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2012

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

**TENDER NO.: BHEL/NR/SCT/PANKI/CIVIL MANPOWER/1191**

**NAME OF WORK: RATE CONTRACT FOR PROVIDING CIVIL  
CONSTRUCTION AND ALLIED SERVICES ON JOB CONTRACT  
BASIS AT 1 X 660 MW PANKI TPS, KANPUR, U.P.**

Bharat Heavy Electricals Limited

Registered



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**NOTICE INVITING E-TENDER (NIT)**  
**BIDDER TO SUBMIT OFFERS ON PORTAL**  
<https://bhel.abcprocure.com>

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To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1. **Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	<b>BHEL/NR/SCT/PANKI/CIVIL MANPOWER/1191</b>	
ii	BROAD SCOPE OF JOB	<b>RATE CONTRACT FOR PROVIDING CIVIL CONSTRUCTION AND ALLIED SERVICES ON JOB CONTRACT BASIS AT 1 X 660 MW PANKI TPS, KANPUR, U.P.</b>	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, GCC, SCC etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Not Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Not Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	<i>Not Applicable</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	ISSUE OF TENDER DOCUMENTS	From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) and <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> Tender documents will be available at website till due date of submission	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 31/03/2020, Time : 1500 HRS</b> <b>Place : on <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></b>	<i>Applicable</i>
vi	OPENING OF TENDER	<b>At due date / time</b> <b>Date : 31/03/2020, Time : 1530 HRS</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. <b>However it being an e-tender it shall be opened online</b>	<i>Applicable</i>

vii	EMD AMOUNT	Nil	Not Applicable
viii	COST OF TENDER	Nil	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Five days before bid submission due date.</b>  Along with soft version also, addressing to contact address given below</p> <p>1) Name: <b>G.V. RAJA SEKHAR</b>  Designation: Sr. Manager  Deptt: SCT  Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301  Phone: (Landline) 0120-2416232  Email : <a href="mailto:gvr@bhel.in">gvr@bhel.in</a></p> <p>2) Name: <b>CHITTARANJAN SWAIN</b>  Designation: MANAGER  Deptt: SCT  Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301  Phone: (Landline) 0120 - 2416500  Email : <a href="mailto:cs@bhel.in">cs@bhel.in</a></p>	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not applicable
xii	LATEST UPDATES	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com --&gt;Tender Notifications →View Corrigendums) &amp; portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> <b>and not in the newspapers.</b> Bidders to keep themselves updated with all such information</p>	
xiii	TENDER SUBMISSION	on portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>	

2. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
3. NA
4. NA
5. **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

The tender shall be submitted as mentioned below:

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

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

- i. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

**DO NOT'S**

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

**Digital Signing of e-Tender**

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

**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

**M/s AbcProcure, Ahmedabad**

A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad-380006

The contact details of the service provider are given below:

<b>Name</b>	<b>Contact Nos.</b>	<b>e-mail ID</b>	<b>Role</b>	<b>Location</b>
Swapnil Hamilton	+91 79 40270549	<a href="mailto:swapnil.h@eptl.in">swapnil.h@eptl.in</a>	Support Executive	HO – Ahmedabad
Hardik Oza	+91 79 40270560	<a href="mailto:Hardik.oza@eptl.in">Hardik.oza@eptl.in</a>	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 79 40270590	<a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a>	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 79 40270545 / 9016859416	<a href="mailto:prashant@eptl.in">prashant@eptl.in</a>	Ast. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	<a href="mailto:dharam@eptl.in">dharam@eptl.in</a>	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	<a href="mailto:pradip@eptl.in">pradip@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	<a href="mailto:devang@eptl.in">devang@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

1. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on <https://bhel.abcprocure.com>.

6. **Not Used**

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

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

9. **Assessment of Capacity of Bidders:**

**Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

- I. **LOAD**: Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -

**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE**: Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

**(Note:** For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table -1))

- i). **Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':**

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$ )
- b) Number of Months ' $T_1$ ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package  $P_1$ . Similarly  $T_2$  for package  $P_2, T_3$  for package  $P_3$ , etc. for the tendered scope. Now calculate cumulative total months ' $T_T$ ' for total similar Packages ' $P_T$ ' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$ )
- c) Sum ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5} \dots S_{1-T_1}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T_1}$ ). Similarly,  $S_2$  for package  $P_2$  for period  $T_2, S_3$  for package  $P_3$  for period  $T_3$  etc. for the tendered scope for all Regions. Now calculate cumulative sum ' $S_T$ ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' $P_T$ ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- d) **Overall Performance Rating ' $R_{BHEL}$ ' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

- e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	$P_1$	$P_2$	$P_3$	$P_4$	$P_5$	...	$P_N$	Total No. of similar packages for all Regions = $P_T$ i.e. Sum ( $\Sigma$ ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix) = $T_T$
3	Monthly performance scores for the corresponding period (as in Row 2)	$S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, \dots, S_{1-T_1}$	$S_{2-1}, S_{2-2}, S_{2-3}, S_{2-4}, \dots, S_{2-T_2}$	$S_{3-1}, S_{3-2}, S_{3-3}, S_{3-4}, \dots, S_{3-T_3}$	$S_{4-1}, S_{4-2}, S_{4-3}, S_{4-4}, \dots, S_{4-T_4}$	$S_{5-1}, S_{5-2}, S_{5-3}, S_{5-4}, \dots, S_{5-T_5}$	...	$S_{N-1}, S_{N-2}, S_{N-3}, S_{N-4}, \dots, S_{N-T_N}$	-----

Sl. No.	Item Description	Details for all Regions							Total
		(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum ( $\Sigma$ ) of columns (iii) to (ix) = S <sub>T</sub>

- ii). Calculation of Overall 'Performance Rating' (R<sub>BHEL</sub>) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R<sub>BHEL</sub>' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R<sub>BHEL</sub> cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

- iii). Factor "L" assigned based on Overall Performance Rating (R<sub>BHEL</sub>) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R <sub>BHEL</sub> )	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

### III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages P<sub>Max</sub> = (R<sub>BHEL</sub> - 60) divided by corresponding value of 'L', i.e. (R<sub>BHEL</sub> - 60)/L

Note:

- In case the value of P<sub>Max</sub> results in a fraction, the value of P<sub>Max</sub> is to be rounded off to next whole number
- For R<sub>BHEL</sub> = 60, P<sub>Max</sub> = '1'
- For R<sub>BHEL</sub> ≥ 80, there will be no upper limit on P<sub>Max</sub>

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$   
(Where P is calculated as per clause 'i' above)

**Note:** For the transition period of 1 year (i.e. for all the NITs floated between 11<sup>th</sup> May 2019 to 10<sup>th</sup> May 2020), in addition to above, 'Assessment of Capacity of Bidder' shall also be calculated considering 'performance scores' till 36 months as per Sl. no II ii).

Higher of the results obtained out of both shall be considered for 'Assessment of Capacity of Bidder'.

### IV. Explanatory note:

- Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical,

C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works	i). Electrical	i). Boiler & Aux (All types including CW Piping if applicable)
ii). Pile and Pile Caps	ii). C&I	ii). Power Cycle Piping/Critical Piping
iii). Civil Works including foundations	iii). Others (Elect. and C&I)	iii). ESP
iv). Structural Steel Fabrication & Erection		iv). LP Piping
v). Chimney		v). Steam Turbine Generator set & Aux
vi). Cooling Tower		vi). Gas Turbine Generator set & Aux
vii). Others (Civil)		vii). Hydro Turbine Generator set & Aux
		viii). Turbo Blower (including Steam Turbine)
		ix). Material Management
		x). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI/LOA from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendors has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than four, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

- a) All the bidders having Overall Performance Rating ('R<sub>BHEL</sub>')  $\geq 60$  shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- b) If even after using option "a", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores  $\geq 60$  upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than four, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

**Note:-** In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than four, then all bidders (a)- having Overall Performance Rating ('R<sub>BHEL</sub>') ≥60, (b)- First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
- a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25<sup>th</sup> of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
- a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
  - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation in CL 9 above is applicable to prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

10. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
11. For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
12. BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
14. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
15. NA
- 15a NA
16. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
17. In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders-
18. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise
19. NA
20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
22. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
23. **Consortium Bidding** (or Technical Tie up): NA
24. The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
25. The bidder may have to produce original document for verification if so decided by BHEL.
26. It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may undergo change from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 27.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com)
- 27.1 Integrity commitment, performance of the contract and punitive action thereof:

**27.1.1 Commitment by BHEL:**

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

**27.1.2 Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

**28.0 Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

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

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – H) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15% shall be considered for award to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. Such MSE shall be allowed to supply upto 25% of total tendered quantities. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, a quantum of 3% and 6.25% out of 25% so earmarked will be reserved for MSEs owned by Women

entrepreneurs and Scheduled Caste or the Scheduled Tribe entrepreneurs respectively, quoting price within price band of L1+15%.

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

30.0 **PREFERENCE TO MAKE IN INDIA:**

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

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

31.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

32.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

**Enclosure:-**

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Terms & Conditions of Contract (TCC).

**ANNEXURE - 1****PRE QUALIFYING REQUIREMENTS**

SL. NO.	NAME AND DESCRIPTION OF PRE-QUALIFICATION CRITERIA	BIDDER'S CLAIM IN RESPECT OF FULFILLING THE PQR CRITERIA
A	Assessment of Capacity of bidder to execute the work as per clause 9.0 of NIT	Applicable - by BHEL
B  B-1   B-1.1  B-1.2  B-1.3	<p><b><u>TECHNICAL:</u></b></p> <p><b><u>Bidder who wish to participate should have:</u></b>            Bidder should have executed in providing / supplying manpower services* in construction including Civil construction for projects like Power Plant, Industrial, Infrastructure during last seven (7) years from latest date of bid submission for any of the following;</p> <p>Three similar jobs / services with contract business volume of each not less than an amount equal to <b>₹88.00 Lakhs (excluding taxes)</b> for one-year contract period, or part thereof.  <b>OR</b></p> <p>Two similar jobs / services with contract business volume of each not less than an amount equal to <b>₹110.00 Lakhs (excluding taxes)</b> for one-year contract period, or part thereof.  <b>OR</b></p> <p>One similar job / service with contract business volume not less than an amount equal to <b>₹176.00 Lakhs (excluding taxes)</b> for one-year contract period, or part thereof.</p>	Applicable
C  C-1	<p><b><u>FINANCIAL:</u></b></p> <p><b><u>TURNOVER:</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 66.00 Lakhs or more</b> over last three Financial Years (FY) i.e. (2016-2017, 2017-2018, 2018-2019). Bidder shall submit the Audited Balance Sheet and Profit &amp; Loss Account in support of this.</p> <p>In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.</p> <p>If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</p>	Applicable

C-2	<p><b><u>NET WORTH:</u></b> Net worth (only in case of companies) of the bidder should be positive.</p> <p>Note: Net worth shall be calculated based on the latest Audited Accounts, as furnished for 'C-1' above.</p> <p>Net worth = Paid up share capital* + Reserves.</p> <p>(* : Share Capital or Partnership Capital or Proprietor Capital as the case may be).</p>	Applicable
C-3	<p><b><u>PROFIT:</u></b> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above.</p> <p>Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.</p>	Applicable
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation/ BIFR, which will render him ineligible for participation in this tender and shall submit undertaking to this effect.	Applicable
D	The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.	Applicable
E	The Bidder should have his firm / himself registered for extending EPF and ESIC facilities.	Applicable
F	<p><b><u>QUALIFYING PROVISIONS FOR STARTUPS:</u></b> Norms for Startups Medium Enterprises in Public Procurement shall be in line with OM No. F.20-2/2014-PPD (pt.) dated 27<sup>th</sup> July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure alongwith DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.</p>	Applicable

**Explanatory Notes for QR 'B':**

1. \* "Similar jobs/service" mentioned in above shall be related to;
  - a. "Providing Workforce/manpower Services in construction projects involving Civil works"
  - OR
  - b. "Civil works in construction projects"
2. For evaluation of PQR, the credentials of the bidder alone, and not that of the Group Company shall be considered.
3. Completion date for achievement of the Qualification Requirements should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
4. For sl. no. 'B-1', 'Executed' means the bidder should have achieved this criteria, even if the total contract has not been completed or closed. Actual executed value shall be considered,

irrespective of completion status of contract (s) under consideration. (The bidder shall submit the copy of Work orders and work completion certificate issued by Customer/ Contractor.)

