



Bharat Heavy Electricals Limited
ELECTRIC & PHOTOVOLTAIC DIVISION, Bengaluru-560012



TENDER NO.: BHEL-EPD-CPBG-WNK-SIT-CON-001

NOTICE INVITING TENDER (NIT)

BHARAT HEAVY ELECTRICALS LIMITED
ELECTRIC & PHOTOVOLTAIC DIVISION
BENGALURU-12

TENDER DOCUMENT

TENDER NO.: BHEL-EPD-CPBG-WNK-SIT-CON-001

Tender no.	<u>BHEL-EPD-CPBG-WNK-SIT-CON-001</u>
Due date of submission	1400 hrs 05.03.2020
Due date of opening	1430 hrs 05.03.2020
Name of Work:	"MODIFICATION CONTRACT AT 1X800MW WANAKBORI SITE "
EMD AMOUNT:	Rs. 42,000/-

BHEL-EPD-CPBG-WNK-SIT-CON-001 MODIFICATION CONTRACT AT 1X800MW
WANAKBORI SITE



TENDER NO.: BHEL-EPD-CPBG-WNK-SIT-CON-001

Part-A-Techno-Commercial Bid

VOL-I: PREAMBLE

1. Offer submission:

1.1. Tender description:

The offer should be submitted in a sealed cover super scribing tender number & Package Name & due date addressed to:

DGM/ CPBG Engg.
Bharat Heavy Electricals Ltd
ELECTRIC & PHOTOVOLTAIC DIVISION
PB No: 1245, Science Institute Post
Bangalore - 560 012

So as to reach here. Tenders should be dropped in the Tender Box kept in the Reception of BHEL-EPD and marked as "BHEL EPD" TENDER BOX ONLY on or before 2.00 p.m. on the due date (i.e. 12th Mar-2020) and the tenders will be opened at 2-30p.m. on the same date in the presence of those vendors or their authorized representatives who wish to be present.

1.2 PRICES ARE TO BE QUOTED AS PER NIT.

Bidder should submit their offer in two parts [Techno-Commercial Bid & Price Bid]. The offer containing both the parts shall be submitted in sealed covers and the cover should have the tender name (BHEL-EPD-CPBG-WCT8-2019-20Package A), TechnoCommercial Bid / Price Bid separately and due Date (12th Mar-2020) written on it. Each part shall be put in a separate sealed envelope and the cover should have the corresponding part name, subject of tender and due date written on it.



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Only the techno-commercial part will be opened on the due date. THE TECHNO-COMMERCIAL OFFER SHOULD CONTAIN FILLED & SIGNED PRE-BID QUALIFICATION IN THE FORMAT ATTACHED HEREWITH IN THE COMPANY LETTER HEAD along with other necessary documents as mentioned in NIT.

.3 **Example of the covers & envelope for offer are shown below:

BHEL-EPD-CPBG-WNK-SIT-CON-001 MODIFICATION CONTRACT AT 1X800MW
WANAKBORI SITE



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Cover-1

Techno-Commercial BID BHEL-EPD-CPBG-WCT8- 20 PACKAGE A	Due Date -
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Cover-2

PRICEBID BHEL-EPD-CPBG-WCT8- 2019-20 PACKAGE A	Due Date -
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ENVELOPE

BHEL-EPD-CPBG-WCT8-2019-20 PACKAGE A
Due Date -
To Sr. DGM/CPBG Production Bharat Heavy Electricals Ltd ELECTRIC & PHOTOVOLTAIC DIVISION PB No: 1245, Science Institute Post Bangalore – 560 012
From. Name of the bidding Firm Address of the bidding Firm

Envelope-A = Cover-1 + Cover-2

**BHEL-EPD-CPBG-WNK-SIT-CON-001 MODIFICATION CONTRACT AT 1X800MW
WANAKBORI SITE**



Bharat Heavy Electricals Limited
ELECTRIC & PHOTOVOLTAIC DIVISION, Bengaluru-560012



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1.4 Tender Due date and EMD:

BHEL-EPD is inviting sealed tender in two-part bid for wiring and assembly of low-voltage switchgear at CPBG SHOP FLOOR, EPD BENGALURU-12.

Tender Due Date: 05th Mar-2020, 02:00 pm

Tender Opening Date: 05th Mar-2020, 2:30 pm.

EMD : Rs. 42,000/-

Separate EMD is to be submitted along with each Package.

Please super scribe "Enquiry: "BHEL-EPD-CPBG-WNK-SIT-CON-001. Due date: 05th Mar-2020" in all your sealed envelopes with your full company name and address printed / stamped / hand-written. All bidders should submit sealed envelopes containing: -

- 1) Techno-Commercial Offer / Bid
- 2) Price Bid

Each separately put in sealed envelope inside.

Please read all the tender documents completely. Techno-Commercial Bid should contain: -

- A. EMD
- B. Printed / Photocopy of each page complete NIT with signature of the bidder on each page.
- C. All supporting documents in support of Eligibility Criteria (Pre-qualifying criteria).
- D. Deviation sheet for Non-Technical requirement inclusive of commercial
- E. Deviation sheet for Technical requirement
- F. Signed copy of unpriced price bid format.

Price bid should have covering letter of bidder along with duly filled price schedule in BHEL format.



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2. TENDER DOCUMENT:

2.1 BHEL/ EPD (A Govt. of India Enterprise) is desirous of engaging Contractors for carrying out wiring & integration work of LV Switchgear providing labor and supply of required material as per contract for carrying out wiring, integration work of LV Switchgear work at CPBG Production Shop floor of BHEL-EPD, Bangalore.

2.2 Sealed Bids are invited under two-part bid (Part-A: Techno-Commercial Bid and Part-B: Price Bid) system from the competent Agencies with sound Technical and financial capabilities, fulfilling the Pre-qualifying requirements stated in the tender documents.

