

**NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR DG-SETS IN BHEL TOWNSHIP AREA, RESERVOIR, VENGUR, PUTHAPURAM, RSK DISPENSARY (TRICHY TOWN) ETC AT BHEL-TRICHY FOR 2022-24**

**Enquiry No: 94722 00076 / 13.09.2022**

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

**NOTICE INVITING e-TENDER**

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

|     |                                                      |                                                                                                                                                                                                                                        |
|-----|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Tender Ref No:                                       | <b>94722 00076 / 13.09.2022</b>                                                                                                                                                                                                        |
| 2.  | Tender Type                                          | Open Tender-Two Part (e-Tender)                                                                                                                                                                                                        |
| 3.  | Name of work                                         | ANNUAL MAINTENANCE CONTRACT FOR DG-SETS IN BHEL TOWNSHIP AREA, RESERVOIR, VENGUR, PUTHAPURAM, RSK DISPENSARY (TRICHY TOWN) ETC AT BHEL-TRICHY FOR 2022-24.                                                                             |
| 4.  | Location of work                                     | BHEL-TRICHY PREMISES                                                                                                                                                                                                                   |
| 5.  | Period of contract                                   | Fifteen (15) months from the date of award of contract.                                                                                                                                                                                |
| 6.  | Tender Document details                              | Technical bid pages from 1 to 38                                                                                                                                                                                                       |
| 7.  | <b>Mode for submission of offer</b>                  | No physical submission of Tender. Tender only to be submitted electronically by through GeM portal ( <a href="https://gem.gov.in/">https://gem.gov.in/</a> ) only.                                                                     |
| 8.  | Contact details for queries related to tender        | Shri K Prasath Engg / WCM;<br>0431 257 1573; e-mail: <a href="mailto:prasath@bhel.in">prasath@bhel.in</a><br>Shri Dineshwar Pahan, Dy Engineer /WCM<br>0431-257 4564; e-mail: <a href="mailto:dineshwar@bhel.in">dineshwar@bhel.in</a> |
| 9.  | Contact details for queries related to scope of work | Shri B Rajabalan, Dy Manager/ Civil / Planning.<br>0431-257 4109 email: <a href="mailto:rajabalan@bhel.in">rajabalan@bhel.in</a>                                                                                                       |
| 10. | Last Date for Receipt of Tender                      | <b>23.09.2022 / 15:00 Hrs.</b>                                                                                                                                                                                                         |
| 11. | Date of Techno Commercial Bid Opening                | <b>23.09.2022 / 15:30 Hrs.</b>                                                                                                                                                                                                         |
| 12. | MSE benefits if applicable                           | Applicable                                                                                                                                                                                                                             |
| 13. | Reverse auction                                      | Yes                                                                                                                                                                                                                                    |

**We, the tenderer, have gone through all the pages of tender document and accept the Terms and Conditions.**

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**A: Qualifying Criteria:**

| Sl. No. | Qualifying Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | DETAILS                                                                    |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| A       | <p><b><u>Status of the company :</u></b></p> <ul style="list-style-type: none"> <li>• Proprietorship: PAN card on owner name</li> <li>• For partnership firms: PAN card and PARTNERSHIP DEED</li> <li>• For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA.</li> <li>• GST Certificate (If applicable)</li> </ul> <p>MSE Vendor – Proof as per tender condition (If applicable)</p>                                                                                                                                                                                                                                            | Copy to be uploaded in GeM portal                                          |
| B       | <p>If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. (To be agreed by bidder)</p>                                                                                                                                                                                                                                                                                                                                                  | Accepted & Copy to be uploaded in GeM portal                               |
| C       | <p><b>Work Experience:</b></p> <p>During the last 7 years, ie since 01-09-2015 to 31-08-2022, should have executed works similar to Maintenance of DG Set / Any Electrical work/ Any Mechanical work etc.</p> <p>a) Three similar works for a value of <b>₹1.30 lakhs</b> each (or),<br/> b) Two similar works for a value of <b>₹1.60 lakhs</b> each (or),<br/> c) One similar work for a value of <b>₹2.50 lakhs</b>.</p> <p>(Experience proof from BHEL shall contain work order copies and experience proof from other than BHEL shall contain work order copies along with Form 26AS/TDS certificate / bank statement for payment from the organisation for the work executed).</p> | Details to be filled and documentary evidence to be uploaded in GeM portal |
| D       | <p><b>Income Tax Registration (PAN) , GST Regn. No.</b></p> <p>(Copy of PAN, GST to be uploaded, Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer).</p>                                                                                                                                                                                                                                                                                                                                      | Details to be filled and documentary evidence to be uploaded in GeM portal |
| E       | <p><b>Acceptance to Scope of work and General Terms and conditions of Contract.</b></p> <p>(Duly signed and sealed copy of tender document to be uploade)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Copy to be uploaded in GeM portal                                          |
| F       | <p><b>“No deviation &amp; Declaration certificate”</b> on bidder’s Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Copy to be uploaded in GeM portal                                          |
| G       | <p><b>Applicable GST %</b> against the scope of work (To be confirmed) GST % entered in technical bid, price bid xl. template should be same. However GST % confirmed during technical evaluation will be final for arriving netcash outflow to BHEL.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                | Details to be filled & uploaded in GeM portal                              |