5. For sl.no. 'B-1' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

**ANNEXURE - 2****CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

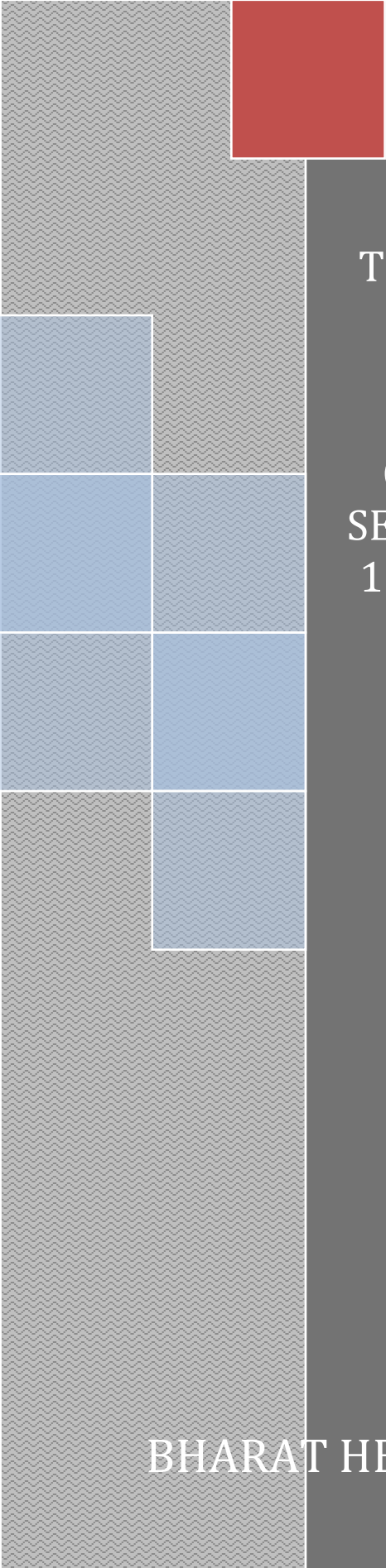
1	<b>Name of the Tenderer</b>		
2	<b>Address of the Tenderer</b>		
3	<b>Type of the Firm/ Company</b>		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be furnished along with the offer..	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	<b>Details of Contact person for this Tender</b>	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4.b	<b>Details of alternate Contact person for this Tender</b>	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
5	<b>EMD DETAILS</b>	NOT APPLICABLE	
6	<b>Validity of Offer</b>	TO BE VALID FOR <b>SIX MONTHS</b> FROM DUE DATE	
	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	YES / NO
8	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE – 1 ) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
9	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	YES / NO
10	Copy of PAN Card	Applicable	YES / NO
11	Copy of GST registration	Applicable	YES / NO

SL. NO.	DESCRIPTION	APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
12	Copy of EPF certificate	Applicable	YES / NO
13	Copy of ESIC certificate	Applicable	YES / NO
14	No Deviation Certificate <b>[Annexure – A of TCC]</b>	Applicable	YES / NO
15	Declaration certificate <b>[Annexure – B of TCC]</b>	Applicable	YES / NO
16	Bidder's General Information <b>[Annexure – C of TCC]</b>	Applicable	YES / NO
17	Financial/ Work Experience details <b>[Annexure – D of TCC]</b>	Applicable	YES / NO
18	Power of Attorney for Submission of Tender/Signing Contract Agreement <b>[Annexure – F of TCC]</b>	Applicable	YES / NO
19	E-Banking Mandate Form <b>[Annexure – G of TCC]</b>	Applicable	YES / NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)



TERMS & CONDITIONS OF CONTRACT  
(TCC)  
of  
RATE CONTRACT FOR PROVIDING  
CIVIL CONSTRUCTION AND ALLIED  
SERVICES ON JOB CONTRACT BASIS AT  
1 X 660 MW PANKI TPS, KANPUR, U.P.

BHARAT HEAVY ELECTRICALS LIMITED



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## PROJECT INFORMATION

Sl. No.	Title	Description
1	Owner	<b>UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED (UPRVUNL), LUCKNOW</b>
2	Project Title	Panki Thermal Power Station (1X660 MW)
3	Project Site Location	Panki, Kanpur, U.P., India
4	Nearest Railway Station	Panki (5 Km.)
5	Nearest Airport	Kanpur (25 Km.), Lucknow (80 Km.)
6	Extreme Recorded DBT	Maximum (47.3°C) , Minimum (-0.9°C)
7	Average Relative Humidity	Annual Average (65%)
8	Rainfall	Annual Average (832.6 mm)
9	Nearest Water Body	Lower Ganga Canal (adjacent to site)
10	Basic Wind Speed	47.0 m/s (As per IS: 875 Part-III)

## SECTION-I GENERAL CONDITIONS OF TENDER

### 1. GENERAL INSTRUCTION TO BIDDERS

#### 1.1. DESPATCH INSTRUCTION

- 1.1.1. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.6. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

#### 1.2. SUBMISSION OF BIDS

- 1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.
- 1.2.2. This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two-parts only.

#### Documents Comprising the e-Tender

The tender shall be submitted online as mentioned below:

- a. Technical Tender (UN priced Tender)

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

i. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

**DO NOT'S**

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

**Digital Signing of e-Tender**

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

**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

**M/s E-Procurement Technologies Limited (abcProcure)**

Head Office: A-201/208, Wall Street - II, Opp. Orient Club,

Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India)

**Office Hours:**

**Monday to Friday - 10:00AM to 07:00PM**

**1st, 3rd & 5th Saturday - 10:00AM to 06:00PM**

**2nd & 4th Saturday - Holiday**

Contact: +91-79-68136872/823/872/871

Respective user can contact to below numbers or send mail to

[bhel.support@abcprocure.com](mailto:bhel.support@abcprocure.com)

The contact details of the service provider are given below:

Name	Contact Nos.	e-mail ID	Location
Ms. Kanika Dani	+91 (79)68136872	<a href="mailto:kanika.dani@eptl.in">kanika.dani@eptl.in</a>	HO - Ahmedabad
Mr. Ankur Bhatt	+91 (79)68136823 +91 92655 62819	<a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a>	HO - Ahmedabad
Ms. Vaishavi shah	+91 (79)68136809	<a href="mailto:Vaishavi.s@eptl.in">Vaishavi.s@eptl.in</a>	HO - Ahmedabad
Ms Divya Jain	+91 (79)68136849	<a href="mailto:divya.jain@eptl.in">divya.jain@eptl.in</a>	HO - Ahmedabad
Mr.Devendra Rajpurohit	+91 (79)68136871	<a href="mailto:devendra.r@eptl.in">devendra.r@eptl.in</a>	HO - Ahmedabad
Mr. Vishal Munshi	+91 (79)68136818	<a href="mailto:vishal.munshi@eptl.in">vishal.munshi@eptl.in</a>	HO - Ahmedabad
Mr. Nikhil khalas	+91 (79)68136848	<a href="mailto:Nikhil@eptl.in">Nikhil@eptl.in</a>	HO - Ahmedabad

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

1	GNFC	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	e-Mudhra	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	Safescrypt	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on <https://bhel.abcprocure.com>

1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.

1.2.4. **SITE VISIT:** Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions. Contractor should visit site and acquire full knowledge & information about site conditions and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid. The costs of visiting the site shall be borne by the Bidder. The Bidder shall not be entitled to hold any claim against BHEL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

1.3. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges

including taxes & duties etc. incurred thereof. Further, BHEL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

#### **1.4. TENDER OPENING:**

- 1.4.1. Tender shall be opened at BHEL PSNR, HRDI Complex, Plot no. 25, Noida, Uttar Pradesh on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.
- 1.4.2. Price Bids of techno-commercially disqualified bidders shall not be opened.
- 1.4.3. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time.

#### **1.5. LANGUAGE**

- 1.5.1. The bidder shall quote the “**PERCENTAGE (%) SERVICE CHARGE**” in English language and international numerals ONLY. The “**SERVICE CHARGE**” shall be entered in figures as well as in words. “**Service Charges**” shall be considered up to TWO decimal points only.
- 1.5.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.5.3. **Currencies of Bid & Payment:** Indian Rupees (₹) only.
- 1.5.4. **Headings and Marginal Headings:** The headings and marginal headings in NIT are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

- 1.6. **PARTICIPATION OF BIDDERS:** Only bidders [Proprietorship Firms, Partnership Firms, Companies, Corporations] who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with PQR of this tender.

#### **1.7. LEGAL STATUS OF THE BIDDER (Who can apply):**

- 1.7.1. The bidder shall be a legally qualified person as per Indian Contract Act 1872. The Bidder shall be either an individual or a Company incorporated under the Companies Act 1956 or a Partnership Firm registered under the Partnership Act, 1932.

1.7.2. A bidder may be a Private Entity or PSU or Government owned entity.

#### **1.8. POWER OF ATTORNEY:**

1.8.1. In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners is to be submitted.

1.8.2. In case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

1.8.3. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

1.9. Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning ‘Q’ in all the columns where quote is to be offered by the bidder.

#### **1.10. TENDER PRICES:**

1.10.1. Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work at Section-III.

1.10.2. While quoting the “Service Charge”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Uttar Pradesh. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.

1.10.3. If a bidder quote “Nil” service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).

1.10.4. Bids without any element of cost over and above wages/ statutory payments (or below it) shall be treated as ‘Nil’ price quotation and would be rejected. The Contractor shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and BHEL shall not be liable for any dues for availing the services of the personnel.

1.10.5. All duties, taxes and other levies payable by the service provider under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder.

- 1.10.6. The bidders are advised to quote the “Service Charges” in terms of percentage of total of monthly charges arrived in “Annexure-M1” and same shall be payable to bidder on monthly basis.
- 1.10.7. The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual.
- 1.10.8. Lowest “Service Charge” received against the tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest-acceptable price to them inter-alia other reasons.

**1.11. TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of PQR and other techno-commercial terms & conditions specified in the tender documents and corrigenda, addenda, amendments thereof, if any, shall be communicated to all the bidders before price bid opening.