3. Interested and eligible parties may study the tender document carefully and offer their bids.

4. The salient features of the tender documents are as follows:

- a) Notice inviting Tender
- b) Instruction to Tenderer
- c) General terms and conditions
- d) Duties and Responsibilities of Contractor
- e) Scope Work description.
- f) Proforma for offering techno- commercial bid.
- g) Price Bid Formats
- h) Declaration by Contractor
- i) Agreement between Contractor and BHEL- EPD

5.0 For any clarification w.r.t tender document may please contact Sh Sandeep Anand (Dy. Manager/CPBG – sanand@bhel.in--080-2218-2122)/ Sh B. M Hiremani (AGM/CPBG-hiremani@bhel.in-080-2218-2204).

6.0 Bidder has to submit the tender in two part bid system with part-A being tech/commercial bid with relevant documents and complete signed copy of NIT with – Deviation if any. Vendors who will be techno/commercially accepted by the committee, price bid of only those vendors shall be opened.

(Head of the Contracting Dept.)
(BHARAT HEAVY ELECTRICALS LIMITED-EPD BENGALURU)



Bharat Heavy Electricals Limited
ELECTRIC & PHOTOVOLTAIC DIVISION, Bengaluru-560012



TENDER NO.: BHEL-EPD-CPBG-WNK-SIT-CON-001

Vol: II

1.0 NOTICE INVITING TENDER:

SL NO	DESCRIPTION	REMARKS
1	Tender No.:	'BHEL-EPD-CPBG-WNK-SIT-CON-001
2	Qualifying Requirement:	As per NIT Terms & Conditions
3	Duration of Contract:	One year (12 months) from the date of Work order)
4	Earnest Money Deposit to accompany Tender:	PACKAGE A: Rs. 42000
5	Last date for submission of tender doc.:	Up to 14:00 hrs of 05 th Mar 2020
6	Date and time of opening of Tender (PartA):	at 14:30 hrs on 06 th Jan-2020

Designation: AGM / CPBG Head
of Contracting Dept.



TENDER NO.: BHEL-EPD-CPBG-WNK-SIT-CON-001

BHEL-EPD, Bangalore

Date: 20.02.2020

2.0 INSTRUCTIONS TO TENDERER:

2.1 Vendor has to follow below mentioned process for subject tender.

2.2 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below:

Part 'A': Techno-commercial Bid (To be submitted in sealed cover enabling us to open on 12th Mar-2020 at 14:30 hrs.)

Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions.

Part 'A' must be duly completed and sealed along with the Earnest Money Deposit (EMD) of EMD: PACKAGE A: 1.2 LAKHS in a separate envelope super scribed Tender Enquiry No. BHELEPD-CPBG-WCT8-2019-20(Package-A), Due date: 12th Mar-2020, Part 'A' Techno-commercial Bid". The tenderer shall not indicate the price or rate in the PART-A: Techno-commercial bid.

2.3 The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected as Non-responsive/non-conforming and non-acceptable.

2.4 Part 'B' must be duly completed with reference to the tender conditions and put in a separate sealed envelope super scribed "Tender Enquiry No. BHEL-EPD-CPBG-WCT8-201920, (Package-A)-Price Bid".

2.5 The Techno Commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer as a token of acceptance.

2.6 Part 'B' – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.



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2.7 The techno-commercial offer will be opened on the due date. The tenders, meeting our techno-commercial requirements /qualified in Techno- Commercial Bid shall be considered for Part 'B' Price bid

2.8 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted.

2.9 The tenderer should submit the tender documents intact without detaching any page or pages.

2.10 The Name of the tenderer along with tender no. or reference number should be written or the contractors seal to be put on the sealed envelope.

2.11 Before making the offer, the tenderers are advised to carefully go through the terms and conditions, which form part of the Agreement.

2.12 All entries in the tender document should be in one color Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns are left blank, the tender can be rejected.

2.13 The total price/rate should be quoted in figures as well as words.

2.14 Each and every page of tender documents should be stamped & signed by the tenderer.

2.15 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Tender Box kept at Reception at BHEL EPD Bengaluru, so as to reach on or before 14:00 hrs. On 12th Mar-2020. The tender documents may also be sent either by registered post / Speed Post / Courier so as to reach on or before the said date and time. Any delay in submission of bid due to whatever reason (postal/courier/personal etc.) shall not be entertained and vendor shall be responsible for the same. Part 'A' of tender form i.e. Techno-commercial Bid will be opened on 12th Mar-2020 at 14:30 hrs. on the same day in the presence of tenderers or their representatives who are present for the tender opening. No Separate Notification Shall Be Sent for Tech-Commercial Bid Opening Until & Unless There Is Change Due to Uncontrolled Circumstances. Tenderers who qualify in the Techno-commercial Bid will be intimated to attend the tender



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opening/Reverse auction of part 'B' - Price bid at a date to be notified separately. Part 'B' i.e. price Bid /Reverse auction will be done at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening.

2.16 For any further details required, DY MANAGER/CPBG Production of BHEL/EPD, Bangalore may be contacted in person or through Telephone Nos. (080-2218-2122/2281).

2.17 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding.

2.18 PRICE BID - The tenderers are required to submit their quotations duly written on top of the Price bid for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activities after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulties in execution of the contract.

2.19 VALIDITY OF RATES: The rates quoted should be valid for 120 days initially from the date of opening of the pre-qualification bid for purpose of award. After award, awarded rates shall be firm till contractual duration.

2.20 The rates shall include the payments on account of Employee contribution to PF, PF Admin. Charges, EDLI, Employer contribution to ESI, Gratuity, Service Tax, etc., as per the directives issued by BHEL time to time.

2.21 The tenderer will be required to quote the rates for complete package in price bid format and rates of individual items shall be calculated based on the formulae given in item sheet by BHEL.

2.22 Total value should be quoted in Indian Rupees and Paisa only. In case of difference in the rates quoted in figures and words, the lower of the two rates will be taken as the tendered rate.