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|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>H</b> | Local Content Self Declaration on bidder's Letter head (As per Annexure-A5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Copy to be uploaded in GeM portal |
|          | <b>Note:</b><br>1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer.<br>2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit. |                                   |

**NOTE:-**

**1. SPLITTING:**

No splitting of work. The entire work will be awarded to L1 vendor only.

**2. REVERSE AUCTION:**

BHEL shall be resorting to Reverse Auction (RA) (As per GeM Terms and Conditions available in <https://gem.gov.in>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

**3. Part – II: Price Bid:**

**Price to be quoted in GeM portal only.**

Important Instruction to Bidder: (Price Bid)

Quoted value should be inclusive of GST i.e., Quoted Value = Rate + GST amount

\* please quote the value with GST amount.

**INSTRUCTIONS TO THE TENDERERS**

1. Tender only to be submitted electronically by logging to GeM portal <https://gem.gov.in/> only. Physical submission of Tender shall not be accepted.
2. Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
3. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014 or any other unit or GOI will not be allowed to participate in the Tender, and bidder should declare the same in the Tender. Even during the course of evaluation/ finalization of Tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the Tender.
4. Should a Tenderer find discrepancies or omissions in the Tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. No extension of time shall be given for submission of the Tender on any account.
5. Amount should be quoted as per the Work schedule (Price bid/ Part -II). Amount quoted in any other form will not be accepted, and will be rejected.
6. The Tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the Tender (As per annexure-A4)
7. If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will reject such Tender at any stage.
8. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
9. Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
10. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
11. The Tender schedule, and the Tender shall be deemed to form an integral part of the contract to be entered into for this work.
12. Tenderer shall sign the Tender documents for having accepted the conditions and upload in GeM portal.
13. Tender can be cancelled at any stage due to unavoidable circumstances.
14. Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
15. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
16. If the contractor back outs after opening of Tender, the contractor is liable for forfeiture of the EMD paid.
17. BHEL reserves the right to increase or decrease the Tendered quantity.
18. BHEL does not guarantee ordering of any minimum quantity.
19. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
20. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
21. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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22. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
23. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
24. BHEL reserves the right to cancel the Tender or reject the lowest or any Tender in full or in part without assigning any reasons whatsoever.
25. In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
26. Other than the bidder, none of its group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender/ reject such Tender/contract.
27. **Signing the Tender:**
  - a. The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.
  - b. Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.
  - c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
  - d. A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.
  - e. BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.
  - f. **If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such Tender. If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria**

**IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:**

- 1) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account) Every Endeavour is made to avoid any error which can materially affect the basis of the Tender but the successful Tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- 2) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- 3) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes (except Goods & Service Tax which will be paid by BHEL extra as applicable) that can be offered for the intended quantity.
- 5) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- 6) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

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- 7) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- 8) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 9) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted on BHEL & Govt. Tenders websites only (i.e. <https://gem.gov.in/>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.
- 10) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- 11) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- 12) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- 13) The contractor shall strictly adhere to various labour laws in force.
- 14) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 15) Lowest prices received against BHEL Tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 16) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons. Tenderers shall not increase their quoted rates in case BHEL, negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
- 17) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 18) Water, Electrical energy, compressed air required for the work will be provided by BHEL at free of cost at the locations wherever possible. BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of same. Contractor shall ensure that there is no wastage of same, otherwise supply of above is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required electrical cables at their own cost for further distribution.
- 19) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
- 20) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during Tender opening/ or at any other meeting with BHEL for the purpose of this Tender, which if found would be liable for rejection of their bid.
- 21) The rate offered shall provide for the complete cost towards labour, consumables, tools, plants & machinery, transport, supervision, profits & overheads, and all other incidentals, etc. complete. However, if the GST is applicable for this contract, the same will be reimbursed on production of valid documentary proof for having paid the GST by them.
- 22) The works contract to be entered into with the successful Tenderer will be governed by BHEL General Conditions of Contract in force.
- 23) The Tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- 24) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 25) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such