- 1.11.1. The price bids of techno-commercially qualified bidders shall be opened and shall be considered for evaluation.
- 1.11.2. Evaluation of Part-II (Price-bid) Bid shall be done on lowest quote basis i.e. %age (Percentage) Service Charge quoted by the techno-commercially qualified bidder.

**1.12. APPLICABLE CONTRACTUAL VARIATIONS:**

- 1.12.1. Within the validity or any extension of contract thereof, “**Service Charge**” shall remain **firm** (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor’s obligation shall remain unaffected by such escalation / variation. **However, during the validity of contract period, the Contract Value will vary depending on the followings:**
- i) Rates of Basic Plus VDA (subsequent to floating of this tender), as & when notified by Govt. of Uttar Pradesh will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence;
  - ii) Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.
  - iii) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.
  - iv) In case, **CODE ON WAGES-2019** is enforced during the currency of contract then wages payable to workforce and monthly bill(s) of the contractor will get amended.
- 1.12.2. BHEL reserves the right to increase or decrease the quantum of work / services up to **any extent** at the same rates, terms & conditions of this NIT during the currency of the contract. There may be a scenario that the work may not be carried out for which contractor shall not be liable for any kind of compensation.

**1.13. VALIDITY OF OFFER:** Offers shall remain valid for **180 days'** period from the due date of submission of bids (including extension, if any). In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s). In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', BHEL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email.

#### **1.14. REJECTION OF BIDS**

1.14.1. BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.

1.14.2. BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.

1.14.3. Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.14.4. If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.14.5. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.14.6. Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.

1.14.7. In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

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

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

**COMMITMENT BY BHEL:** BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL

will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

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

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

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

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

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

#### 1.17. Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

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

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (**format enclosed as Annexure - H**) where deemed validity of EM-II certificate of five years

has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15% shall be considered for award to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. Such MSE shall be allowed to supply upto 25% of total tendered quantities. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, a quantum of 3% and 6.25% out of 25% so earmarked will be reserved for MSEs owned by Women entrepreneurs and Scheduled Caste or the Scheduled Tribe entrepreneurs respectively, quoting price within price band of L1+15%.

**1.19. RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-PSNR Noida office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of “Guidelines for suspension of business dealings with Suppliers / Contractors” which is uploaded on BHEL website [www.bhel.com](http://www.bhel.com). To know the implications of suspension, the bidder may see aforesaid guidelines.

**1.19.1** Contractor’s/ supplier’s poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.

**1.19.2** Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.

**1.19.3** Non completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.

**1.19.4** Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.

**1.19.5** Assignment, transfer, subletting of Contract without BHEL’s written permission resulting in termination of Contract or part thereof by BHEL.

**1.19.6** Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

*#In-case inputs from BHEL/ Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.*

- 1.20. The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.21. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.22. In case there is no change in the technical scope and/ or specifications and/ or commercial terms & conditions, the bidder/s shall not be allowed to change his/ their price bids after the due date, within the validity period.
- 1.23. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.24. In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.
- 1.25. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.26. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.27. The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.28. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.29. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.30. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; imposition of penalties being in the nature of Penalties/ Fines for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in Site premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

1.30.1 The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

1.30.2 In the event of the termination of the Contract for any reason whatsoever, BHEL's/BHEL's Sub-Contractor's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL/BHEL's Sub-Contractor is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

- 1.31. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.32. **POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.33. **SECURITY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

#### **SETTLEMENT OF DISPUTES:**

#### 1.34. **ARBITRATION & CONCILIATION**

##### 1.34.1 **ARBITRATION:**

- 1.34.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/ delhi. The Contract shall be

governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

1.34.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

1.34.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

#### **1.34.2 CONCILIATION:**

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), 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 (IEC) 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 procedures in Annexure - I . The Procedure provided in Annexure - I 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 Terms & conditions.

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

### **1.34.3 No Interest payable to Contractor**

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

- 1.35. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **NOIDA** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

### **1.36. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 1.36.1. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure

upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.36.2. Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.37. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed *ex post facto*. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.38. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed at **Annexure-A**. Deviation mentioned elsewhere in the offer/tender shall not be considered. BHEL reserves the right to accept or reject the deviation sought. bidder may note that bid shall be in full compliance to the requirements of bidding document, failing which bid shall be considered as non-responsive and may be liable for rejection.

1.39. **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of **TWELVE months (12)** which can be further extended on the same terms and conditions on the mutual agreement between BHEL and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason therefore and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.

- 1.40. Lowest “**Service Charge**” received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.41. **BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.42. **No Claim Certificate:** The Contractor shall not, be entitled to make any claim, whatsoever, against BHEL under or by virtue of or arising out of this contract nor shall BHEL entertain or consider any such claim after Contractor shall have signed a “no claim certificate” in favour of BHEL in such forms as shall be required by BHEL.
- 1.43. **Clarification of Bids:** During evaluation of bids, BHEL may, at its own discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing over e-mail. If the response to the clarification is not received before the expiry of deadline prescribed in the request/e-mail, BHEL reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder. Also seeking clarification does not mean bidder’s bid has been accepted.
- 1.44. The performance of the services will be continuously evaluated by the designated committee/user groups nominated by BHEL.
- 1.45. **Liasoning with local and state authorities:** Service Provider will co-ordinate with state and local authorities for the work being done by it, as needed.
- 1.46. **Value Engineering for better services and Cost Reduction:** Service Provider will use the expertise it has to suggest ways and means of improving the services and reducing cost.
- 1.47. **Reporting:** Service Provider will submit the Daily, Weekly, Monthly, Quarterly, Half-Yearly and Annual Reports as per the formats discussed and decided between BHEL and Service Provider. These Formats will be submitted by Service Provider within 1 week of commencement of Services at BHEL and will be finalized within one week from submission.
- 1.48. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid.

## SECTION-II

### SPECIAL TERMS & CONDITIONS OF TENDER

#### **2. SPECIAL INSTRUCTION TO BIDDERS:**

**2.1. STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with/make ensure all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with/ensure all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to KANPUR with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT-1970 AND THE RELATED RULES, THE MINIMUM WAGES ACT-1948 AND THE RELATED RULES, THE PAYMENT OF WAGES ACT-1936 AND THE RELATED RULES, THE FACTORIES ACT -1948, THE EMPLOYEES' PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT 1952, EMPLOYEES' DEPOSIT LINKED INSURANCE (EDLI) SCHEME-1976, EMPLOYEES' PENSION SCHEME-1995, EMPLOYEES' STATE INSURANCE ACT-1948 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), THE EMPLOYEES COMPENSATION ACT 1923 (TO THE EXTENT AS MAY BE APPLICABLE, IF ANY), PAYMENT OF BONUS ACT-1965, PAYMENT OF GRATUITY ACT-1972, INTER-STATE MIGRANT WORKMEN (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT-1979, EQUAL REMUNERATION ACT-1976, INDUSTRIAL EMPLOYMENT (STANDING ORDER) ACT-1960 , THE INDUSTRIAL DISPUTES ACT-1947, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT-2013, INCOME TAX ACT (WITH SPECIAL REFERENCE TO TDS U/S 192 TO 195 OF THE ACT), GST ACT-2017, CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986, AND RULES, U.P DOOKAN AUR VANIJYA ADHISHTHAN ADHINIYAM, 1962, MATERNITY BENEFIT ACT, 1961, INTER-STATE MIGRANT WORKMEN ACT, 1979, THE CODE ON WAGES, 2019 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. Contractor shall indemnify BHEL/BHEL's Sub-Contractor against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL/BHEL's Sub-Contractor.**

**2.2. DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy/make ensure death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the site premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of ₹5.00 Lakhs per individual. The sum assured (₹5.00 Lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay ₹5.00 Lakhs to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to ensure for payment of the annual premium per member for all the workforce during the contract. The Contractor must ensure for submission of documentary evidence to show coverage of all the workforce

under the above mentioned insurance scheme at all times during the validity of contract.

- 2.3. The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.**
- 2.4.** The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, etc.; for all the personnel deployed by the Contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible to ensure for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event, the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 2.5.** BHEL/BHEL's Sub-Contractor will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to Work Order issuing authority. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 2.6.** Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Timely payment of wages, and other terms & conditions of contract.
- 2.7.** The Contractor shall perform the work assignments to the best satisfaction of BHEL/BHEL's Sub-Contractor. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.8.** **The Workforce deployed by the Contractor will have no right or claim regarding anything with BHEL. In this connection, the contractor has to submit an affidavit duly signed by all the workforce deployed at BHEL.**

- 2.9. CARE & TREATMENT:** Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor** so, as to be readily accessible during all working hours. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for ensuring all statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases.
- 2.10.** All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be ensured by the Contractor.
- 2.11. REGISTERS AND RECORDS AND COLLECTION OF STATISTICS:** All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.
- 2.11.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936.**
- 2.11.2 Employee State Insurance Act, 1948.**
- 2.11.3 Employees Provident Fund & Miscellaneous Provisions Act, 1952.**
- 2.11.4 The Payment of Bonus Act, 1962.**
- 2.11.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:** These Rules are available on the Website of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliancemaintain-registers-under-various-labour-laws-rules-2017>
- 2.12. RETURNS UNDER LABOUR LAWS:** The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For

integration of data among various enforcement Agencies, the Contractor is required to ensure compliance of Shram Suvidha Portal under BHEL's Sub-contractor. Single Online Common Annual Return under 9 Central Labour Acts {(1) *Payment of Wages Act, 1936* (2) *Minimum Wages Act, 1948* (3) *Contract Labour (Regulation and Abolition) Act, 1970* (4) *Maternity Benefit Act, 1961* (5) *Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996* (6) *Payment of Bonus Act, 1965* (7) *Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979* (8) *Industrial Disputes Act, 1947* (9) *The Mines Act 1952*} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and filing of the same shall be duly ensured by the contractor. The Contractor shall ensure submission of annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL/BHEL's Sub-Contractor.

- 2.13. The contractor shall comply with all norms stipulated by BHEL/BHEL's Sub-Contractor such as gate passes, discipline & decency at and around the work site etc.
- 2.14. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.
- 2.15. Terms identification
  - a. "Contractor" in the whole TCC is referred to the Manpower Supplier.
  - b. "BHEL's Sub-Contractor" in the whole TCC is referred to the Agency where the workforce shall be deployed by "Contractor"
  - c. "UPRVUNL" in the whole TCC is referred to Uttar Pradesh Rajya Vidyut Utpadan Nigam Limited i.e. Principal Customer.
- 2.16. **CONDUCT:** Contractor shall behave properly with the dealing officials of BHEL/BHEL's Sub-Contractor and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL/BHEL's Sub-Contractor. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL/BHEL's Sub-Contractor covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL/BHEL's Sub-Contractor) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL/BHEL's Sub-Contractor Officials in discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL/BHEL's Sub-Contractor.
- 2.17. In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the site area. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement, he should settle all statutory dues/payments of such individual

immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.