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2.23 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.

2.24 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer with a notice of 02 months.

2.25 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.

2.26 Tender document should be complete in all respects.

2.27 Successful tenderers shall enter into an Agreement on stamp paper of Rs.250 or more as a token of having accepted the rates, terms and conditions of the contract as per the proforma given by BHEL.

2.28 The Offers should be in full conformity with the terms and conditions of this tender. Incorrect and incomplete tenders are liable to be rejected. Deviations, if any, should only be mentioned as per formats for Non-Technical Deviations (i.e. General Terms & Conditions, Commercial Terms etc.) & Technical Deviations (i.e. Scope of Work, Modalities of Contract etc.) Deviation given separately apart from above formats shall not be considered or taken in record. BHEL at its discretion whether to give any further chance to a bidder in case of any deviation or reject the same offer.

2.29 Tenders not submitted in the prescribed forms will be rejected.

2.30 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.

2.31 Eligible tenderers will be informed of reverse auction as per procedure as stated in the document.

2.32 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.

2.33 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected.



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2.34 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by contractor in writing to BHEL EPD for the contract purposes.

3.0 GENERAL CONDITIONS OF CONTRACT:

3.1 Eligibility Criteria:

3.1.1 In case of Firm of contractor, the same should be a registered and well established organization.

3.1.2 Tenderer should have the essential License under Factory license and Contract Labor (Regulation & Abolition) Act 1970. However, in labor contracts, the tenderer should produce the license before commencement of work if applicable.

3.1.3 A copy of the license issued by the Labor Dept. under Contract Labor (Regulation & Abolition) Act 1970 to be produced to establish that tenderer is a valid license to carry out the work as applicable. Successful tenderer has to get the endorsement in the license for the areas and nature of work which they will be performing as part of the contract.

3.1.4 Tenderer should have independent ESI Employer code under ESI Act 1948.

3.1.5 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

3.1.6 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced.

3.1.7 BHEL may ask to submit solvency certificate from a Bank regarding the tenderer's financial position.

3.1.8 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents.

3.1.9 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization



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on any ground. Tenderer shall confirm this in the Declaration (Ref 6A). During the course of work, if any such information comes to light, the contract may be terminated.

3.1.10 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

3.1.11 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.

3.1.12 If the tenderer gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender /claim at any stage.

3.1.13 **DELETED**

3.1.14. Also further:

(i) Average Annual Financial turnover during the available last 3 years ending 31st March of the previous financial year.

AND

(ii) Experience criterion should be as mentioned as a part of the tender document.

Please refer PRE-QUALIFICATION REQUIREMENT clause FOR DETAILS.

3.1.15. In all such cases of rejection of Price Bids, the EMD amount would be refunded by BHEL normally within 15 days of acceptance of award of work by the successful tenderers.

3.1.16. **DELETED.**

3.1.17 NON DISCLOSURE AGREEMENT: Vendor/Lessor shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (Copy enclosed) in compliance to Information Security Management System.

3.1.18. CONFIDENTIALITY: Vendor/Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the purchaser / Lessee and also of the



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Systems, procedures, reports, input documents, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

3.1.19. MSME suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-A) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). 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 is observed in the above required documents or all required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette Officer.

3.2 EARNEST MONEY DEPOSIT (EMD):

3.2.1 Earnest Money Deposit as indicated in the NIT is to be submitted along with tender documents Part – A. EMD is payable in Cash (as permissible under Income Tax Act), Pay order or Demand Draft favoring BHEL, EPD payable at Bangalore.

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheques/ Pay order/ Demand draft, in favor of BHEL, EPD payable at Bangalore (along with offer)

In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

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

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The



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Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/

contractors" and forfeited/ released based on the action as determined under these guidelines.

3.2.3 Tenders without EMD are liable to be rejected.

3.2.4 EMD shall not carry any interest nor confer any right for award of contract.

3.2.5 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderers.

3.3 SECURITY DEPOSIT (SD):

3.3.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer may be converted and adjusted towards the required amount of Security Deposit.

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

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as

defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith) due to failures on the part of the contractor or due to termination of contract or contractor



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becoming disqualified because of liquidation and other reasons. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

3.3.3 Collection of Security deposit:

- a) At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- b) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

3.3.4 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

3.3.5 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

3.3.6 The Security Deposit shall not carry any interest.

3.4 STATUTORY REQUIREMENTS:

3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages payable to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, travelling allowance, attendance bonus etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments receipt of ESI and PF challan for previous month, made to the concerned agencies.



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3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative.

3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.

3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred.

3.4.7 The Income tax as applicable will be deducted from the bill of the contractor.

3.4.8 Each tenderer will be required to maintain the daily attendance of his laboratories in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.

3.4.9 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act.

3.4.10 Delivery Challans & Invoices /Service Entry Sheet in the format as specified under GST laws mentioning your GSTIN No, item HSN/SAC No should accompany supply bill.

1. GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 return and receipt of goods/services and tax and confirmation of payment of GST thereon by vendor on GSTN Portal.



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2. Bank Guarantee of appropriate value may be obtained from vendor which shall be valid at least one month after the confirmation of payment date by vendor on GST portal and receipt of Tax invoice and receipt of goods, whichever is later. (if (a) above could not be complied).

3. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/BG of appropriate value may be obtained from vendor alternatively payment covering GST portion including interest thereon shall be release to vendor only upon completion of these requirements.

4. In case vendor delays declaring such invoice in his return & GST credit by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST Law shall be recoverable from vendor/contractor along with interest levied/leviable be obtained from vendor alternatively payment covering GST portion including interest thereon shall be released to vendor only upon completion of these requirements.