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- personnel.
- 26) Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
  - 27) All the consumables, Tools & Plants used in the work shall be of approved quality and will be subject to periodical inspection by BHEL officials.
  - 28) The contractor has to carry-out the work in production shops without affecting the day to-day production activities.
  - 29) The contractor should record the entry of all machineries / materials at the security gate while bringing in for work.
  - 30) Statement of completed works with detailed certified measurements along with material consumption statement shall be submitted by the contractor in the last week of every month for processing their bill.
  - 31) Contractor's materials and tools & plant shall have to be brought inside the factory with proper invoice / voucher and make necessary entry in the Security gate. They should maintain proper record for materials, tools & plants, etc., brought inside the factory complex.
  - 32) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
  - 33) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
  - 34) The labour engaged under this contract cannot be deployed in any other works. Violation of this rule will be viewed seriously.
  - 35) No contract labour will be allowed to enter into BHEL premises without PPEs (i.e. Safety Shoes etc.)
  - 36) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day.
  - 37) Expenses incurred by bidder towards preparation of bid incidental to Tender irrespective of whether it is accepted or not, shall be borne by vendor only.
  - 38) The offers of the Tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) → Tender Notification → List of Banned Firms).
  - 39) **The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.**
  - 40) Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
  - 41) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
  - 42) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, on mutual consent.
  - 43) Contractor has 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, experience etc. acceptable to concerned department.
  - 44) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
  - 45) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
  - 46) The contractor by submitting the Tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to

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reject the offer of such vendors at any point of time.

- 47) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 48) If a Tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be.
- 49) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in 'cc' of the mail. Vendor shall furnish valid email id's in the Tender and regularly verify the same.
- 50) The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 51) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 52) The Bidder, at his own responsibility and risk & cost, is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- 53) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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**SCOPE OF WORK AND BILL OF QUANTITY BOQ:**

**SCOPE OF WORK**

- Annual maintenance and services for diesel generator set engines of makes such as CUMMINS, CATERPILLAR, KIRLOSKAR, MAHINDRA, ADOR etc. and Alternators make such as KIRLOSKAR, SACS, JOTHY, CROMPTON, AVKC, STAMFORD, etc.
- To achieve trouble free operation throughout the contract period including attending to breakdowns,
- oil services,
- general check up,
- belt tensioning etc. at periodical intervals (once in a month), all as per terms and conditions and instructions of Engineer-in-charge

**BILL OF QUANTITY BOQ:**

| SL No | Type of Diesel generator  | Quantity of Diesel generator                      |               | Total No of Services |
|-------|---------------------------|---------------------------------------------------|---------------|----------------------|
| 1     | 320 / 380 KVA             | Eq. Reservoir                                     | 2 nos         | 60 No's              |
|       |                           | Hospital                                          | 1 No          |                      |
|       |                           | Vengur Pump House                                 | 1 No          |                      |
|       |                           | <b>Total</b>                                      | <b>4 No's</b> |                      |
| 2     | 180 / 250 KVA             | Puthapuram Pump house                             | 1 No          | 30 No's              |
|       |                           | Drainage Pump house                               | 1 No          |                      |
|       |                           | <b>Total</b>                                      | <b>2 No's</b> |                      |
| 3     | 125 KVA                   | Kailash Guest house                               | 1 No          | 45 No's              |
|       |                           | Spare 125 KVA kept at Main Hospital               | 1 No          |                      |
|       |                           | Keela mullaikudi pump house                       | 1 No          |                      |
|       |                           | <b>Total</b>                                      | <b>3 No's</b> |                      |
| 4     | 30/85 KVA                 | CC                                                | 1 No          | 105 No's             |
|       |                           | Civil Township Office                             | 1 No          |                      |
|       |                           | B Sector Kalyanamandapam and                      | 1 No          |                      |
|       |                           | C-Sector Kalyanamandapams                         | 1 No          |                      |
|       |                           | RSK Dispensary (Trichy Town)                      | 1 No          |                      |
|       |                           | Kailash Club and                                  | 1 No          |                      |
|       |                           | Saraswathi Vidyalayam, etc                        | 1 No          |                      |
|       |                           | <b>Total</b>                                      | <b>7 No's</b> |                      |
| 5     | 5 / 15 KVA                | ED House (B6 / 213)                               | 1 No          | 45 No's              |
|       |                           | SPARE Kept at electrical store                    | 1 No          |                      |
|       |                           | Community Hall                                    | 1 No          |                      |
|       |                           | <b>Total</b>                                      | <b>3 No's</b> |                      |
| 6     | 5 KVA HONDA Petrol Engine | 5 KVA HONDA Petrol Engine available in Water Tank | 1 No          | 15 No's              |
|       |                           | <b>Total</b>                                      | <b>1 No's</b> |                      |

**GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. Definition:**

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the Tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area HOD to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area HOD or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including DGM / WCM authorised to invite Tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

**2. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

**3. DEVIATIONS:**

The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

**4. Work to Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work.

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

**5. Assignment of Transfer of Contract:**

The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

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**7. Compliance to Regulations and Bye-Laws:**

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye- laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**8. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:**

At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
  - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
  - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).
- f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.
- h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

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- i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
- l) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

**GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor”.**

**9. Orders under the Contract:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the Tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

**10. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**11. Payment to employees engaged by the contractor:**

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register.
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
6. **Contractor should ensure that at least the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication**

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**Industry inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.**

Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.

While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL.

7. The contractor shall remit the salary/wages of their workmen ONLY through nationalized Bank, directly to the salary/savings account of the employee concerned. monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted. The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.

If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.

8. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.

9. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**

10. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.**

11. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:

- |                                                                                                                            |   |                                                                    |
|----------------------------------------------------------------------------------------------------------------------------|---|--------------------------------------------------------------------|
| (a) Form XIII                                                                                                              | - | Register of Workmen employed by contractor (Rule 75)               |
| (b) Form XIV                                                                                                               | - | Employment card issued by contractor (rule 76)                     |
| (c) Form XVI                                                                                                               | - | Muster Roll (Rule 78(1) (a) (i))                                   |
| (d) Form XVII                                                                                                              | - | Register of Wages (Rule 78(1) (a) (i))                             |
| (e) Form XVIII                                                                                                             | - | Register of wages-cum Muster Roll (in case of weekly Payment)      |
| (f) Form XIX                                                                                                               | - | Wage Slip (Rule 78) (b)                                            |
| (g) Form XX                                                                                                                | - | Register of deduction for damages of loss (Rule (78) (1) (a) (ii)) |
| (h) Form XXI                                                                                                               | - | Register of fines (Rule 78) (1) (a) (ii))                          |
| (i) Form XXII                                                                                                              | - | Register of advance (Rule 78) (1) (a) (ii))                        |
| (j) Form XXIII                                                                                                             | - | Register of overtime (Rule 78) (1) (a) (iii))                      |
| (k) Form XXIV                                                                                                              | - | Return to be sent by the contractor to licensing officer (Rule 82) |
| (l) any other records/registers required to be maintained by the contractors under statutory provisions applicable to him. |   |                                                                    |

**12. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**13. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD and pay compensation for any injury, loss or damage occurred to any property or rights

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whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

**14. Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

**15. Cancellation of Contract for Corrupt Acts:**

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

- a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,  
OR
- c) To obtain' a contract with BHEL as a result of ring Tendering or by non-bonafide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

**16. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting of Contract:**

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.  
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.  
OR
- c) **Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.**
- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done /by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area HOD) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

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- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

**17. Cancellation of Contract in Part or Full for Contractor's Default:**

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area HOD or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area.

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area HOD or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area HOD whose decision shall be final and conclusive.

**18. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

**19. Special Power to Termination:**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area HOD shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

**20. PAYMENT TERMS:**

1. Payment will be made after completion of work on pro-rata basis based on actual Services provided as per BOQ after acceptance and certification of Area in charge (BHEL Executive). Payment shall be made within
- i. 90 days of issue of CRAC / SDA (for Non-MSME Vendor)
  - ii. 60 days of issue of CRAC / SDA (for Medium Enterprises)
  - iii. 45 days of issue of CRAC / SDA (for MSE Vendor) (for Micro and Small enterprises only- UDYAM Certificate to be submitted). If UDYAM Certificate not submitted substantiating the same, payment will be processed in Non MSME basis

No advance will be paid for any other expenses.

2. The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

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Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities.
- b) Any other relevant document which is required from time to time as per BHEL requirement.
- c) If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

No advance may be paid for operational or any other expenses.

Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.

**21. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit unless the contractor pays the claim on demand.

**22. Post- Technical Audit of Work and Bills:**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However, no such recovery shall be enforced after three years of passing the final bill.

**23. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. Performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time may be granted for periods considered reasonable by the respective area HOD at his discretion subject to prompt notification by the contractor.