- 2.18. Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.19. Successful bidder shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹100/- at NOIDA-INDIA, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted. Performa of Agreement is enclosed at Annexure-E.
- 2.20. **LABOUR LICENCE:** *The Contractor shall have to obtain labour license OR has to work under the labour licence of BHEL's Sub-Contractor, {(as on date- if the number of workforce deployed is more than 19) from appropriate government (as on date Central Government)}* by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970. In case license is obtained by contractor then it has to submit the copy of licence to BHEL/BHEL's Sub-Contractor within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours at site or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- 2.21. **IDENTITY:** The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently during their duty period (as the same duly endorsed by BHEL's Sub-Contractor). All the personnel so deployed will follow strictly the security regulations of the BHEL/UPRVUNL/CISF, in vogue from time to time.
- 2.22. **ISSUE OF PHOTO IDENTITY CARD:** Each workforce shall be issued a photo identity card, by the Contractor employing or engaging the workforce. Every workforce shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL/UPRVUNL/BHEL's Sub-Contractor.
- 2.23. **ATTENDANCE RECORD:** Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL with verification of BHEL's Sub-Contractor where workforce is deployed on instructions of BHEL. Contractor shall provide proper Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. **Contractor shall provide proper Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their physical attendance at the office of BHEL's Sub-Contractor where the workforce is deployed at the instructions of BHEL. For the same, the Contractor should complete all formalities before deployment of workforce at work premises.** A physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL/BHEL's Sub-Contractor / statutory authorities.

**2.24. CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of all the workforce deployed by them at the work premises, verified by the Police Authorities before engaging & deploying them in site premises. It is mandatory for the Contractor to Arrange / Apply for “On Line” Police Verification in respect of each individual deputed for work on his own expenses and **submit Police Verification Report obtained from the Police Authorities in respect of each individual before deploying him treating it as a mandatory requirement.** Please note that online application for Police Verification is to be made by the Contractor himself/themselves giving declaration that the individual in question is his/their own employee. Police Verification applied by the individual will not be accepted. **In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.**

**2.25. WAGES:**

**2.25.1** Components of Wages / Statutory Payments (i.e. Rates of Minimum Wages, Rates of Contribution by Employer & Employee towards EPF and ESI, Rates of Contribution by Employer towards Bonus, Number of Encashable Leaves etc.) are subject to amendments as & when promulgated from time to time by respective statutory authorities / appropriate government.

**2.25.2** The Contractor will ensure payment of minimum wages as per relevant provisions of Minimum Wages Act, 1948 (i.e. Respective State Govt. notified Minimum Wages).

**2.25.3** Increase of VDA as & when notified by **GOVT. OF UTTAR PRADESH** (subsequent to floating of this tender) be incorporated in the monthly wage calculation and any further increase of VDA will become the part of monthly consolidated wages.

**2.25.4** All payments to the contractor's workforce (so engaged for deployment under this contract) shall be as per the terms of contract and as per details enumerated in **Annexure- M1.**

**2.25.5** Every contractor shall issue wage slips, to the workmen at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the 'Wage Slip'. **The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.**

**2.25.6** The contractor shall fix wage periods in respect of which wages shall be payable.

**2.25.7** No wage period shall exceed one month.

**2.25.8** Where an any member of Contractor's workforce deployed at work-premises has been— (i) removed or dismissed from service by the Contractor; or (ii) retrenched or has resigned from service, the wages payable to him shall be paid by the Contractor within two working days of his removal, dismissal, retrenchment or, as the case may be, his resignation.

- 2.25.9 All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 2.25.10 Notwithstanding anything contained in any other law for the time being in force, there shall be no deductions from the wages of the employee, except those as are authorized under the code for payment of wages.
- 2.25.11 An executive nominated by BHEL's Sub-Contractor shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: "*Certified that the amount shown in column No. ... has been paid to the workman concerned on ..... at .....*"
- 2.25.12 **MODE and TIME FOR PAYMENT OF WAGES:** The Contractor shall ensure the disbursement of wages to all the workforce in a suitable applicable mode (**primarily by electronic mode**) but strictly not in cash and inform BHEL/BHEL's Sub-Contractor electronically the amounts so paid along with their respective mode of transaction. The contractor shall adopt & promote digital payments (NEFT/RTGS) as these are transparent, less time consuming, user-friendly & convenient mode of payment. Opening of bank account or making the payment of wages in their existing /new bank account is the responsibility of Contractor itself. All wages shall be paid in current Indian coin or currency or in both. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. **The contractor shall ensure payment or cause to be paid wages to their workforce (deployed at work premises), engaged on monthly basis, before the expiry of the seventh day of the succeeding month. Any delay on this account (i.e. delay in disbursement of monthly wages) may results into penalty or termination of Contract.**
- 2.26. **BONUS:** The contractor shall be liable for the payment of statutory bonus under **THE PAYMENT OF BONUS ACT 1965** or any other law time being enforced and submit proof of disbursement of bonus. The contractor shall ensure the payment of Min. Bonus @ 8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of **THE PAYMENT OF BONUS ACT 1965** and **THE PAYMENT OF BONUS AMENDMENT ACT-2015**. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year and submit proof of payment of bonus under the Act to BHEL/BHEL's Sub-Contractor. **Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).**
- 2.27. The Contractor shall ensure compliance with the provisions of the **PAYMENT OF WAGES ACT, 1936** or any other law time being enforced in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL's Sub-Contractor whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL/BHEL's Sub-Contractor,

such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any money which may be ordered to be paid by BHEL/BHEL's Sub-Contractor shall be deemed to be money payable by BHEL/BHEL's Sub-Contractor on behalf of the Contractor and BHEL/BHEL's Sub-Contractor may on failure of the Contractor to repay such money to BHEL/BHEL's Sub-Contractor deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

- 2.28. EPF:** The Contractor shall ensure compliance with the provisions of **EMPLOYEES PROVIDENT FUND SCHEME, 1952; EMPLOYEES' PENSION SCHEME, 1995; AND EMPLOYEES DEPOSIT LINKED INSURANCE SCHEME, 1976;** as modified from time to time through enactment of **EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS ACT, 1952,** wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should ensure allotment of PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "UAN CARD" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall ensure deposit of Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.
- 2.29. ESI:** The contractor shall strictly ensure compliance with the provision of **EMPLOYEES' STATE INSURANCE ACT-1948** (to the extent as may be applicable, if any). The Contractor should ensure allotment of ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall ensure self / family registration form filled by each member of workforce and submission to the local ESI office. All eligible Workforce must possess "**ESIC SMART PEHCHAN CARD**" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 2.30.** In lieu of ESI *{for those set of workforce who are or will be outside the coverage of ESI, if any}*, a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act & Medical Coverage for the worker and dependent family members within the same allocable ESI cost will be taken by the contractor and it shall be voluntary for respective workforce.
- 2.31.** As per the **PAYMENT OF GRATUITY ACT, 1972,** "*completion of continuous service of five years is not necessary where the termination of the employment of any employee is due to death or disablement*" and hence payment for gratuity in such case during the currency of the contract will be paid on submission of copy of proof of disbursement of gratuity payable to his employee. In case of death of the employee of the contractor, gratuity payable to deceased employee, contractor shall ensure payment to his nominee or, if no nomination has been made, to his heirs, and where any such nominees or heirs is minor, the share of such minor, shall be deposited with the Controlling

Authority. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit by the Contractor.

- 2.32. CONTRACTOR TO ENGAGE WORKFORCE BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:** While engaging & deploying the workforce, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.
- 2.33. Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.**
- 2.34. The contractor should ensure / check that if their new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his/her details (old) in your portal otherwise register your new workforce immediately.**
- 2.35. The contractor shall also ensure updation of mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.**
- 2.36. The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.**
- 2.37. The Contractor has to ensure mandatorily comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's/UPRVUNL's/CISF's security rules & regulations, any other provisions applicable to his workforce deployed by him at site premises under this contract. The Contractor has to submit documentary proof / evidence (alongwith first bill) to BHEL's Sub-Contractor having conducted such a training to all the workforce.**
- 2.38. CHARGES FOR EXTRA SERVICES / OVER TIME:** In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions in writing from authorized representative(s) of BHEL/BHEL's Sub-Contractor. Moreover, when any member of workforce works for more than 48 hours in any week, he/she is entitled for wages on overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a member of workforce is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be. Computation of extra duty hours shall be done on weekly basis. When payment is made on monthly scale of pay, the daily rate of wages can be obtained only by dividing the amount of wages for 30 days by 26. Further, due to any reason, the duty hours performed by a member of workforce are less than 48 hours for that particular week, per hour charges for extra hour shall be same as rate of wages per hour. The work hours

may be increased up to 54 hours a week subject to the condition that overtime work hours do not exceed 150 in one year. As far as payment of Overtime / Extra Services is concerned, due care and control to be exercised. Contractor has to maintain records and register prescribed for Over Time with verification by BHEL's Sub-Contractor.

**2.39. WORKING DAYS / HOLIDAYS / LEAVE:** All the workforce must be allowed at least one whole day of rest / weekly-off for every six continuous working days. No deduction shall be made by the Contractor from the wages of any workforce on account of “**Weekly-Off**” or “**National Holidays**”. Working hours in respect of the workmen will be in line with the applicable labour laws and rules there under.

- The Contractor shall be responsible for strictly complying rules on weekly off /Leave / Holidays as prescribed under the statutory laws/rules and thereof.
- Payment against encashment of paid leave shall be made to the Contractor when the Contractor submits proof of such payment at the end of contract-period (and not with every monthly bill).
- If there are any changes in statutory laws / periodicity of payment of leave element or if any other leave / holidays is enforced or modified in future, the Contractor will be authorized for billing to cover the same accordingly.
- The Contractor will maintain proper records of Leaves/ Holidays/ Weekly off etc. granted to the workforce.

**2.40. WORKING TIME & NATURE OF SERVICES:** The contractor shall ensure performance of all the job / services as details mentioned in Section-III on day to day basis.

**2.41. Health, Safety and Environment (HSE) MANAGEMENT:**

**2.41.1** All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.

**2.41.2** The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.

**2.41.3 Safety and Personal Protective Equipment:** BHEL's Sub-Contractor shall be responsible for providing all necessary safety and personal protective equipment (PPE) needed by Contractor's workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.

**2.41.4 Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.

- 2.41.5 **Safety and Health Plan**: The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project specific requirements that BHEL has specified.
- 2.41.6 It will be solely the Contractor's responsibility to ensure fulfilment of all the legal formalities with respect to the "National Policy on Safety, Health and Environment at Workplace".
- 2.42. BHEL shall have NO direct responsibility / liability in respect of the Workforce engaged by the Contractor on Job Contract Basis under this Agreement.**
- 2.43. In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL/BHEL's Sub-Contractor is put to any loss / obligation, monetary or otherwise, BHEL/BHEL's Sub-Contractor will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.44. BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.45. The Contractor will ensure submission of periodical returns as may be specified from time to time by BHEL/BHEL's Sub-Contractor / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall ensure submission of Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL/BHEL's Sub-Contractor also.
- 2.46. The Contractor shall exhibit Licence (Labour Licence etc.) or copy thereof in a conspicuous place at workplace in site Premise. Contractor shall display an abstract of the Contract Labour (Regulation and Abolition) Act, 1970 and rules in English and Hindi and in the language spoken by the majority of workforce in such form as may be approved by the Chief Labour Commissioner (Central).
- 2.47. All the workforce of Contractor shall render necessary assistance to the police or to BHEL's/BHEL's Sub-Contractor's/UPRVUNL authority in the process of any investigation pertaining to the activities of that Contractor.
- 2.48. The Contractor shall indemnify and hold BHEL/BHEL's Sub-Contractor harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.
- 2.49. It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the personnel engaged by him and the Management of BHEL/BHEL's Sub-Contractor shall not in any way be responsible. In the event, any personnel approach the Competent Authority under the Act or the Court, the entire expenses in this behalf shall be borne by the Contractor.
- 2.50. The entire administration and deployment of the workforce will be the responsibility of the Contractor. The Proprietors/director(s) / authorized representative(s) on behalf

of Contractor shall visit and check their workforce deployed at site premise periodically in different shift and monitor their performance.