SERVICE ADDRESS:

1X800MW WANAKBORI STPP
GUJARAT

3.5 Manpower:

3.5.1 The Contractor shall provide the required/skilled manpower for executing the wiring and integration. Requirement of manpower shall be decided by BHEL based on availability of enclosures/material and customer requirement. The contractor shall not engage a person who is less than 18 years of age and more than 60 years of age. BHEL may demand any time for requisite number of manpower for faster execution of work to suit customer requirement and vendor has to adhere to same without any additional price implication.

3.5.2 Skill of manpower may be tested at EPD shop floor on monthly/bi-monthly basis based on BHEL requirement.



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3.5.3 Skill testing shall include check of lugging quality, routing of wire bunches, alignment of components, link work clearances etc. related to scope of work.

3.5.4 Skill test shall be jointly by Dealing Production engineer and CPBG quality, maximum of three warnings shall be given to wiremen or mechanical person and after that same shall be removed from wiring for minimum of 01 months till he passes the test.

3.5.5 The contractor shall be responsible for safety of his laborers while they are engaged for work connected with the contract. BHEL, in order to ensure the quality and uniformity of the safety appliances, will provide the same as per requirement to the contractor for Distribution to his workmen who are engaged in the premises. The Contractor shall be responsible for the appropriate usage of the said safety appliances.

3.5.6 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Contractor and his employees, the contractor alone is solely responsible for resolving the dispute between them, and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.

3.5.7 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representative one supervisor shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor and same shall not be diverted to any other work without written consent from BHEL.

3.5.8 The contractor shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. However, the contractor shall not engage any person who has completed 60 years of age. Further, retired employees of BHEL with specialized skills may be engaged up to 65 years with the specific approval of BHEL. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.

3.5.9 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.



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3.5.10 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work.

3.5.11 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating/ working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

3.5.9 Working Hours:

- i) 1st Shift : 6:00 am to 2:00 pm ii)
- General Shift: 8:00 am to 4:30 pm iii)
- 2nd Shift : 2:00 pm to 10:00 pm
- iv) Night Shift : 10:00 pm to 6:00 am

Manpower are required to be deployed in shifts as per BHEL requirement on all working days of the week.

Note: In case of emergencies, the work is to be attended on Sundays and Holidays also. Alternate shift of similar working hours will be intimated as and when required and will have to be arranged by the contractor.

3.6 PERIOD OF CONTRACT

3.6.1 The contract shall be, initially, for a period of one year (12 months) from date of work order.

3.6.2 The parties, if mutually agreed upon, may extend the period of contract for a further period of one year on the same terms and conditions for similar item work.

3.6.3 The parties are at liberty to terminate the Agreement by giving 01-one calendar month notice in writing and the loss if any caused to the other party due to termination of contract shall be compensated by the party terminating it.



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3.7 FAILURE TO COMPLY WITH CONTRACT

3.7.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.

3.7.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the tenderer, the tenderer is liable to compensate the same.

3.7.3 In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues as well as directly from the Tenderer.

3.8 PAYMENT TO THE CONTRACTOR:

3.8.1 The contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work and approved by HOD.

3.8.2 The Contractor shall initially pay the wages, additional wages, bonus, OT and other allowances of his workmen.

3.8.3 Docs required with Labour Bill:

a) The Contractor shall file the electronic return of PF/ESI and submit proof of payment of both the employers' and employees' contributions every month. Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and pF/ESI No. and deductions made) for whom the contribution has been submitted by him for the last month paid period..

b) Bill in original with HSN code.

c) BHEL Mat code detail along with qty and rates as packing list.

3.8.4 Docs required with supply bills:

b) Bill in original with HSN Code through BHEL Security entry on bill.

c) BHEL Mat code detail along with qty and rates as packing list.

3.9 SUB-CONTRACTING



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3.9.1 The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of Engineer-In Charge and HOD/Production.

3.10 LAWS GOVERNING THE CONTRACT

3.10.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

3.10.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

3.10.3 All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions and in the event of failure such disputes shall be referred to the Court or mutually agreed Arbitrator.

3.10.4 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 ,28.05.2018 & 29.05.2019 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.

3.11 LEGAL JURISDICTION:

3.11.1 In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Bangalore, where BHEL - EPD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-EPD is situated and no other court shall have the jurisdiction.

4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:

4.1 The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance.



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4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen.

- The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R & A) Act 1970 and relevant rules)

4.3 All the registered contractors shall submit the returns required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

4.4 EPD – Bangalore is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc., The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.

4.5 Workmen insured under ESI Act as applicable only shall be deployed in wiring and integration work.

4.6 Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

4.7 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan. Annual Return in Form 6A along with Form 3A.

4.8 The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995:



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- a) Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- b) Pass Book.
- c) Cash Book.
- d) Attendance.
- e) Wage Register.

4.9 The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.

4.10 contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.

4.11 contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to furnish under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said acts.

4.12 Contractor shall arrange for his own P.F. and ESI Code No. from the PF and ESI authorities respectively.

4.13 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and to keep all the records in Form C as per the said Act.

4.14 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act.

4.15 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during



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night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

4.16 The Wage period for the Workmen of Contractors shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month. The disbursement shall be preponed to the 6th day, if the 7th day happens to be a holiday. Similarly, in case of Overtime wages, the contractor shall make the OT payment to his workmen along with the salary within 7 days of the closure of the wage month. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Account to the Accounts of his workmen so that risks associated with cash transactions can be avoided.

4.17 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.

4.18 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform will be provided by Contractor at its own cost. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.

4.19 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

4.20 **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL-EPD):
The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act. Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract workmen works on such additional declared national holiday, he will be entitled to additional wage for the said day.



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4.21 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.

4.22 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.

4.23 The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.

4.24 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. Of working.

4.25 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

4.26 The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax cell) Bangalore, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.

4.27 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.

4.28 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other



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authority under the Act, failing which the contract may be terminated without any notice.