**24. BENEFITS TO STARTUPS:**

Start-up companies will be exempted from remitting EMD as per government norms. In terms of work Experience & Turnover, such vendors need to meet atleast 50% of Financial turnover & atleast 50% of similar experience on eligibility criteria in the tender.

For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.

**25. Preference to Make in India:**

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

**26. SUBMISSION OF BILLS BY CONTRACTOR:** Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims

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for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- d) Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.
- e) Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
  - f) Copy of PAN card.
  - g) Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
  - h) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
  - i) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

**27. PAYMENT OF BILLS:** All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

- a) Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- b) Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

**EXTENTION OF CONTRACT:** One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

**28. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS AND START-UPS**

1. MSE suppliers can avail the intended benefits only if they submit along with UDYAM certificate
2. Definitions of MSEs owned by Women is under:
  - a) In case of proprietorship firm, proprietor must be woman.
  - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
  - c) In case of private limited companies, at least 51% share must be held by women promoters.
3. Definitions of MSEs owned by SC/ST is under:
  - a) In case of proprietorship firm, proprietor must be SC/ST.
  - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
  - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
  - d) Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
    - i District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
    - ii Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
    - iii Revenue Officer not below the rank of tahsildar.
    - iv Sub-Divisional officer of the area where the individual and/ or his family normally resides.
    - v To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
4. If MSEs quoted price is within price band L-1 + 15%, when L1 is non- MSE, the MSEs will be allowed to supply at least 25% of tendered quantity at L-1 rate subject to acceptance by MSEs to L-1 rate. (Minimum of 3% reservation for women owned MSEs and 6.25% for MSEs owned by SC/ST within the above

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mentioned 25% reservation). In case the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE. The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

5. The preference to the MSEs will be given in order of their ranking L1, L2, L3 etc.,
6. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the Tender is to be submitted through GeM portal, then the above required documents are to be uploaded on the portal.
7. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of Tender evaluation.
8. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the Tender, are not eligible for exemption/preference.
9. Start-up companies will be provided benefits and relaxation as per the latest government norms. For availing start-up benefits, relevant certificates issued by Department of Industrial Policy and Promotion shall be submitted along with the tender.

**29. CRITERIA FOR AWARD OF WORK:**

Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties "and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) including applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the Tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the Tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. **The Evaluation currency for this Tender shall be INR.**

**30. Arbitration and conciliation:**

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

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

**Notes:**

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure ... to the Terms and conditions of the Tender. The Annexure (as below) together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in the terms and conditions of the Tender.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL, Trichy.

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

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upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at BHEL premises, Trichy.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

**In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the

Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**Annexure**

**BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

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

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10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
19. 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.
20. 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.
21. 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.
22. 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.
23. The proceedings of Conciliation under this Scheme may be terminated as follows:

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

24. 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)                                                                                                                                                                                                                                                                                                                                                                                                  |
|       |  |                                                                                                                                                                             | In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)<br>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL. |
| 3     |  | Secretarial expenses                                                                                                                                                        | Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.<br>Where Conciliation is by multi member Conciliators<br>-Rs 30,000/- (one time)- to be paid to the IEC                                                                                                                                                                                                                                                                                                              |
| 4     |  | Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL) | As per entitlement of the equivalent officer (pay scale wise) in BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                                |
|       |  | Others                                                                                                                                                                      | As per the extant entitlement of whole time Functional Directors in BHEL.                                                                                                                                                                                                                                                                                                                                                                                                                             |
|       |  |                                                                                                                                                                             | Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5     |  | Venue for meeting                                                                                                                                                           | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to                     |

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|  |  |  |                                                                                                                                                      |
|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  |  | facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |
|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------|

25. 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.
26. 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.
27. 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.
28. 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.
29. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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**Appendix I**

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

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

Yours faithfully,

**Representative of BHEL**

**Appendix II**

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

To,  
BHEL

.....

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

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

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

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

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

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

**(Signature with stamp)**

**Authorized Representative of Contractor**

**Name, with designation Date**

**Appendix III**

**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)/<br>Counter Claim | Amount (in INR) Or<br>currency applicable<br>in the contract | Relevant contract<br>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.*

**31. JURISDICTION:**

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration Clause.

**32. SECRECY OF CONFIDENTIAL INFORMATION:**

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

**33. SIGNING OF CONTRACT:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or

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power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

**34. FRAUD PREVENTION POLICY:**

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

**35. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

Penal action can be initiated on the suppliers / Contractors in line with extant ‘Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ has been uploaded on <http://www.bhel.com> on “supplier registration page”. BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry. The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

**1.0 Integrity commitment, performance of the contract and punitive action thereof:**

**1.1. Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the contract. BHEL will during the Tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**1.2. Commitment by Bidder/ Supplier/ Contractor:**

**1.2.1.** The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

**1.2.2.** The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

**1.2.3.** The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-Tendering/ Tendering/ post Tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

**36. LIQUIDATED DAMAGES (LD)/PENALTY:**

- If service is not done for 1 DG set for 1-month, then an amount equal to 1-month service charge for that DG set will be deducted from the bill, subject to a maximum of 10% of the Contract awarded value.
- In case of any change of order value, penalty shall be subject to a maximum of 10% of the revised order value.