- 2.51. Personal bag & baggage of all the workforce deployed by Contractor at site Premise shall be liable for physical check-up both at the time of entry into the project site and while also leaving at the security gate.
- 2.52. The workforce deployed by the Contractor shall be the employees of the Contractor and there shall not be any employer - employee relationship between BHEL/BHEL's Sub-Contractor and the said employees of Contractor on any ground whatsoever. BHEL/BHEL's Sub-Contractor will not issue any experience certificate to the employees of the Contractor at any stage whatsoever.
- 2.53. For security reasons, the contractor shall furnish /submit the details of his workforce along with photograph at BHEL site Office before they are brought into the site premise for providing various services. Without the prior knowledge of the BHEL, the contractor shall not deploy any workforce for any job within site premises. In case the Contractor decides to change one or more member of his workforce, this shall be brought in writing to the notice of the BHEL.
- 2.54. The contractor shall not deploy any workforce below the age of 18 years.
- 2.55. The contractor's workforce shall not loiter in the site premises and also not normally move out of their specified areas. Persons other than those who are required to work or visit the specified premises shall not be allowed into such places.
- 2.56. The contractor's workforce shall not indulge in entertaining their guests/outsideers in the site premise.
- 2.57. ***DISCLAIMER:*** *While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.*
- 2.58. The bidder has to provide workforce in sufficient numbers as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the BHEL / Authorised Officer-In-Charge. Estimated quantities envisaged for all services i.e. category-wise assessment of number of points for workforce deployment is placed at **Annexure-M2**. In order to maintain quality services and minimize operational problems, the contractor may rotate the workforce with prior intimation to BHEL. For satisfactory services, the Contractor shall continuously maintain workforce strength as required to cope up with the requirement as arisen for satisfactory services to BHEL/BHEL's Sub-Contractor. Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day OR as per directive of BHEL/BHEL's Sub-Contractor. Any deficiencies of the scope of services, the monthly payment against the job / services provided get deducted to the tune of shortages on account of absenteeism.
- 2.59. **SUPERVISORY SERVICES:** Due supervision of jobs at the site premises shall be ensured by the contractor's work supervisors daily for closely monitoring services under the job

contract and work supervisor shall be equipped with cell phone facility for effective coordination with BHEL and its agency (ies). Adequate intercommunication facilities for communication between supervisors/manager shall also be provided by the contractor. The major responsibility of the works Supervisor would be as under:

- 2.59.1 Obtaining instructions from the concerned BHEL Official(s) /BHEL's Sub-Contractor / Authorised representative for carrying out the works pertaining to their areas.
- 2.59.2 Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
- 2.59.3 To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- 2.59.4 To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.

2.60. The workforce engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and its agencies, and should project an image of utmost discipline.

2.61. The Successful Tenderer will have to ensure "minimum requisite qualification and experience" before engagement / deployment at site as mentioned below. BHEL/BHEL's Sub-Contractor at its own discretions may ask the Contractor to get documents/qualification/skill of workforce verified at any stage during the validity of contract. Under any circumstances, workforce not having minimum requisite qualification and experience, should be engaged / deployed by successful tenderer under this contract. Non-compliance on this account observed at any stage during the validity of contract, penalty will be levied & suitable action will be taken against the Contractor as per tender terms & conditions. BHEL's decision in this regard shall be final & will be binding on the Contractor.

2.61.1 **TYPE-D- Unskilled (USW):** For providing Services at site Premise, the Contractor has to deploy unskilled workforce who must be minimum 5<sup>th</sup> Pass and know operations that involve the performance of simple duties, which require the experience of little of no independent judgment or previous experience although familiarity with the occupational environment is necessary.

**Unskilled workforce includes:** Helper, Carpenter helper, Mason helper, Plumber helper, Welder helper, Painter helper, Mali helper, Electrician helper, etc.

2.61.2 **TYPE-C- Semi-skilled (SSW) / Non-Matriculate:** For providing services at site Premise, the Contractor has to deploy semiskilled workforce who must be minimum Non-Matriculate (8th Pass), his/her work will be limited to the performance of routine operations of limited scope.

**Semiskilled workforce includes:** Grinder, Kahalasi, Bar Binder, Glazier, Rigger, Special helper, Rigger, TAC Welder, Gas cutter, Beldar, etc.

2.61.3 **TYPE-B- Skilled (SW)/Work Supervisor (SW) / Matriculate:** For providing Services at Job-Premise, the Contract has to deploy skilled workforce who must be Matriculate

(10<sup>th</sup> Pass), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor.

**Skilled workforce includes:** Carpenter, Mason, Plumber, Welder, Painter, Fitter, Electrician, Gas cutter, Arc/Mig Welder, etc.

**2.61.4 TYPE-A- Highly Skilled (SW)/Work Supervisor (SW) / Matriculate:** For providing Services at Job-Premise, the Contract has to deploy skilled workforce who must be Matriculate (10<sup>th</sup> Pass/ITI), his/her shall be capable of working efficiently of exercising considerable independent judgement and of discharging his duties with responsibility as well able to educate others. They must possess thorough & comprehensive knowledge of the trade, craft or industry in which they will be deployed by the Contractor.

**Skilled workforce includes:** Supervisor, Fabricator, Foreman, Operator (Hydra, Rig, JCB, Crane, etc.), Surveyor etc.

**OR**

2.65.5. The Contractor i.e. the employer of contract workers will give certification regarding eligibility of an individual for his/her respective category for **TYPE-A, TYPE-B, TYPE-C & TYPE-D** (mentioned above) on the basis of their skills/experience etc.

## SECTION-III

### BRIEF DESCRIPTION OF WORK AT 1X660 MW PANKI TPP

- 3.1 UPRVUNL has awarded the work for Design, Engineering, Manufacture, Assembly, Testing at Works, Supply, Civil, Structural & Architectural works, Erection, Testing & Commissioning of Main Plant and Balance of Plant on total EPC basis for 1x660 MW Panki TPS.
- 3.2 Scope of work under this tender specification consists of the services which includes supply of workforce in the areas of Civil works as and when required under the agencies of BHEL.
- 3.3 Period of contract shall be **Twelve (12) months** from the date of commencement of work. Date of start shall be after 2 weeks of issue of LOA or as intimated by BHEL Engineer.
- 3.4 The nature of job includes various works envisaged in Civil works like bar bending, reinforcement placement, concreting works, masonry, carpentry, welding, gas cutting, carrying of materials at height, shifting of materials, fabrication of steel structures, Driving/Handling of machineries (piling rigs, JCBs, Hydra, etc.), fixing of architectural & finishing works, cleaning, sweeping, Supervising, etc.
- 3.5 All the tools and tackles for the above mentioned works shall be issued to contractor on free of cost & on returnable basis by BHEL's Sub-Contractor(s).
- 3.6 All the Personal Protective Equipment (PPE) for the above mentioned works shall be issued to contractor by BHEL's Sub-Contractor(s).
- 3.7 **MODALITIES OF WORK**  
Contractor has to work under the BHEL's Sub-Contractors who are already deployed at Panki site. BHEL shall issue clear instruction to Civil manpower contractor for the deployment of requisite manpower for carrying out works under BHEL's Sub-Contractor. The work shall be carried out under the Authorised representative of BHEL's Sub-Contractor(s). The attendance of workforce shall be jointly verified by Civil manpower Contractor & BHEL's Sub-Contractor and shall be submitted to BHEL for counter checks.
- 3.8 The work to be carried out at quoted / accepted rates by the Contractor under the scope of these specifications covers the complete work of supply of workforce in the areas of Civil works as and when required under the agencies of BHEL for **1X660MW Panki TPS, at Panki, Kanpur, U.P.**
- 3.9 The quantities of manpower indicated in the tender specification are approximate and are liable for variation and alteration at the discretion of BHEL.
- 3.10 All the expenditure including taxes and incidentals in this connection will have to be borne by the Contractor unless otherwise specified in the relevant clause. The contractor's quoted rates should be inclusive of all such contingencies.

3.11 Brief type of works under these specifications broadly consists of but not limited to following:

SN	Work Area	SN	Work Area	SN	Work Area
<b>A</b>	<b>For Earthwork</b>	<b>2</b>	Helper	10	Foremen
1	Skilled Labour	<b>I</b>	<b>For Flooring</b>	11	Painter
2	Semiskilled(Beldar)	1	Mason	12	Semiskilled
3	Unskilled(Helper)	2	Helper	13	Helper(Unskilled)
<b>B</b>	<b>For Concrete, Grout, DPC</b>	<b>J</b>	<b>For Cladding</b>	<b>P</b>	<b>For Roadwork</b>
1	Mistry	1	Painter	1	Skilled Labour
2	Grinder	2	Fitter For Sheeting	2	Beldar
3	Painter	3	Welder	3	Helper
4	Helper	4	Special Helper For Sheeting	<b>Q</b>	<b>For Piling</b>
<b>C</b>	<b>For Shuttering-Fillers</b>	5	Unskilled(Helper)	1	Operator
1	CARPENTOR	<b>K</b>	<b>For False Ceiling Works</b>	2	Mistry
2	Welder	1	Painter	3	RIGGER
3	Supervisor	2	Fitter For False Ceiling	4	Helper
4	Khallasi(semiskilled)	3	Helper For False Ceiling	5	Surveyor
5	Helper	<b>L</b>	<b>For Rain Water Pipe, Fencing</b>	6	Helper For Surveyor
<b>D</b>	<b>For Reinforcement Steel</b>	1	Fitter	7	TAC WELDER
1	Fitter	2	Helper	8	Supervisor
2	Bar Binder	<b>M</b>	<b>For Miscellaneous Works</b>		
3	Helper	1	Skilled Labour		
<b>E</b>	<b>For Roof Treatment</b>	2	Semiskilled		
1	Mason	3	Unskilled(Helper)		
2	Helper	<b>N</b>	<b>For Sanitary, Water Supply</b>		
<b>F</b>	<b>For Doors &amp; Windows</b>	1	Fitter		
1	Fitter	2	Painter		
2	Fabricator	3	Mason		
3	Welder	4	Helper		
4	Gas Cutter	<b>O</b>	<b>For Structural Works</b>		
5	Mason	1	FABRICATOR		
6	CARPENTOR	2	Fitter/Markmen		
7	Glazier(Semiskilled)	3	Rigger		
8	Helper	4	Arc Welder		
<b>G</b>	<b>For Brickwork, Plastering</b>	5	Mig Welder		
1	Mason	6	TAC WELDER		
2	Helper	7	GAS CUTTER		
<b>H</b>	<b>For Painting</b>	8	SUPERVISIOR		
1	Painter	9	Grinder		

**Note:** The contractor has to perform regular & routine nature jobs like the above 8 & 1/2 Hrs. daily with a lunch break of half an Hr. on all days of the week.