- 4.29** Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.
- 4.30** The contractor shall abide by all the lab our legislations and other laws including the provisions of Contract Lab our (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, Employee Provident Fund Act and other relevant Acts applicable to his workmen under this Contract.
- 4.31** BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.
- 4.32** The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.34** The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.35** The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL Engineer In charge from time to time.
- 4.36** In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work and risk purchase clause shall be applicable as per tender. In case only a part of the



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contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.

- 4.37** The Contractor, shall, without fail, give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.
- 4.38** Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 4.39** During the currency of contract, if the contractor is awarded any other work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work. Any additional work awarded to vendor shall be executed only with exclusively separate manpower.
- 4.40** In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party on risk & cost to original contractor with overheads of min. 5%.
- 4.41** All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.
- 4.42** BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or them wages which are not justified by the terms of the contract or nonobservance of the said contract Lab our regulations.



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4.43 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.

4.44 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.

4.45 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.

4.46 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.

4.47 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.

4.48 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.

4.49 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

4.50 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 of 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



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testing undertaken by the company or during any works/during working at BHEL Units/Offices/townships and premises/Project Sites.

c) Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
(ii) In the event of other 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.

4.51 ARBITRATION & 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 which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

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

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

The Annexure A together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this Contract.

The Contractor agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure A to this Contract, from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure A with effect from the date as intimated by BHEL to it.



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Annexure--A

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

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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



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from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

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



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13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to



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

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.
23. The Conciliator(s) shall be entitled to following fees and facilities:

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.



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2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores.
SI No	Particulars	Amount
		Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators -Rs 30,000/- (one time)- to be paid to the IEC



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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
Sl No	Particulars	Amount



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	concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.
--	--

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



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23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/regulatory body, as the case may be.

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

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

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

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

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



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

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

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

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

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

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

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



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FORMAT-7

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

To,

M/s. (Stakeholder's name)

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

This letter is being issued without prejudice to our rights and contentions available



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under the contract and law.

Thanking you Yours
faithfully

Representative of BHEL

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

FORMAT-8

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

To,

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

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned



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disputes within a period of 30 days from the date of this letter along with details of counterclaims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

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

Thanking you Yours
faithfully

Representative of the Stakeholder

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

FORMAT-9

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

To,

M/s. (Stakeholder's name)

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

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

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No

/MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

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



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...../MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

- a)
- b)
- c)

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

Yours faithfully,

Representative of BHEL

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

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



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Vol-III

1. TECHNO-COMMERCIAL BID APPLICATION

To,

**DGM/ CPBG Engg
Bharat Heavy Electricals Limited
ELECTRIC & PHOTOVOLTAIC DIVISION,
IISc Post,
Malleswaram,
Bangalore – 560 012**

Dear Sir,

I / We hereby offer to carry out the ““Wiring contract for LV switchgears at EPD CPBG shop floor” against Tender Enquiry No. “BHEL-EPD-CPBG-WCT8-2019-20 (PACKAGE A)”

I /We have carefully perused each and every page of tender document no. “BHEL-EPD-CPBG-WCT8-2019-20 (PACKAGE A)” and documents connected with the above mentioned work and agree to abide with the same.

And

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of independent PF/ESI Code and We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also Agree for recovery of appropriate PF/ESI contribution from wages/bills.

I declare that, there was never / is no litigation or charge under investigation / enquiry / trial against me / us, nor conviction in a court of law or suspended or blacklisted by any organization on any grounds.

BHEL-EPD-CPBG-WCT8-2019-20(PACKAGE A)- “Wiring contract for LV switchgears at EPD CPBG shop floor”



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Signature & Seal of Tenderer:

Date:

2. TECHNO-COMMERCIAL BID QUESTIONNAIRE - A

Tender Enquiry No. - 'BHEL-EPD-CPBG-WNK-SIT-CON-001'

Details of the Contractor:

Name and address of the Firm:

Name and address of the proprietor:

Is any contract being operated under the Yes / No control of the tenderer in BHEL. (If yes furnish the details) :

Location/ Address Value Date of Completion

1.

2.

3.

Is any relative of tenderer employed in BHEL

Yes / No

(If yes, furnish the detail)

Name	Staff no	Location / Area
------	----------	-----------------

Signature & Seal of Tenderer Date:

**BHEL-EPD-CPBG-WCT8-2019-20(PACKAGE A)- "Wiring contract for LV switchgears at EPD
CPBG shop floor "**

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3. EVALUATION OF PRICE BID

3.1 Vendor has to submit envelop for tender 'BHEL-EPD-CPBG-WNK-SIT-CON-001' super scribing tender name & description and due date. Package shall have signed copy of Complete NIT and relevant documents required as per tender along with separate EMD as applicable. Package shall have separate ENVELOP INSIDE FOR price bids super scribing "BHEL-EPD-CPBG-WCT8-2019-20(PACKAGE A)-Price Bid" separately inside main envelop.

3.2 After techno-commercial evaluation, qualified bidders shall be intimated for reverse auction of the package if qualified bidders are as per BHEL internal policy. All qualified bidders have to participate in Reverse auction mandatorily if applicable.

3.2 Bidder has to quote for overall price of the contract ONLY FOR "Supply" & "Labour" portion, not for the individual item. Weightage Percentage allocation against each item of the BOQ is disclosed in the tender document which becomes the basis for the allocation of item wise amount/rate against the total lump sum price for the entire contracted scope of BOQ. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any). As per the above process bidder with lowest grand total amount shall automatically become over all L1 or item rate wise L1.

3.3 In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers and tender committee.

3.4 Final price calculation after weightage proportion, may have difference of approx. in range upto Rs 5000/- at max. on the lower side, which vendor has to agree.

4. DECLARATION BY TENDERER



I, -----, aged -----Yrs., S/o -----,

Residing at -----

Hereby declare as follows:

- (i) That my nationality is_____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities. (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal/Civil cases/Labor issues pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude. (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labor who is more than 18 years of age and less than 60 years of age having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the laborers to be employed against this tender and arrange for police verification as per requirement.