**37. RISK PURCHASE:**

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In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated as follows:

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

Where,

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

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

H = Overhead Factor to be taken as 5

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

\*(Balance scope of work/ supply)

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new Tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

**38. Biometric Entry/Exit System for Contract Workmen:**

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.
2. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
3. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.

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4. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
5. The contractor should educate his employees in registering the attendance through the system.
6. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
7. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill/security deposit of the contractor.
8. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
9. The Contractor is totally responsible for the biometric cards issued to his/her employee.
10. T  
he Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

**39. Notices of Accidents:**

In the event of an accident the Contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure compliance of ESI / Workmen's Compensation of accident as per the Act.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance coverage should be for the entire period of Contract. The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)

**40. Government Law's covering Under This Contract:**

1. The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

2. Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

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The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923
- g. Payment of Bonus Act 1965
- h. Maternity Benefit Act, 1961
- i. Payment of Gratuity Act, 1972
- j. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- k. Equal Remuneration Act, 1976
- l. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- m. The Industrial Disputes Act 1947

**3. Information technology act 2000**

And any other law, or modifications to the above or to the rules made there under from time to time.

**41. STATUTORY REQUIREMENTS:**

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, 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 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 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.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

**42. REMOTE TRANSACTIONS: -**

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the Tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

**43. CHANGE IN CONSTITUTION OF FIRM:**

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL

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at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

**44. Common Terms and Conditions for Works Contract relevant to Safety:**

Following points shall be ensured for the safety of contract employees:

**I. Identity and Entry:**

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age."
3. HR/ Welfare will issue passes to the trained employees only.
4. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

**II. Training:**

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts, the contractors have to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

**III. Dress Code:**

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree /chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers. Such colour shall be distinct from the colour of BHEL employees uniform.

**IV. Procedures:**

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.

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9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

**Work Permit Instructions: -**

|   |                                             |                                                                                                                                                                                   |
|---|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Work at height                              | Only experienced and qualified persons shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc. |
| 2 | Confined space work, cellars, furnace ducts | Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space.          |

**Equipment's:**

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.
5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.
7. Wires /cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

**V. Welfare:**

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System.

**VI. Violations:**

The following will be treated as serious violations and appropriate actions are to be Initiated by the users:

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

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Any willful act that creates unsafe conditions.

It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

**45. Compensation Clause:**

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)
  - (ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923”.

**46. PF & ESI Clause:**

- I. The Contractor shall be solely responsible to comply with the payment of applicable minimum wages, PF, ESI and other statutory payments in respect of his employees engaged in BHEL for carrying out the required services. In case of any default in making the statutory payment, the Contractor shall be responsible to settle the dues along with penalties and damages, if any levied by the appropriate authority under the Act.
- II. The Contractor shall indemnify BHEL against all claims and loss if any caused under various labour laws, Civil or criminal law in connection with the employees deployed by him.
- III. The entry/exit of the employees engaged by the contractor are regulated through Security Department by issuing entry pass. For obtaining the same, the contractor should submit the required application form to the Security Department along with copy of Identity Card of the employee, ESI card / ESI Membership details of employee. ESI is exempted if wages are above Rs.21,000/- per month. Those employees drawing wages above Rs.21,000/- should produce copy of pay slip (or) a salary certificate from the company for availing ESI exemption.
- IV. In the event of Contractor engaging any labourer other than his permanent employee for the purpose of providing the required services to BHEL, the Contractor should obtain clearance from HR-Contract Cell by submitting copy of proof of payment of statutory payments i.e., applicable Minimum Wages notified by State Government from time to time along with PF, ESI, Wage and Attendance Register.

**47. Final Bill:**

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

**No deviation and Declaration to be given by vendor in his letter head**

**Name of work:** .....

**Enq. No:** .....

We, the vendor, do hereby declare that we do not have any deviations to the Tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Scope of Work & Special/Technical Terms and Conditions
3. General terms & Conditions of Contract

We have gone through all the Tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We assure that no tampering was done to any part of Tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with Tender instructions.