3.12 Tentative manpower schedule is as follows:

S.N	Category	ID	No.s
1	Highly Skilled	HSW	15
2	Skilled	SW	30
3	Semi-Skilled	SSW	50
4	Un-Skilled	USW	50
5	TOTAL		145

**SECTION-IV**  
**COMMERCIAL TERMS & CONDITIONS**

**4. COMMERCIAL TERMS & CONDITIONS:**

**4.1. PAYMENT TERMS:**

4.1.1 Payment shall be made by the respective BHEL's Sub-Contractor directly to Contractor where the workforce has been deployed as per instruction of BHEL.

If aforesaid BHEL's Sub-Contractor fails to pay the Contractor within 30 days of Bill (refer Sl. No. 4.1.2), BHEL shall disburse the payment directly to the Contractor.

4.1.2 Bill (on monthly basis) complete in all respect alongwith all the requisite documents submitted by the Contractor will be paid within 30 days of its receipt. Any clarification sought by BHEL/BHEL's Sub-Contractor, pertains to respective bill, must be clarified by Contractor at the earliest. Otherwise the delay in payment will be attributed to the Contractor. Aforesaid timeline shall be applicable from the day on which the last clarification/queries/document sought by BHEL/BHEL's Sub-Contractor and settled/submitted by the Contractor.

4.1.3 The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL/BHEL's Sub-Contractor to credit the payments into the account.

4.1.4 No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL/BHEL's Sub-Contractor.

4.1.5 While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within the terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.

4.1.6 While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% for EPF incl. EPS) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (**Pradhan Mantri Rojgar Protsahan Yojana**) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.

4.1.7 The Contractor shall be responsible for ensuring regarding providing of all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.

4.1.8 Unless explicitly stated otherwise in the tender document, the contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and Payment shall be made as per accepted rates based on the activities carried out as in the Scope of work.

**4.2. PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR:** The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL/BHEL's Sub-Contractor as per scope of work and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill,

in triplicate, along with all the necessary documents and also submit these documents electronically to BHEL's Sub-Contractor on monthly basis. The Contractor shall submit the GST compliant invoice to BHEL's Sub-Contractor along with the copy of ESI/EPF Challan & ECR (separate EPF-ECR reflecting names of only those Workforce who are deployed at site premises only) of preceding month generated by EPFO /ESI Portal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at Site premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form-D) / system generated Attendance Sheet and any other documents sought by BHEL's Sub-Contractor which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements.

Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL's Sub-Contractor. On receipt of the bills/invoices along with all the supporting documents, BHEL's Sub-Contractor will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions.

**4.3. PAYING AUTHORITY AND INVOICING DETAIL:** Paying Authority / Invoicing details for the different job location under the contract shall be intimated later by BHEL.

**4.4. TAXES & DUTIES:**

4.4.1 Price quoted should be inclusive of all applicable Taxes/charges but **Excluding GST**. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL/BHEL's Sub-Contractor is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.

**GST Shall be payable extra as per following:**

4.4.2 Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.

4.4.3 Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL/BHEL's Sub-Contractor reserves the right of denial of GST payment if there occurs any hardship to BHEL/BHEL's Sub-Contractor in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL/BHEL's Sub-Contractor before movement of goods/services starts. Special care should be taken in case of month end transactions.

4.4.4 GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor : -  
a. Supply of goods and/or services have been received by /BHEL's Sub-Contractor.  
b. Original Tax Invoice has been submitted to /BHEL's Sub-Contractor.

c. Respective invoice has appeared in /BHEL's Sub-Contractor's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

4.4.5 TDS under GST law as applicable shall be deducted.

4.4.6 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL/BHEL's Sub-Contractor will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

4.4.7 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL/BHEL's Sub-Contractor, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

4.4.8 Any denial of input credit to BHEL/BHEL's Sub-Contractor or arising of any tax liability on BHEL/BHEL's Sub-Contractor due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.

4.4.9 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL/BHEL's Sub-Contractor & its Contractor. BHEL/BHEL's Sub-Contractor is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL/BHEL's Sub-Contractor & its Contractor.

4.4.10 **Variation in Taxes & Duties:**

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL/BHEL's Sub-Contractor. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL/BHEL's Sub-Contractor at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL/BHEL's Sub-Contractor and its contactor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

4.4.11 **Modalities of Tax Incidence on BHEL:** Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL/BHEL's Sub-Contractor before choosing any option to discharge his tax

liability. BHEL/BHEL's Sub-Contractor shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL/BHEL's Sub-Contractor as well as procedural simplicity with regard to assessment of the liability.

**4.5. BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.**

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- 4.5.1 It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL/BHEL's Sub-Contractor within a period of one month from the date of award of contract.
- 4.5.2 It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
- 4.5.3 It shall be the responsibility of the contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the contractor during the preceding month.
- 4.5.4 It shall be the absolute responsibility of the contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
- 4.5.5 The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
- 4.5.6 The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL/BHEL's Sub-Contractor in case the same is deposited by the customer.
- 4.5.7 In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

Note:

1. The Gross amount is to be construed as cost of construction in line with the provisions of the BOCW of the BOCW Cess act and in case of compliance by customer by way of deduction at source in line with clause No 3(2) of the act an equitable adjustment to the relatable cost of construction attributable to the bidder shall be made in terms of clause no 4.5 of TCC.
  2. In case compliance by customer by way of deduction at source in line with clause no 3(2) is not resorted to, the compliance of BOCW Cess act shall be ensured by the bidder in line with the provisions of BOCW Cess act in terms of clause no 4.5.2 of TCC.
  3. The bidder may consider the cost of construction for levy of BOCW Cess inclusive of GST, however, due to whatsoever reason if the GST does not form the cost of construction for levy of aforesaid Cess an equitable adjustment thereof shall be made to the contract price.
- 4.6. The option chosen by BHEL/BHEL's Sub-Contractor shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.
- 4.7. **DAMAGES, FINES, RECOVERY OF LOSSES etc.:** The damages / fines would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract. The Liquidated damages for non-deployment of manpower, as instructed by BHEL/BHEL's Sub-contractor, shall be 0.5% of wages, of un-deployed manpower, per week or part thereof, limited to 10% of wages of un-deployed manpower. The Contractor shall be given 3 days' prior notice to respond and submit representation (if any), by BHEL before levying of damages/fines on Contractor. The representation shall be suitably considered by BHEL and decision taken shall be final and binding.

If no representation is received from the Contractor, then decision as considered appropriate by BHEL shall be taken, without any further reference to the Contractor. The decision shall be final and binding.

The said damages/fines imposed, shall be deductible/recoverable from payments due to the Contractor and/or from the security deposit, as the case may be. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total damages/fines, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority, Council, etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

- 4.7.1 Failure to provide services owing to unavailability of requisite number of workforce /work point, unwarranted behaviour / indiscipline of the workforce or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.
- 4.7.2 The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative,

quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following damages/fines as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

S. No.	Contract Agreement Defaults/non-compliances/breach	Penalties/Fines for non-compliance/breach of contract.
a.	Non-satisfactory performance of services provided by Contractor.	<p><i>The deficiency in the services pointed out by BHEL on the part of any of the workforce deployed by the contractor has to be rectified within 48hr of its reporting. If the same is not rectified at any point of service within 02 working days, then the contractor will be liable for a penalty of ₹1000/- per case /activity /service and same shall be recovered by the BHEL from the monthly bills of the contractor. Further in the event, BHEL has to arrange its services through alternate arrangement because of aforesaid deficiency in the services by the contractor, the expense incurred by BHEL for such arrangement shall be recovered from the Contractor's pending bills.</i></p>
b.	<p><b><u>Misconduct / Misbehaviour by the workmen of Contractor:</u></b> Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)}.</p>	<p><i>₹200/- shall be deducted as fines from the monthly bills of the contractor, for each such occurrence.</i></p> <p><i>If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</i></p> <p><i>Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/misbehaviour, BHEL may, in the event of such misconduct/misbehaviour on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.</i></p> <p><i>In the event any such misconduct/misbehaviour/offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL, fines as aforesaid shall not be levied but such actual loss due to the any such misconduct/misbehaviour/offences will be made good by the Contractor on actuals.</i></p>
c.	<p><b><u>Damage caused to BHEL/ property of BHEL/BHEL's Sub-Contractor</u></b> or of any of the employees etc. present at premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.</p>	<p><i>Recovery of damages /losses equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the Contractor. In the case of any loss/theft of BHEL/BHEL's Sub-Contractor property, BHEL/BHEL's Sub-Contractor will make good the losses by deducting the cost of loss from the next month's bill in one or more instalments.</i></p>

d.	<b><u>Non-compliance with Safety and Health Requirements in line with respective clause of NIT:</u></b>	<i>(i) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Contractor's risk &amp; cost. (ii) Violation of applicable safety, health &amp; environment related norms, a fine of ₹5,000.00 per occasion shall be imposed. (iii) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed (maximum of ₹20,000.00) per injury in addition to ₹5,000.00 as mentioned above.</i>
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4.7.3 **“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.**

a) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.

b) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ 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: ₹10,00,000/- (Rupees Ten Lakhs).*

*(ii) In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).*

d) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (l) of the Employee's Compensation Act, 1923.”

4.7.4 The Contractor shall Indemnify and keep BHEL indemnified against BHEL for any loss/claim which is brought against BHEL by third party on account of any negligence of the contractor or his workforce, while carrying out the services under the contract.

4.7.5 **NOTWITHSTANDING ANYTHING ABOVE,** BHEL/BHEL's Sub-Contractor shall recover from the Contractor for any loss suffered by BHEL/BHEL's Sub-Contractor due to any negligence of the contractor or his workforce, while carrying out the services under the contract.

4.7.6 **Delay in disbursement of monthly wages:** Contractor agrees and undertakes that it shall ensure disbursement of monthly wages to the concerned workman in a timely manner without fail {*i.e. wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7<sup>th</sup>) day after the last day of the wage period in respect of which the wages are payable*}. Similarly, the Contractor shall ensure for credit of the

contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. **No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period.** If BHEL becomes aware of any delays in wage/salary payments to workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose fines for an amount equivalent to the 0.2% of the monthly bill for each day delay in payment of wages/salary but not exceeding 10% of the monthly bill amount. BHEL decision in this regard shall be final & binding in this regard.

Further, apart from the foregoing, the Contractor will indemnify and keep BHEL/BHEL's Sub-Contractor indemnified against any losses, damages, claims etc. caused to BHEL/BHEL's Sub-Contractor for any default on the part of the Contractor in complying with the provisions of Labour Laws as required to be complied with from time to time.

- 4.7.7 All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL/BHEL's Sub-Contractor under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contract with BHEL or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

**SECTION-V**

**QUALIFYING CRITERIA FOR THE BIDDER(S)**

SL. NO.	NAME AND DESCRIPTION OF PRE-QUALIFICATION CRITERIA	BIDDER'S CLAIM IN RESPECT OF FULFILLING THE PQR CRITERIA
A	Assessment of Capacity of bidder to execute the work as per clause 9.0 of NIT	Applicable - by BHEL
B  B-1  B-1.1  B-1.2  B-1.3	<p><b><u>TECHNICAL:</u></b></p> <p><b><u>Bidder who wish to participate should have:</u></b> Bidder should have executed in providing / supplying manpower services* in construction including Civil construction for projects like Power Plant, Industrial, Infrastructure during last seven (7) years from latest date of bid submission for any of the following;</p> <p>B-1.1 Three similar jobs / services with contract business volume of each not less than an amount equal to <b>₹88.00 Lakhs (excluding taxes)</b> for one-year contract period, or part thereof. <b>OR</b></p> <p>B-1.2 Two similar jobs / services with contract business volume of each not less than an amount equal to <b>₹110.00 Lakhs (excluding taxes)</b> for one-year contract period, or part thereof. <b>OR</b></p> <p>B-1.3 One similar job / service with contract business volume not less than an amount equal to <b>₹176.00 Lakhs (excluding taxes)</b> for one-year contract period, or part thereof.</p>	Applicable
C  C-1	<p><b><u>FINANCIAL:</u></b></p> <p><b><u>TURNOVER:</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 66.00 Lakhs or more</b> over last three Financial Years (FY) i.e. (2016-2017, 2017-2018, 2018-2019). Bidder shall submit the Audited Balance Sheet and Profit &amp; Loss Account in support of this.</p> <p>In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.</p> <p>If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.</p>	Applicable

C-2	<p><b>NET WORTH:</b> Net worth (only in case of companies) of the bidder should be positive.</p> <p>Note: Net worth shall be calculated based on the latest Audited Accounts, as furnished for 'C-1' above.</p> <p>Net worth = Paid up share capital* + Reserves.</p> <p>(* : Share Capital or Partnership Capital or Proprietor Capital as the case may be).</p>	Applicable
C-3	<p><b>PROFIT:</b> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above.</p> <p>Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.</p>	Applicable
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation/ BIFR, which will render him ineligible for participation in this tender and shall submit undertaking to this effect.	Applicable
D	The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.	Applicable
E	The Bidder should have his firm / himself registered for extending EPF and ESIC facilities.	Applicable
F	<p><b>QUALIFYING PROVISIONS FOR STARTUPS:</b> Norms for Startups Medium Enterprises in Public Procurement shall be in line with OM No. F.20-2/2014-PPD (pt.) dated 27<sup>th</sup> July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure alongwith DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.</p>	Applicable

**Explanatory Notes for QR 'B':**

1. \* "Similar jobs/service" mentioned in above shall be related to;
  - a. "Providing Workforce/manpower Services in construction projects involving Civil works"
  - OR
  - b. "Civil works in construction projects"
2. For evaluation of PQR, the credentials of the bidder alone, and not that of the Group Company shall be considered.
3. Completion date for achievement of the Qualification Requirements should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
4. For sl. no. 'B-1', 'Executed' means the bidder should have achieved this criteria, even if the total contract has not been completed or closed. Actual executed value shall be considered,

irrespective of completion status of contract (s) under consideration. (The bidder shall submit the copy of Work orders and work completion certificate issued by Customer/ Contractor.)

5. For sl.no. 'B-1' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

## SECTION-VI DOCUMENTS REQUIRED

The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.

- 6.1 Audited Copy of Balance Sheets, Profits & loss Account Statements and Copy of acknowledgements of IT returns of last three financial years, ending 31<sup>st</sup> March' 2019. *In case of unavailability of audited financial statements for any of the last three Financial Years (i.e. FY 2016-17, FY 2017-18, FY 2018-19), Certificate issued by Chartered Accountant / Certified Public Accountant (CPA) for financial capability of the bidder is to be furnished. If documents as above, for any of above mentioned three years are not available then, "Average Annual Turnover" shall be calculated by dividing the sum of available year's Annual Turnover by 03.*
- 6.2 Copies of Work Orders / Award Letters / Agreements along with Experience / Performance Certificate(s) of similar nature & size and details of similar services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts. The agency with unsatisfactory previous record with BHEL or any other organization shall not be considered.  
  
*Note: The completion certificate, submitted by the bidder shall separately indicate the Service Tax/GST amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/GST amount, if any, included in the value of completed job under consideration should be submitted by the bidder.*
- 6.3 The bidder(s), who have provided similar services in past or presently providing similar services to any of the BHEL unit / region, have to essentially submit "**Performance Certificate**" issued by concerned BHEL unit / region for satisfactory performance of works.
- 6.4 Bidder has to submit copies of appropriate business licences / registrations like **PAN, ESI license, GST registration certificate and PF license** as supporting documents against S. No. 5.3 & 5.4 of PQR.
- 6.5 "**No Deviation/Acceptance Certificate**" i.e. Annexure-A.
- 6.6 "**Declaration Certificate**" i.e. Annexure-B.
- 6.7 Duly filled "**Bidder's General Information**" placed in Annexure-C.
- 6.8 Duly filled "**Financial / Work Experience Details**" in the enclosed format at Annexure-D.
- 6.9 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in S. No. 1.18, along with the offer.
- 6.10 Duly signed Un-price bid format (Annexure-M3), by mentioning '**Q**' in the column where quote is to be offered by the party.

- 6.11 Power of Attorney or a true copy thereof duly attested by a Gazetted Officer /copy of Board Resolution, in favour of the authorized signatory of the Bid, in case an authorized representative has signed the tender as per Annexure-F.
- 6.12 All forms, formats, annexures including tender document duly signed by the Authorized Signatory.
- 6.13 Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business. The documents required for same are as follows:
- i. For Partnership Firm: Partnership Deed registered at the office of Registrar of Firms.
  - ii. For Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
  - iii. For Society: Registration certificate issued by Registrar of societies.
  - iv. For Sole Proprietor-ship Firm: Undertaking on oath (on a non-judicial stamp paper of ₹100/-) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (.....).

## SECTION-VII PROCEDURE FOR SUBMISSION OF TENDER

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

### Documents Comprising the e-Tender

The tender shall be submitted online as mentioned below:

#### a. Technical Tender (UN priced Tender)

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

- i. Technical Bid (without indicating any prices).

#### b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

### DO NOT'S

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

### Digital Signing of e-Tender

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

### **The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

**M/s E-Procurement Technologies Limited (abcProcure)**

Head Office: A-201/208, Wall Street - II, Opp. Orient Club,

Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India)

**Office Hours:**

**Monday to Friday - 10:00AM to 07:00PM**

**1st, 3rd & 5th Saturday - 10:00AM to 06:00PM**

**2nd & 4th Saturday - Holiday**

**Contact: +91-79-68136872/823/872/871**

Respective user can contact to below numbers or send mail to

[bhel.support@abcprocure.com](mailto:bhel.support@abcprocure.com)

The contact details of the service provider are given below:

Name	Contact Nos.	e-mail ID	Location
Ms. Kanika Dani	+91 (79)68136872	<a href="mailto:kanika.dani@eptl.in">kanika.dani@eptl.in</a>	HO - Ahmedabad
Mr. Ankur Bhatt	+91 (79)68136823 +91 92655 62819	<a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a>	HO - Ahmedabad
Ms. Vaishavi shah	+91 (79)68136809	<a href="mailto:Vaishavi.s@eptl.in">Vaishavi.s@eptl.in</a>	HO - Ahmedabad
Ms Divya Jain	+91 (79)68136849	<a href="mailto:divya.jain@eptl.in">divya.jain@eptl.in</a>	HO - Ahmedabad
Mr.Devendra Rajpurohit	+91 (79)68136871	<a href="mailto:devendra.r@eptl.in">devendra.r@eptl.in</a>	HO - Ahmedabad
Mr. Vishal Munshi	+91 (79)68136818	<a href="mailto:vishal.munshi@eptl.in">vishal.munshi@eptl.in</a>	HO - Ahmedabad
Mr. Nikhil khalas	+91 (79)68136848	<a href="mailto:Nikhil@eptl.in">Nikhil@eptl.in</a>	HO - Ahmedabad

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

**(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same

immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

2. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on

<https://bhel.abcprocure.com>.

No Deviation/Acceptance Certificate  
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:  
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Deviations may or may not be accepted by BHEL.

“I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. \_\_\_\_\_. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature  
With name, Designation & seal of the firm

**DECLARATION CERTIFICATE**

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Ma'am,

**SUBJECT:** Hiring of Agency for providing Civil Manpower Services at 1X660 MW Panki Thermal Power Project on job contract basis (Tender No. \_\_\_\_\_)

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. *We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.*
2. **I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.**
3. *We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.*
4. *We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.*
5. *We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.*

Thanking you,

Very Truly Yours,

Signature  
With name, Designation & seal of the firm

**BIDDER'S GENERAL INFORMATION**  
(To be submitted along with Part-1 Bid)

*Photograph of  
bidder /  
authorised  
signatory  
holding power  
of attorney*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
6	Permanent Account Number (PAN)	
7	Labour Identification Number (LIN)	
8	EPF Registration No.	
9	ESI Registration No.	
10	GST Registration No. (GSTIN)	
11	Udyog Aadhaar Memorandum (UAM No.)	
12	Startup recognition Certificate No.	
13	Corporate Identification Number (CIN)	
14	Name of Bidder/ Contact Person	
15	Phone No. of Bidder / Contact Person	
16	E-mail Address of Bidder / Contact Person	
17	Name of Authorized Signatory	

Signature  
With name, Designation & seal of the firm

**FINANCIAL DETAILS OF THE BIDDER**  
(To be submitted along with Part-1 Bid)

AUDITED ANNUAL TURNOVER OF LAST 3 YEARS	FINANCIAL YEAR 2016-17	FINANCIAL YEAR 2017-18	FINANCIAL YEAR 2018- 19
	₹.....	₹.....	₹.....

**SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER**

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Description of Work / Service	Contract Period (from and to)	Contract Value	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge
1				
2				
3				

*{If the space provided is insufficient, separate sheet may be attached. Additional information, if any (Attach separate sheet, if required)}*

Signature  
With name, Designation & seal of  
the firm

**BHARAT HEAVY ELECTRICALS LIMITED**

*(A Government of India  
Undertaking) Power Sector –  
..... Region*

.....  
.....

**CONTRACT AGREEMENT**

AGREEMENT NO. \_\_\_\_\_

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF AWARD NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

\_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE OF CONTRACTOR  
OFFICER )

(SIGNATURE OF BHEL

**CONTRACT AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi-110049 (herein after called BHEL) of the ONE PART.

AND

M/S \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----  
-----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Award No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Award dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. That in consideration of the payments to be made to the Contractor by BHEL/BHEL's Sub-Contractor in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
3. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
4. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule.
5. That BHEL/BHEL's Sub-Contractor shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
6. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of Award has been issued to the Contractor.

7. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
8. That BHEL/BHEL's Sub-Contractor shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax as per prevailing Income Tax Act.
9. That BHEL/BHEL's Sub-Contractor shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL/BHEL's Sub-Contractor, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
10. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
11. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Award and other documents governing this Agreement, the provisions in the Letter of Award shall prevail.

12. The following documents

1. Invitation to Tender No-----and the documents specified therein.
2. Contractor's Offer No-----dated-----.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. . \_\_\_\_\_
6. Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.
7. \_\_\_\_\_

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

- 1.
- 2.