[Signature with Name & seal of the Tenderer]

Date :

Place :



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5.0 AGREEMENT BETWEEN CONTRACTOR AND BHEL- EPD

This Agreement made on this _____ day of _____ Two Thousand and Nineteen between M/s / Shri _____ aged about _____ years S/O of Shri _____, residing at _____, hereinafter called the "**Contractor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First part.

AND

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRIC & PHOTOVOLTAIC DIVISION, Prof. CNR Circle, P.B.1245, IISc Post, Malleswaram, BANGALORE-560012, a Company incorporated under the Companies Act 1956 and having its registered office at BHEL House, Siri Fort New Delhi - 110049, hereinafter called " BHEL-EPD " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the second part.

Whereas

1. BHEL, EPD is desirous of entrusting to the said contractor to engage and carryout the contract job of more specifically mentioned in the Annexure (hereinafter called the Contract work) to this Agreement.
2. The Contractor who is a specialized agency in the type of contract work in different establishments has agreed to undertake the said contract work on Works contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES:

The Terms and conditions of this agreement are as stipulated in:

- (i)** Notice Inviting Tender- TENDER NO.: BHEL-EPD-CPBG-WCT8-2019-20(PACKAGE A)
- (ii)** Scope of Work
- (iii)** Proforma for Offering Techno-Commercial Bid
- (iv)** Special Terms & Conditions of the Contract
- (v)** General Terms and Conditions
- (vi)** Duties and Responsibilities of Contractor
- (vii)** Price Bid Format
- (viii)** Declarations By Contractor
- (ix)** Work Orders and Work Instructions issued to the Contractor
- (x)** Agreement between Contractor and BHEL-EPD



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(xi) All volumes of NIT (I,II,III,IV,V etc.)

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Shall form part and parcel of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO through their authorized Representatives have signed these presents on the day, month and year mentioned above.

For and on behalf of M/s -----

[Authorized signatory of Contractor]

Name & Designation:

Witness1-

Signature :

Designation :

Address :

For and on behalf of

**Bharat Heavy Electricals Limited ELECTRIC
& PHOTOVOLTAIC
DIVISION, Bangalore 560012.**

[Head of Contracting Dept.]



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Witness2- Signature:

Designation:

Address:

6. THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____ on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

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I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at....., this..... day of20.....

Name Of Company:

Signature & seal:

7. Reverse Auction Terms & Conditions-Activities related to Contract:

- a) **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by Service Provider the Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from Service Provider All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- b) **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid. Should any bidder back out and not make the supplies as per the rates quoted, BHEL and / or Service Provider shall take action as appropriate.
- c) **Auction Start price & Decremental Value:** The start price & Decremental value applicable in the on line reverse auction will be decided by BHEL after evaluating the bids received from the vendors in the on line initial sealed bid auction and will be available to the vendors on the bidding screen of the online reverse auction.
- d) **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to sell. The bidders to note that the first appreciable bid that comes in the system must be equal to or less than the auction start price which the bidder can view at the start of reverse auction and subsequent bids shall conform to minimum decremented value or multiples of the decremented value.
- e) **AUCTION TYPE:** English No Ties Reverse (Refer Bidder Manual)
- f) **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields:
 - a. Rank of the bidder
 - b. Lowest bid in the reverse auction



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- c. Bid Placed by him
- g) **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
- h) **GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auctions site ----- using the Login ID and passwords given to them.
- i) **OTHER TERMS & CONDITIONS:**
 - a. The Supplier / Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - b. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - c. BHEL's decision on award of Contract shall be final and binding on all the Bidders.
 - d. BHEL along with Service Provider can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or Service Provider after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - e. BHEL/Service Provider shall not have any liability to Bidders for any interruption or delay in access to the site for the reasons which include Power supply interruption, System failure, and non-availability of WEB/Screen etc.
 - f. BHEL/Service Provider is not responsible for any damages, including damages that result from, but are not limited to negligence. BHEL / Service Provider will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
 - g. NB: All the Bidders are required to submit the Agreement Form duly signed to Service Provider. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the suppliers (bidders).
- j) After the completion of the Auction event, all the Bidders have to submit the Price Breakup immediately to Service Provider for further proceedings.



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k) Event Information:

The “BHEL” has contracted to conduct this online bidding event. Service Provider shall answer all questions relating to the bidding process and conduct of the Reverse Auction Event.

1. Scheduled Date & Time of the event:

WILL BE INTIMATED BY

Any change in the scheduled time will be duly informed to you in advance.

2. Contact Information

“BHEL-EPD”

General Contract related Queries	
Name:	
Designation:	Trinath
Tel Nos.	Dy. Manager/ CPBG-Engg
E-mail ID:	080-2218-2
Mobile No:	

“Service Provider”

Software Related Queries/ Process related Queries	
Name:	TO BE INTIMATED LATER before RA
Designation:	
Tel Nos.	
E-mail ID:	



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8. Reverse Auction: Process Compliance Form

To
Service Provider, -----
-----.

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the bid document for ----- (Items) against BHEL Tender No. dated

This letter is to confirm that:

- 1) The undersigned is authorized official of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal -

Name -

Company / Organization -

Designation within Company / Organization -

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Address of Company / Organization –



TENDER NO.: BHEL-EPD-CPBG-WCT8-2019-20(PACKAGE

A)

VOL- IV: SPECIAL CONDITION OF CONTRACT:

1. PRE-QUALIFYING CRITERIA FOR PACKAGE-A:

SL. NO.	Name And Description Of Qualifying Criteria	Requirement w.r.t to fulfilling the PQR Criteria
A	<u>Technical</u> A.1 Bidders who wish to participate should have experience of successfully completed <u>“similar works”</u> during last seven years ending last day of the month previous to the one in which applications/tenders are invited should be either of the following: 1. three <u>“similar works”</u> completed and costing not less than the amount of Rs 6 Lakhs. OR 2. two <u>“similar works”</u> completed and costing not less than the amount of Rs 10 Lakhs. OR 3. one <u>“similar work”</u> completed and costing not less than the amount of Rs 16.5 Lakhs.	Applicable. Bidder to submit relevant documents as proof of completion or execution of work like P. O with bills ack. or certified note/email by third party/. customer etc. to establish that amount of work is completed and is of similar work as mentioned in Point H. below for definition of <u>“similar work”</u> .
B	<u>Financial</u> B-1 TURNOVER Bidder should have achieved an average annual financial turnover of <u>Rs 6.3 LAKHS</u> or more, over the last three available Financial years (FY).	Applicable. Bidder shall submit annual accounts (balance sheets or profit & loss account or IT returns etc.) in support of this .
B-2	<u>PROFIT</u> Bidder must have earned cash profit positive in any one of the three financial years as applicable in last three years defined in B-1 above.	Applicable Bidder shall submit annual accounts (balance sheets or profit & loss account or IT returns etc.) in support of this .



C.	ESI Code registration Tenderer should have independent ESI Employer code under ESI Act 1948. Photocopy of letter from ESI Corp. to establish that tenderer is independently registered as an employer under ESI to be produced. The employer is required to deploy his labors who are having valid ESI subscription.	Applicable Contractor to submit relevant certificate of registration under ESI act.
D.	PAN No. Vendor should have valid PAN no. registration	Applicable Contractor to submit relevant certificate of PAN.
E.	GST No. Vendor should have valid GST no. registration	Applicable Contractor to submit relevant certificate of GST REGISTARTION.
F.	PF Code No Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. Photocopy of letter from PF Commissioner's Office to establish that tenderer is independently registered as an employer under PF to be produced. The employer is required to deploy his labors who are having valid PF subscription.	Applicable Contractor to submit relevant certificate of registration under EPF act.
G.	SOLVENCY CERTIFICATE solvency certificate of value Minimum Rs 2.0 Lakhs.	APPLICABLE Contractor to submit relevant solvency certificate from scheduled bank & should not be more than 06 months old as on tender opening date.



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H.	<p><u>Similar work</u> as above means:</p> <p>Modification work of <i>switchgear/Control panels</i> including</p> <p>1. mounting of <i>switchgear/Control panels</i> components.</p> <p>AND</p> <p>2. Wiring of switchgear component in switchboard or control panels.</p>	<p>APPLICABLE.</p> <p>P.Ocopies/bills/completion certificates should indicate same or should have clear establishment of kind of work executed.</p>
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Note:

- I. Photocopy in support of above wherever applicable should be attached.
- II. I declare that I have read the tender document completely and have understood the scope of work and terms & conditions governing the contract. I agree to abide by the same and other terms & conditions and guidelines issued by BHEL during the course of execution of the work as per the contract.

Signature of the Bidder

Date:

2. Commercial Terms:

	Item	BHEL requirement	Bidder's Reply
I.	Payment Terms	<ol style="list-style-type: none">1. For supply bills: 100% within 30 days of Supply of material along with Bill and relevant documents as per NIT.2. For Service bills: 100% within 30 days on handing over to internal quality for testing. along with Bill and relevant documents as per NIT.	



II.	Delivery Period	<p>Delivery Time per Board containing (double front & single front both considered as single vertical): -</p> <p>Up to (\leq) 18 verticals = 21 days</p> <p>Above ($>$) 18 verticals = 28 days</p> <p>From the date of handing over of Enclosure/raw material in BHEL scope, whichever is later. Delivery delay due to BHEL material unavailability/other vendor material unavailability or delay in execution shall be on BHEL part and contractor under this contract shall not be liable for the same.</p> <p>Payment does not dissolve contractor from the responsibility of attending the defects upon subsequent inspections at EPD shop floor attributable to contractor. Any delay pertaining to same shall also add up in delivery time for LD calculation if not attended within 03 days for defect attributable to vendor.</p> <p>However contractor completion time shall be judged based on completion as per his scope of supply and work.</p>	
III.	Bidder Capacity	40 verticals (any rating) per month which should include minimum 6 breaker verticals if applicable.	
IV.	Liquidated Damage	0.5 % per week up to 10% for full board value. Both material & labor will be considered. No addition/deletion list will be considered for LD purpose.	



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V.	Risk Purchase Clause	<p>Risk purchase clause is applicable in any of the following cases:</p> <p>i) Contractor does not mobilize his resources to start the work within 7 days from the date of written intimation from BHEL. ii) Contractor response is not as per the project schedule or contractual terms. iii) Contractor is not adhering to BHEL requirement within contract, for manpower or contractual obligations.</p> <p>A notice for 15 days shall be given to vendor for corrective measure, through email or registered post. before taking risk and cost measure.</p> <p>Risk and cost shall involve Value as per cost to BHEL plus 5% overheads.</p>	
VI.	Price Validity (before opening PB)	120 days from the date of Techno- Commercial bid opening	
VII.	Price Validity (during the tenure of Contract)	Price as per Awarded Work Order shall be firm for 01 years from the date of issue of Work Order / LOI. No PVC is applicable. However contract can be extended for 01 more year (i.e. 2 nd year) with same rate and Terms & conditions with mutual consent for similar kind of work at EPD PREMISES with vendor consent and prior approval of BHEL.	
VIII.	Contract Value variation allowed	Value of Overall contract may vary up to 30% on total value for execution of similar work at EPD Shop floor at the same rate. The quoted item rates should remain firm irrespective of variations in the individual quantities subject to overall variation mentioned in NIT/Work order.	

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IX.	Compensation to Contractor	No compensation to contractor shall be given for prior completion/early closure or any negative/positive variation in contract value.	
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3. Non-Technical Deviation:

Total No. of deviations proposed by the Bidder- _____ nos.