We also hereby confirm the following points with ref to the above works, if ordered on us:

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un-Skilled / Semi-Skilled / Skilled /Supervisor category) by us in the above contract as per the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Bonus as per the Bonus Act-1965 along with Wage as applicable.
2. Applicable ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The quoted **rate** in this Tender will remain firm throughout the entire Contract period and no extra payment will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust any advance/ loan / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid ONLY through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization.
9. We will obtain and submit Labour License (As applicable) within 30 days from award of work.
10. I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the Tender either directly or indirectly through any other agency under same proprietor/ common director(s)/ common partner(s).

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**ANNEXURE-A3**

**(NOTE: VENDORS ALREADY HAVING VENDOR CODE/ PAID VIA EFT WITH BHEL TRICHY PREVIOUSLY NEED NOT FILL THIS)**

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER NEFT/ RTGS TRANSFER**

|    |                                |                                        |
|----|--------------------------------|----------------------------------------|
| 1  | NAME & ADDRESS OF THE SUPPLIER |                                        |
| 2  | VENDOR CODE assigned by BHEL   |                                        |
|    | Details of Bank Account:       |                                        |
| 3  | NAME & ADDRESS OF THE BANK     |                                        |
| 4  | NAME OF THE BRANCH             |                                        |
| 5  | BRANCH CODE                    |                                        |
| 6  | MICR CODE                      |                                        |
| 7  | ACCOUNT NUMBER                 |                                        |
| 8  | TYPE OF ACCOUNT                | SB a/c /CURRENT a/c / OD / CASH CREDIT |
| 9  | BENEFICIARY'S NAME             |                                        |
| 10 | IFSC CODE OF THE BRANCH        |                                        |
| 11 | EMAIL ID                       |                                        |
| 12 | TELEPHONE/MOBILE NO.           |                                        |

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE:

Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. \_\_\_\_\_)

**ANNEXURE-A4**

The Tender must be signed digitally / physically by Propreitor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the Tender, this copy of Power of Attorney must accompany the Tender.

**POWER OF ATTORNEY**

**(To be typed on company's letter head)**

I/We do hereby make, nominate, constitute and appoint Mr ....., whose signature given below herewith to be true and lawful Attorney of M/s ..... hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

vide Tender Enq No: \_\_\_\_\_, dated \_\_\_\_\_. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

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**ANNEXURE-A5**

**(TO BE SUBMITTED ON BIDDER'S LETTER HEAD)**

**Self-Declaration**

|                     |  |
|---------------------|--|
| <b>Enquiry No.</b>  |  |
| <b>Enquiry Date</b> |  |

In line with Government public procurement order Number P-45021/2/2017-B.E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & 04.06.2020.

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (.....%) defined in the above government notification for the goods/Services against above mentioned enquiry Number.

Details of location at which local value addition/ Service will be made is as follows:

|          |  |
|----------|--|
| Address  |  |
| District |  |
| State    |  |
| Country  |  |
| PIN Code |  |

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:  
Seal:  
Signature:

Date:  
Place:

**(Please fill all the yellow color field)**

**ANNEXURE-A6**

**Illustration for arriving the rates for individual items of BoQ by BHEL for the total amount quoted by the vendor**

Contractor shall only quote the total amount for the work and not the individual rates for every item of BoQ. The amount quoted shall include all taxes except Goods & service tax. Applicable Goods & service tax would be paid extra.

The rates for the individual items of BoQ would be arrived by BHEL as follows: -

In this illustration, assume there are 2 items in the BoQ and the respective quantity and Percentage allocation is specified as below.

| Item | Quantity | Unit | % allocated |
|------|----------|------|-------------|
| 1    | 500      | Each | 60%         |
| 2    | 400      | Each | 40%         |

If the total amount quoted by a vendor is 1,00,000/- (One lakh) for the entire package,

Then,

Rate per unit for Item 1 would be arrived as =  $(₹1,00,000 \times 60\%) / 500 = ₹120.00/-$

In the same manner, the rate per unit, for item 2 would be arrived as follows,

Rate per unit for Item 2 =  $(1,00,000 \times 40\%) / 400 = ₹100.00/-$

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor.

**NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR DG-SETS IN BHEL TOWNSHIP AREA, RESERVOIR, VENGUR, PUTHAPURAM, RSK DISPENSARY (TRICHY TOWN) ETC AT BHEL-TRICHY FOR 2022-24**

**Enquiry No: 94722 00076 / 13.09.2022**

**PART-II (PRICE BID)**  
**(BILL OF QUANTITIES)**

**(No value/rate shall be quoted here. Quote based on this BOQ should be given only in GeM portal)**

| SL No | Type of Diesel generator  | Quantity of Diesel generator                      |               | Total No of Services | % Allocation | Total Value Inclusive GST                                                                   |
|-------|---------------------------|---------------------------------------------------|---------------|----------------------|--------------|---------------------------------------------------------------------------------------------|
| 1     | 320 / 380 KVA             | Eq. Reservoir                                     | 2 nos         | 60 No's              | 41.05 %      | <b>BIDDER SHOULD QUOTE ONLY LUMP SUM AMOUNT (including GST) FOR FULL TENTATIVE QUANTITY</b> |
|       |                           | Hospital                                          | 1 No          |                      |              |                                                                                             |
|       |                           | Vengur Pump House                                 | 1 No          |                      |              |                                                                                             |
|       |                           | <b>Total</b>                                      | <b>4 No's</b> |                      |              |                                                                                             |
| 2     | 180 / 250 KVA             | Puthapuram Pump house                             | 1 No          | 30 No's              | 18.05 %      |                                                                                             |
|       |                           | Drainage Pump house                               | 1 No          |                      |              |                                                                                             |
|       |                           | <b>Total</b>                                      | <b>2 No's</b> |                      |              |                                                                                             |
| 3     | 125 KVA                   | Kailash Guest house                               | 1 No          | 45 No's              | 11.44 %      |                                                                                             |
|       |                           | Spare 125 KVA kept at Main Hospital               | 1 No          |                      |              |                                                                                             |
|       |                           | Keela mullaikudi pump house                       | 1 No          |                      |              |                                                                                             |
|       |                           | <b>Total</b>                                      | <b>3 No's</b> |                      |              |                                                                                             |
| 4     | 30/85 KVA                 | CC                                                | 1 No          | 105 No's             | 18.64 %      |                                                                                             |
|       |                           | Civil Township Office                             | 1 No          |                      |              |                                                                                             |
|       |                           | B Sector Kalyanamandapam and                      | 1 No          |                      |              |                                                                                             |
|       |                           | C-Sector Kalyanamandapams                         | 1 No          |                      |              |                                                                                             |
|       |                           | RSK Dispensary (Trichy Town)                      | 1 No          |                      |              |                                                                                             |
|       |                           | Kailash Club and                                  | 1 No          |                      |              |                                                                                             |
|       |                           | Saraswathi Vidyalayam, etc                        | 1 No          |                      |              |                                                                                             |
|       |                           | <b>Total</b>                                      | <b>7 No's</b> |                      |              |                                                                                             |
| 5     | 5 / 15 KVA                | ED House (B6 / 213)                               | 1 No          | 45 No's              | 8.04 %       |                                                                                             |
|       |                           | SPARE Kept at electrical store                    | 1 No          |                      |              |                                                                                             |
|       |                           | Community Hall                                    | 1 No          |                      |              |                                                                                             |
|       |                           | <b>Total</b>                                      | <b>3 No's</b> |                      |              |                                                                                             |
| 6     | 5 KVA HONDA Petrol Engine | 5 KVA HONDA Petrol Engine available in Water Tank | 1 No          | 15 No's              | 2.78 %       |                                                                                             |
|       |                           | <b>Total</b>                                      | <b>1 No's</b> |                      |              |                                                                                             |

**(Note: Do not write any amount/ values here.) Quote should be given only online in price bid xl-format).**

GRAND TOTAL i.e. Total lumpsum value for the work, for all the items based on this BOQ, given for the total contract duration of **15 months**, including all the taxes (except applicable Goods & Service Tax, should be given only online in xl-format, in GeM portal.

Refer **Annexure-A6**, illustration for rates to be arrived by BHEL.

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**Enquiry No: 94722 00076 / 13.09.2022**

**Note:**

1. Total amount quoted by vendor online, is for all the items in BOQ, for the quantity indicated, for the total contract duration as per tender.
2. The amount should be quoted inclusive of applicable GST, all taxes and duties levied or to be levied both by Central and State Government authorities from time to time. Applicable GST% shall be indicated, seperately as required in tender, online.
3. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
4. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders .In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder)s (or their representatives. (Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
5. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by BHEL.
6. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied & Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
7. No other pre conditions along with your offer will be entertained by BHEL.
8. The contractor while quoting shall take care of units specified against every item in bill of quantities.
9. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties" and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) including applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer.
10. In case a NON-MSE vendor is L1 and MSE vendors offer values are within quoted (L1 + 15 %), the L1 offer value shall be counter offered to MSE Vendors as per Price ranking. As the work cannot be split amongst two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor.