST** to be submitted along with Tender.

**5. Miscellaneous:**

- A. The contractor should be registered with the appropriate authorities, necessary proof(s) of which should be produced prior to the awarding of contract failing which the contract shall not be awarded under any circumstances.
  - B. Parties should be registered/bonafide having a contract phone number (Landlines and/or Mobile)
  - C. 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 with advance of one-month notice.
  - D. Contract may also be terminated by BHEL on serving of an advance notice of one month without assigning any reasons thereof.
- 6. Arbitration:** All disputes between the contractor and BHEL arising out of or relating to the awarding of contract and its operation shall be referred to the arbitration of person to be nominated by Unit Head, Bharat Heavy Electricals Limited, Component Fabrication Plant (CFP), Rudrapur and the decision of the arbitrator shall be final and binding on the parties.
- 7. Jurisdiction:** All disputes claims 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.

Other terms & Conditions as per attached annexure – A to G.

**CONTRACTOR'S OBLIGATIONS CONTRACTUAL**

- a. (i) BHEL recommends following additional payment to be made to the contract worker. This will be in addition to the minimum wages fixed by the state government from time to time.

| Sl. No. | Category      | Additional BHEL Wages/Day<br>(Rs.) | Additional BHEL Wages/Month<br>(Rs.) |
|---------|---------------|------------------------------------|--------------------------------------|
| 01      | Un-Skilled    | 123.08/-                           | 3200.00/-                            |
| 02      | Semi-Skilled  | 142.31/-                           | 3700.00/-                            |
| 03      | Skilled       | 157.69/-                           | 4100.00/-                            |
| 04      | High- Skilled | 157.69/-                           | 4100.00/-                            |

(ii) Contractor shall pay to the contract worker, additional wages recommended by BHEL and minimum wages as fixed by State Government from time to time.

(iii) PF/ESI and other statutory contributions will be made by the contractor taking into account both the additional wages and minimum wages fixed by the State Government.

(iv) Contractor shall make payment to the contract worker through bank mode.

(v) For all purpose, the minimum wages shall mean minimum wages fixed by the State Government and the additional wages recommended by BHEL.

- b. 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 specifications and quality plan.
- c. Contractor shall supervise the work allotted to him and to be carried out by his employees & liaison with BHEL official for smooth functioning.
- d. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- e. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- f. **Contractor should issue appointment letters to his employees.**
- g. **Contractor to provide employment card/Identity card with photograph duly verified and attested by the Contractor to his employees.** In its absence the BHEL or authorized agency can deny entry into the factory, for which the contractor shall be solely held responsible. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- h. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- i. 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.
- j. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts 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 employees deployed by the contractor shall lie exclusively with him.

- k. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- l. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform. This is to be mandatorily provided by the contractor and no demand of payment shall be made before BHEL on this account.
- m. Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- n. In the event of termination of contract for any reason whatsoever, the contractor shall issue termination letter and withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should issue termination letter & settle all terminal dues including PF/ESI/ Bonus/Gratuity/retrenchment compensation etc.
- o. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment and tools and tackles.**
- p. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.**
- q. Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.**

#### **Towards statutory liability**

- a. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.
- b. Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL. Delay/Nonpayment on part of BHEL or financial difficulty being faced by the contractor due to any other reason will not be accepted as an excuse for failure in discharging statutory liability.**
- c. Statutory Bonus shall be made by the contractor.**
- d. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- e. Contractor shall ensure payment of statutory prescribed minimum wages and BHEL recommended additional wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. Contractor has to pay the wages on or before the 7<sup>th</sup> day of the month. It shall not be delayed on the pretext of payment delay from BHEL/ financial problem/ any other reason. **Failure to disburse wages within the stipulated date may attract tough actions, including penalty from BHEL.** These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

- f. 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. Contractor must facilitate the Transfer/ withdrawal/ loan requirement of the worker by filling correct information and processing the application on time.
- g. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. /card of each employee. **Contractor to ensure that new ESI no. is not generated, if the worker already has ESI no.** In any case the worker must not have more than one ESI no. **Contractor, to ensure that their workers have ESI biometric card and must support them in getting medical/claim benefit from ESI.**
- h. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. **Contractor to issue wage slips to his employees at least one day before the payment of wages.**
- i. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- j. Contractor shall be solely responsible for nonpayment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- k. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- l. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- m. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- n. Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- o. Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes. The contractor will be required to compulsory make the contributions upto the statutory wage ceiling.
- P. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor. **Contractor has to pay Statutory Bonus to worker by Nov 30 and submit the copy of compliance to Labour Authorities and intimate the BHEL.**
- Q. **Over and above the daily wage rate, contractor shall give leave with wage to the workers as per Factories Act 1948 & other applicable legal provisions. In order to avoid practical difficulties, the contractor shall give the leave with wages (01-day wage for every 20 working day) in the monthly wages, without considering the eligibility criteria of the no. of days worked by the employee in the previous year.**
- R. **Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. Contractor has to decide the no. of employees to be deployed for providing the services to BHEL and scheduling the duty of his employees in**

such a manner so that all the labour laws are complied with. BHEL will not pay any extra amount other than the rate quoted by the contractor & the PVC Clause as mentioned in the terms and conditions of the tender. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.

- S. In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- t. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
  - I. Victim: Any person who suffers permanent disablement or dies in accident as defined below.
  - II. Accident: any death or permanent disability resulting solely and directly from any unintended and unforeseen injuries occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during at BHEL Units/Offices/townships and premises/project sites.
  - III. Compensation in respect of each of the victims:
    - i. In the event of death or permanent disability resulting from loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
    - ii. In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
  - IV. Permanent disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.
  - V. **The age of the employee deployed by the contractor shall not be less than 18 years and not more than 60 years on the date of entry in the plant.**
  - u. **Contractor to obtain license under CL (R&A) Act, 1970 immediately on receiving the Work Order/LOI.**

**MEASUREMENT OF WORK AND PAYMENT THEREOF**

- 1 A Measurement Book will be maintained in the Unit by the authorized representative of BHEL who shall make entries regarding the work executed by the contractor under different heads. These entries will be counter-signed by the contractor or his duly authorized representative.
- 2 Short comings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same will be rectified by him within 3 days to the satisfaction of the designated employee.
- 3 Payment towards work satisfactorily executed will be made to the contractor as per Price quoted or negotiated rates & PVC Clause as mentioned in the terms and conditions of the tender.
4. 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 on submission of correct and complete bills with all the necessary documents by the contractor.
- 5 Following documents will be required to be enclosed with the monthly bill:
  - (a) Copy of Measurement book.
  - (b) Wage register/attendance register.
  - (c) ACR & Challan for PF & ESI
  - (d) Certificate from Contractor for compliance of Statutory Dues
  - (e) NEFT Details
  - (f) Any other documents (s) that may be required during the contract period.
- 6 **During the processing of monthly bill any clarification sought by BHEL through email/letter/telephone shall be provided within 03 working days.**
- 7 **Contractor must have financial capability to pay wages and discharge statutory liabilities on time without depending on payment from BHEL.**
- 8 Contractor must make payment of wages and PF/ESI dues and only then should submit the bill along with documentary proof for the relevant period.
- 9 Payment towards work satisfactorily executed will be made to the contractor at the rates quoted in price bid. The bill processing will be done only after the submission of complete & correct bill along with necessary documents. Incomplete and wrong bills will not be received.
- 10 All payments will be subject to deduction of income tax at source as per Income Tax and GST as per the applicable Rules.  
  
Contractor must submit GST compliant invoice along with documents required to verify the compliance of applicable labour laws. e. g. Minimum Wages Act, 1948, Payment of Wages Act, 1936, EPF & MP Act, 1952, ESI Act, 1948, The Contract Labour (R & A) Act, 1970 etc.
- 11 Penalty Clause: -BHEL shall have the right to stop the work or impose the penalty on the following conditions also:
  1. Any discrepancy noticed in the operation of contract, may lead to immediate termination of contract.
  2. A penalty/LD of Rs. 1000.00 per day may be imposed on contractor in case of non-supply of services of the operator on any day.

GENERAL TERMS & CONDITIONS

- a. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. 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.
- b. 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.
- c. In case the Contractor does not carry out the Contractual/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 obligations and rectify the deficiency/anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- d. **On termination of Contract, Contractor will provide evidence of making all the due payments to the worker and statutory authorities. He will sign the PF withdrawal/ transfer form and submit Form 9A to PF Office. He will also give an indemnity undertaking of complying all the statutory dues and indemnify BHEL. Security Deposit will be returned only after the contractor discharges his obligations.**
- e. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
- f. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Rudrapur Court.
- g. **Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.**
- h. **BHEL reserves the right to terminate any one or more subgroup of activities from the six subgroups of activities mentioned in the tender at any time. Consequently, the Work Order will then continue with remaining subgroups of activities.**
- i. The contract will commence on the date of award of the work order and will remain valid for a period of 02 years from the date of commencement of work. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Rudrapur in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur Courts.

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**BHARAT HEAVY ELECTRICALS LIMITED, COMPONENT FABRICATION PLANT, RUDRAPUR**  
**Phone No: 05944-257272, and 265**

**BHARAT HEAVY ELECTRICALS LIMITED**  
**UNIT: Rdurapur**  
**(Human Resource Management Department)**

No-BHE: RU: HR: CL: Feb: 2019:

Dated: - 04.03.2019

**CIRCULAR NO. 010 / 2019**

The minimum wage rates for workers engaged on contract basis for un-skilled/semi-skilled/skilled and highly skilled nature of work are revised as under with effect from **01.02.2019:-**

| Sl. No. | Category of Worker | Wage Per Day (Rs) | Addl. BHEL Wage Per Day (Rs) | Total Wage Per Day (Rs) |
|---------|--------------------|-------------------|------------------------------|-------------------------|
| 01      | Un-Skilled         | 319.00            | 123.08                       | 442.08                  |
| 02      | Semi-Skilled       | 351.00            | 142.31                       | 493.31                  |
| 03      | Skilled            | 389.00            | 157.69                       | 546.69                  |
| 04      | Highly-Skilled     | 409.00            | 157.69                       | 566.69                  |

01. Wage Period : Monthly  
 02. Working Hours : 8 Hours/day  
 One Hour Lunch Period (12:00 to 01:00PM)  
 03. Payment Date : 7<sup>th</sup> day of next month  
 04. Date of unpaid wage : 8<sup>th</sup> day of next month

05. Shri Sushil Kumar  
 Regional Labour Commissioner (Central)  
 Office of Dy. Chier Labour Commissioner (Central) I.D.T. Complex, ONGC,  
 Opp. Ambedkar Stadium, Kaulagarh Road, Dehradun, UK-248001

06. Shri Rahul Tyagi  
 Office of Asstt. Labour Commissioner (Central)  
 C-18, IIIrd Floor, Nirvan Jyoti, Deen Dayal Puram Bareilly, U.P.-243122

07. Name and address of Labour Enforcement Officer:  
 Shri Mukesh Garg, Labour Enforcement Officer (Central)  
 Office of Asstt. Labour Commissioner (Central)  
 C-18, IIIrd Floor, Nirvan Jyoti, Deen Dayal Puram Bareilly, U.P.-243122

08. Asstt. Labour Commissioner (Central)  
 Office of Dy. Labour Commissioner, Kumaun Region  
 Shram Bhawan, Nainital Road, Haldwani, Nainital, Uttarakhand.

This may be brought to the notice of all contract labour and contractors. Additional wage as per office order no. 219 / 2015, Dated: 20.10.2015.

  
 (Himanshu Martolia)  
 Dy. Manager (HR)

**Distribution: -**

- GM & Head (CFP)-for kind information.
- AGM (Ops) -for kind information.
- All HODs.
- All Notice Boards/Incharge (Security Gate)
- All Contractors/Concerned file.

**TECHNICAL BID/PQR**

Format for Technical cum Commercial details/PQR For supply of Ac Car (Swift Dzire/Etios) manufactured on or later 2019 with driving (Skilled Grade Worker) facility for normal 16 hours duty on all days of the month in shift(s) 08 hours each as per requirement of BHEL

| Sl. No. | Documents/Description                                                                                                                                                                                                                                                            |   | Remarks/Page No. |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------------|
| 1       | Name & Address of Party                                                                                                                                                                                                                                                          | : |                  |
| 2       | EPF Registration No. (Enclose a Copy)                                                                                                                                                                                                                                            | : |                  |
| 3       | ESI Registration No. (Enclose a Copy)                                                                                                                                                                                                                                            | : |                  |
| 4       | Pan Card No. (Enclose a Copy)                                                                                                                                                                                                                                                    | : |                  |
| 5       | <b>EMD Details (DD/Cash/EFT/Pay Order) (Enclosed with Technical Bid)</b>                                                                                                                                                                                                         |   |                  |
|         | EMD Receipt No.                                                                                                                                                                                                                                                                  | : | Dated            |
| 6       | GST No. (Enclose a Copy)                                                                                                                                                                                                                                                         | : |                  |
|         | <b>Bank Account Details</b>                                                                                                                                                                                                                                                      |   |                  |
|         | IFSC Code No.                                                                                                                                                                                                                                                                    | : |                  |
| 7       | Account No                                                                                                                                                                                                                                                                       | : |                  |
|         | Bank Name                                                                                                                                                                                                                                                                        | : |                  |
|         | Branch Name                                                                                                                                                                                                                                                                      | : |                  |
| 8       | Acceptance for E-Payment                                                                                                                                                                                                                                                         | : | Yes              |
| 9       | Acceptance to provide trained/qualified staff (The driver should be experienced and hold valid driving license.)                                                                                                                                                                 | : | Yes              |
| 10      | Acceptance of all terms & conditions of contract by signing & stamping of all technical documents of tender.                                                                                                                                                                     | : |                  |
| 11      | Micro and Small Enterprises (MSE), if any (Enclose Certificate)                                                                                                                                                                                                                  | : |                  |
| 12      | Confirmation for adherence to tender submission procedure (Non- adherence to tender submission procedure will disqualify the party)                                                                                                                                              | : | Yes              |
| 13      | Note: The party should submit all the documents mentioned in Sl. No. 02, 03, 04, 05, 06 & 07 and Acceptance/details for Sl. No. 08, 09, 10 & 12. These are mandatory qualifying criteria & non fulfilment of any one or more criteria shall make the party technically rejected. |   |                  |

## ANNEXURE-G

**BOQ / PRICE BID FORMAT**

**Hiring of 01 nos. AC Car (Swift Dzire/Etios) manufactured on or after 2019 with driving (Skilled Grade Worker) facility for normal 16 hours duty on all days of the month in shift(s) 08 hours each as per requirement of BHEL.**

| Sl. No. | Description of Scope                                                                                                                                                                                                                                    | Rate per Month (Rs.) |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1       | Monthly Rental Charges hiring of 01 Nos. Ac Car (Swift Dzire/Etios) manufactured on or after 2019 with driving (Skilled Grade Worker) facility for normal 16 hours in shift of 08 hours each as per requirement of BHEL, duty on all days of the month. | Q                    |
|         | Fuel charges shall be reimbursed as per Annexure-A, clause 4 (H)                                                                                                                                                                                        |                      |
|         | Outstation Night halt charges shall be as per Annexure-A, clause 4 (P)                                                                                                                                                                                  |                      |
|         | Over Time Charges as per Annexure-A, Clause 4 (E)                                                                                                                                                                                                       |                      |

**Note:**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | GST Extra as applicable.                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2  | Toll Tax etc. extra on providing of receipt.                                                                                                                                                                                                                                                                                                                                                                                   |
| 3  | Mileage of above vehicle has been taken as 15 KM per liter as standard value irrespective of fuel consumed.                                                                                                                                                                                                                                                                                                                    |
| 4  | Monthly rent quoted by the party will be adjusted to the change in the minimum wages declared by the state govt. as given below:<br>Price Variation Clause, $PVC = 1 + 0.61 * (X - 546.69) / 546.69$<br>Where<br>$X = \text{Current Statutory minimum wage (Skilled Grade)} + \text{Additional BHEL Wage (Rs. 157.69)}$<br>Statutory minimum wage w.e.f 01.02.2019 + Additional BHEL Wage = Rs. 389 + Rs. 157.69 = Rs. 546.69. |
| 5  | Effective Monthly Rent for payment to contractor = Rate x PVC.                                                                                                                                                                                                                                                                                                                                                                 |
| 6  | In case the contractor makes the modifications in the car like petrol/diesel to hybrid, which was not the feature of the car when manufactured, the contractor must submit the necessary permission from the competent authority before undertaking such modification.                                                                                                                                                         |
| 7  | In case the car is run on fuel different from diesel/petrol fully/partly then the BHEL shall have the sole right to modify and determine afresh the fuel charges (mentioned in Annexure A, clause 4(H)) on its own and shall be binding on the contractor.                                                                                                                                                                     |
| 8  | The minimum statutory amount at present is <b>Rs. 41684/- Per Month</b> . Any rate quoted by the party lower than this value will be summarily rejected notwithstanding the party being technically qualified.                                                                                                                                                                                                                 |
| 9  | I undertake that the rate quoted by me is not lower than the statutory amount. However, in case it is found to be lower, then the bid will be canceled by BHEL which will be binding on me and acceptable to me.                                                                                                                                                                                                               |
| 10 | The rate quoted/negotiated will remain firm throughout the period of contract. However, a PVC factor will be applicable to make the rate quoted/ negotiated in line with the existing Statutory Minimum wage.                                                                                                                                                                                                                  |

**Important Note:**

BHEL recommends additional wages over and above the minimum wages fixed by the state government to be paid by the contractor, according to the grade of the worker (Refer Annexure B, Point a). I have read the point and give my commitment to pay the additional wages recommended by BHEL to the contract worker, besides the minimum wages fixed by State Government, for which I will not claim any additional/ separate payment from BHEL.

All Terms & Conditions are accepted.

Authorized Signature with Seal