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BIDDER'S SIGN & SEAL:

4. Overview of the contract:

1. BID OPENING:

8.1 Before opening of Techno-Commercial Bid

1. Bidder has to go through the full tender document inclusive of engineering documents.
2. Bidder can contact BHEL personnel as specified in the NIT.
3. Bidder should prepare their offer as mentioned in this NIT (full-document) and submit [2 bids: Techno-Commercial Bid & Price Bid] on or before the tender due date and time with properly mentioning details as prescribed in NIT. Techno-Commercial offer must contain unpriced signed price-bids and EMD.

8.2 After opening of Techno-Commercial Bid

1. BHEL will evaluate the techno-commercial offers submitted by different bidders. Only those offers will be evaluated which will be opened by tender opening committee.
2. BHEL may ask further clarification from the bidders.
3. BHEL at its liberty to reject any offer based on deviations from NIT. Further opportunity to any bidder to submit any document may or may not be given at BHEL's discretion.
4. BHEL-EPD may call the bidders for further discussion. Bidder or his authorized representative (who are capable of taking decisions) should be able to be present at BHEL-EPD, Bangalore during working hours of BHEL-EPD within given time notice (preferably e-mail correspondence).

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5. Rejected offers (out of which opened by tender opening committee) except any regret by the bidder will be informed to the respective bidders by email correspondence.

8.3 Before Price-Bid Opening:

1. In case, tender documents are requested by post, BHEL-EPD shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency.
2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders have to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in nonconsideration of their bids, in case BHEL decided to go for RA.
3. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
4. In case RA is not conducted or fails, BHEL reserves the right to open the price-bid.
5. All techno-commercially qualified bidders will be intimated for BHEL's decision for Price-Bid opening & date-time for the same.

8.4 Evaluation of L-1

1. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis as quoted in Part- B-2 .(Grand Total Price for all the items indicated above minus tax credit, if, any).
2. BHEL may call vendor for price negotiation as per BHEL discretion.
3. After the finish of Negotiation / Price-Bid rounds, BHEL will inform the respective bidders their respective Security Deposit amount.

8.5 After issue of Work Order:



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1. BHEL will issue work-order and LOI to the bidders and will ask them to submit their Security Deposit Amount.
2. In-case of failure to submit Security Deposit amount, cases will be governed by BHEL internal policy.
3. Failure to submit Security Deposit within prescribed time may result in forfeiting the EMD amount or any other requisite action.
4. Bidders need to furnish other documents on receipt of work-order/LOI as per NIT.
5. Above process is to be done separately for both package-A and B and separate envelops should be submitted for tender.

8.6 During the execution of the contract:

1. Contractor will be held responsible for any damage caused to BHEL-property and suitable actions will be taken against for the same for recovery with overheads.
2. Contractor needs to arrange all tools, tackles, other materials including ferruleprinting machine, drilling-cutting-fastening tools etc.
3. Each contractor should engage one full-time independent supervisor for this contract. Supervisor need to submit his work-plan, material-status, commitment-for-completion- of-work, attendance-of-his-man-power etc. as and when demanded by BHEL. Supervisor should have full control over the man-power deployed and full command on the work. BHEL will also issue any working drawing/material etc. directly to the supervisor only.
4. Each contractor should arrange necessary arrangement to keep the workplace clean (preferably by engaging additional person for sweeping and cleaning). If any contractor fails to keep the workplace clean, suitable actions will be taken by BHEL e.g. recovery of cleaning expenditure from the contractor's bill.
5. For any workmen qualifying all terms and conditions of NIT, gate passes will be issued. Details for new person or for renewal of gate passes contractor has to furnish all necessary details and document at least 3 working days before.
6. Material (in the scope of the contractor) entry to BHEL-EPD is only permissible on working days from 8:00hrs - 15:00hrs through material gate. Contractor needs to follow the BHEL standard security policy for material entry.
7. Contractor should arrange required security mechanism for his tools, tackle or materials. BHEL is not responsible for any damage.



8. During the execution of the contract, contractors will be bind the terms and conditions as specified in the NIT.
9. BHEL will furnish the relevant IGA to the contractor any particular module, if required. No components (purchased by BHEL) will be allowed to take outside BHEL-EPD during the contract without permission of BHEL. Once approved other contractors doing the same type module have to follow the same.
10. Bidder has to confirm that throughout the project only one type of wiring methodology is followed.
11. Wiring should be neatly arranged with the help cable-ties or suitable saddles or trough OR other materials. Saddles should be of screw type.
12. Under normal circumstances, BHEL will provide all the materials in BHEL's scope required for wiring of a particular switchboard.
13. Incase certain material under BHEL's scope, is not made available to the wiring contractor at the time of handing over the enclosure; the following rules should apply:
 -
14. Wiring contractor should leave the crimped-lugged-ferruled wire even if measuring instruments (digital and analog meters), indicating lamp & transducers are not made available to the wiring contractor at the time of handing over the enclosure. Unavailability of any other items other than measuring instruments (digital and analog meters), indicating lamp & transducers which is in BHEL's scope; delay due to such things will not be attributable to the contractor. Only calibrated IMTEs/Tools shall be used by vendor on their own cost.

8.7 Work Completed or partially completed

For any scheme change, final decision for rate shall be taken by BHEL Engineer In charge, HOD Prod & contractor representative for finalization of rate as per existing rate schedule. If required engineering can also be consulted.

Note: Chances of change in quantities are there and contract can be executed for similar work for variation up to 30 % of contract value with same rate.

8.8 Additional Steps to be followed at the time of billing

Vendor has to raise RA bills as per rate schedule with duly mentioning detail of work and name of board. SEPARATE BILLS SHALL BE RAISED FOR SUPPLY AND LABOR PORTION CLEARLY MENTIONING THE HSN CODES.



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9. Technical Deviation:

Sl No	Package no. (A/B)	Volume	CLAUSE NO.	NIT requirement	Bidder's Deviation
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Total No. of deviations proposed by the Bidder- _____ NOS.

Place:

Date:

Signature & Seal of the bidder:



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