(CONTRACTOR)  
(to be signed by a person holding  
a valid Power of Attorney)

WITNESS

- 1.
- 2.

(For and on behalf of BHEL)

**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT (To be typed on non-judicial stamp paper of minimum Rs. 100/- and Notarized)**

-----  
-----

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called

'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd,

Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, in connection with

.....  
.....  
.....  
.....

..... vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor  
Witness

Notary Public

**E-Banking Mandate Form**

(To be issued on bidder's letter head and to be submitted along with Part-1 Bid)

1. Vendor/customer Name:
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
  - a. Name of Bank:
  - b. Name of branch:
  - c. Branch code:
  - d. Address:
  - e. Telephone number:
  - f. Type of account (current/saving etc.):
  - g. Account Number:
  - h. RTGS IFSC code of the bank branch:
  - i. NEFT IFSC code of the bank branch:
  - j. 9 digit MICR code:

I/We hereby authorize BHEL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BHEL responsible.

Signature  
With name, Designation & seal of the firm

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... ,  
(hereinafter referred to as 'company') having its registered office at  
.....  
is registered under MSMED Act 2006,(Entrepreneur  
Memorandum No (Part—II) ..... dtd:..... ,  
Category: ..... (Micro/Small)). (Copy enclosed).

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

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:

Rs .....Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:

Rs .....Lacs

**(Strike off which is not applicable)**

The above investment of Rs .....Lacs is within permissible limit of Rs .....Lacs for .....Micro / Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

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

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

**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/counterclaims 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-30 hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in Format-31 hereto.
3. The party receiving the invitation/ notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the Format-32. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in Format-29.
5. The Parties shall be represented by only their duly authorized in-house executives/ officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/ notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.

8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC .
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/ recommendations of the majority of the Members of IE C shall prevail and be construed as the recommendation of the IE C .
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 IE C to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC .

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
  - a. On the date of signing of the Settlement agreement by the Parties; or,
  - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
  - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
  - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; 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:

S l No	Particulars	Am ount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to R s 5crores. R s 50,000/- (S ole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than R s 10 crores. R s 75,000 (per Conciliator)

S l No	Particulars	Am ount
		In cases involving claim and/or counter-claim of more than Rs 10 crores. R s 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 B H E L .
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IE C .  Where Conciliation is by multi member Conciliators R s 30,000/- (one time)- to be paid to the IE C

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 B H E L )	As per entitlement of the equivalent officer (pay scale wise) in B H E L .
	Others	As per the extant entitlement of whole time Functional Directors in B H E L .  Ordinarily, the I E C Member(s) would be entitled to travel by air Economy C lass.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region /
S l No	Particulars	Am ount
		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 B H E L 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 I E C 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 I E C 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 R s 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 IE C on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/ reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/ Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
  - b. admissions made by the other party in the course of the Conciliator proceedings;
  - c. proposals made by the Conciliator;
  - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/ was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/ was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the

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

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

**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/ L OI/ L OA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/ Counter Claim(s):

S I. 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 IE C members and to the other party by post as well as by email.*

**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/ L OI/ L OA& date \_\_\_\_\_.

Dear Sir/ Madam,

As you are aware, with reference to above referred Contract/ MoU/ Agreement/ L OI/ L OA, 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/ L OI/ L OA are reproduced hereunder:

S l. No.	C laim description	Amount involved

As you are aware, there is a provision in the captioned Contract/ MoU/ Agreement/ L OI/ L OA 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 B H E L . 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/ L OI/ LOA.

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

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

Thanking you  
Yours faithfully

Representative of BHEL

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

**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/ L OI/ L OA& date \_\_\_\_\_.

Dear Sir/ Madam,

As you are aware, with reference to above referred Contract/ MoU/ Agreement/ L OI/ L OA, 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/ L OI/ L OA are enumerated hereunder:

S I. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/ MoU/ Agreement/ L OI/ L OA 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/ L OI/ L OA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite B H E L to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the B H E L 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 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/ L OI/ L OA& date \_\_\_\_\_.

Sir,

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

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract ...../ MoU/ Agreement/ L OI/ L OA, 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 29 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHE L

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

E ncl: As above

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

<b>WAGE PAYMENT STRUCTURE</b> <b>(RATE CONTRACT FOR PROVIDING CIVIL CONSTRUCTION AND ALLIED SERVICES ON JOB CONTRACT BASIS AT 1 X 660 MW PANKI TPS, KANPUR, U.P.)</b>					
Sl. No.	COMPONENTS	<i>All Amount in ₹</i>			
		RATE PER UNIT PER MONTH FOR UNSKILLED	RATE PER UNIT PER MONTH FOR SEMI SKILLED	RATE PER UNIT PER MONTH FOR SKILLED	RATE PER UNIT PER MONTH FOR HIGHLY SKILLED
1(a)	Rates of Basic Wage (₹) of Uttar Pradesh for all Scheduled Employment	5,750.00	6,325.00	7,085.00	8,148.00
1(b)	Dearness Allowances (₹) w.e.f. 01.10.2019 to 31.03.2020	2,528.94	2,781.83	3,116.09	3,583.49
1(c)	Rates of Min. Wages (Basic+DA) as on 01.10.2019 of Uttar Pradesh for all Scheduled Employment	8,278.94	9,106.83	10,201.09	11,731.49
1	<b>Monthly Consolidated wages including VDA (₹)</b>	<b>8,278.94</b>	<b>9,106.83</b>	<b>10,201.09</b>	<b>11,731.49</b>
2	<b>PF CONTRIBUTION: Employee's Contribution @12.0 % and Employer's Contribution @13.0 %</b>				
2(a)	<b>EPS (A/c No.10):</b> Employer's Contribution@8.33% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @8.33% of ₹15000/- whichever is lower {EPS contribution is payable on maximum wage ceiling of ₹ 15000/- only}	690.00	759.00	850.00	978.00
2(b)	<b>EPF (A/c No.01):</b> The difference of Employee's share {i.e. 12% of Monthly Consolidated wages including VDA (i.e. S.No.1)} & Pension Contribution {i.e. S. No. 2(a)}. {EPF contribution is payable on maximum wage ceiling of ₹ 15000/- however EPF contribution can be paid on higher wages also (wages above 15000/-)}	304.00	334.00	375.00	430.00
2(c)	<b>EDLI (A/c No.21):</b> Employer's Contribution@0.50% of Monthly Consolidated wages including VDA (i.e. S.No.1) OR @0.50% of ₹15000/- whichever is lower. (Contribution to be paid on up to maximum wage ceiling of ₹15000/- even if PF is paid on higher wages)	42.00	46.00	52.00	59.00
2(d)	<b>EPF Admn. Charges (A/c No.02):</b> Employer's Contribution@0.5% of Monthly Consolidated wages including VDA (i.e. S. No. 1) subject to Minimum Administrative charges payable per month per establishment is Rs. 500/- . (EPF Admn. Charges is payable on total pay on which EPF contributions are payable.)	42.00	46.00	52.00	59.00

<b>WAGE PAYMENT STRUCTURE</b>					
<b>(RATE CONTRACT FOR PROVIDING CIVIL CONSTRUCTION AND ALLIED SERVICES ON JOB CONTRACT BASIS AT 1 X 660 MW PANKI TPS, KANPUR, U.P.)</b>					
Sl. No.	COMPONENTS	<i>All Amount in ₹</i>			
		RATE PER UNIT PER MONTH FOR UNSKILLED	RATE PER UNIT PER MONTH FOR SEMI SKILLED	RATE PER UNIT PER MONTH FOR SKILLED	RATE PER UNIT PER MONTH FOR HIGHLY SKILLED
3	<b>ESI CONTRIBUTION: Employee's Contribution @0.75 % and Employer's Contribution @3.25 % of gross wages</b>				
3(a)	<b>ESI: Employer's Contribution @3.25% of Monthly Consolidated wages including VDA (i.e. S. No. 1) {(Enhanced wage ceiling for coverage of employees under the ESI Act is ₹ 21,000/- which will be calculated on S. No. 1) OR ** a comprehensive Insurance Policy for meeting the liability under Employees Compensation Act &amp; Medical Coverage for the Worker and dependent family members within the same allocable cost.</b>	270.00	296.00	332.00	382.00
	<b>BONUS, LEAVE, UNIFORM, ETC.</b>				
4	<b>Bonus Contribution: @8.33% of ₹7000/- or the minimum wage {i.e. S. No.1 (c)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is ₹ 21,000/- which will be calculated on S. No. 1)</b>	690.00	759.00	850.00	978.00
5	Provision against encashment of Privilege leaves/ Earned leaves (15 PL) @1.25 days Per Month	345.00	380.00	426.00	489.00
6	<b>Per month category wise wage (₹) (Sub-total of S. No. 1 to S. No. 6)</b>	<b>₹ 10,661.94</b>	<b>₹ 11,726.83</b>	<b>₹ 13,138.09</b>	<b>₹ 15,106.49</b>

Signature  
With name, Designation & seal of the firm

**RATE CONTRACT FOR PROVIDING CIVIL CONSTRUCTION AND ALLIED SERVICES ON JOB CONTRACT BASIS AT 1 X  
660 MW PANKI TPS, KANPUR, U.P.**

Type of Workforce	Cat	Total Nos.
Highly Skilled	A	15
Skilled	B	30
Semi-Skilled	C	50
Un-Skilled	D	50
TOTAL		145

Signature  
With name, Designation & seal of the firm

<b>(RATE CONTRACT FOR PROVIDING CIVIL CONSTRUCTION AND ALLIED SERVICES ON JOB CONTRACT BASIS AT 1 X 660 MW PANKI TPS, KANPUR, U.P.)</b>												
S. No.	Description of services	Number of Points Per Month	Category of workforce	Number of Points w.r.t their Category (Qty.) <i>As per Annexure-M2</i>	Monthly Rates (₹) for each point w.r.t. Category <i>As per Annexure-M1</i>	Monthly Amount (₹)	Monthly Service Charge in Percentage Terms (In Figure)	Monthly Service Charge in Percentage Terms (In Words)	Derived Monthly Service Charge in absolute value (In Figure)	Derived Monthly Service Charge in absolute value (In Words)	Total amount per month incl. Service Charge (₹)	Total amount for 12 months incl. Service Charge (₹)
A	B	C	D	E	F	G = (E x F)	H	I	J = (G x H%)	K	L = G + J	M = 12 x L
1	RATE CONTRACT FOR PROVIDING CIVIL CONSTRUCTION AND ALLIED SERVICES ON JOB CONTRACT BASIS AT 1 X 660 MW PANKI TPS, KANPUR, U.P.	145	HSW:	15	15,106.49	2,26,597.36	TO BE QUOTED BY BIDDER		₹	Rupees	₹	₹
			SW:	30	13,138.09	3,94,142.70						
			SSW:	50	11,726.83	5,86,341.50						
			USW:	50	10,661.94	5,33,097.00						

NOTE: 1) The bidder shall quote the “PERCENTAGE (%) SERVICE CHARGE” in English language and international numerals ONLY. “Service Charges” shall be considered up to TWO decimal points only. Bidder has to quote positive service charges only.

2) If a bidder quote “Nil” service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).

3) The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as per relevant clause of Technical Conditions of Contract (TCC).

4) The service charges shall remain firm for the entire period of the contract.