

**TENDER SPECIFICATION
BHEL: PSSR: SCT: 1824**

FOR

**Upkeep, Maintenance and Rodent Control of
BHEL-PSSR Headquarters Premises.**

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book-II consists of

- Volume-IB: Special conditions of Contract,
Rev 01 dated 1st June 2012
Amendment 01 dated 1st October, 2015
- Volume-IC: General conditions of Contract
Rev 01 dated 1st June 2012,
Amendment 03 dated 1st October, 2015
- Volume-ID: Forms & Procedures
Rev 01 dated 1st June 2012
Amendment 01 dt 1st October, 2015

VOLUME -I BOOK - I



BHARAT HEAVY ELECTRICALS LIMITED

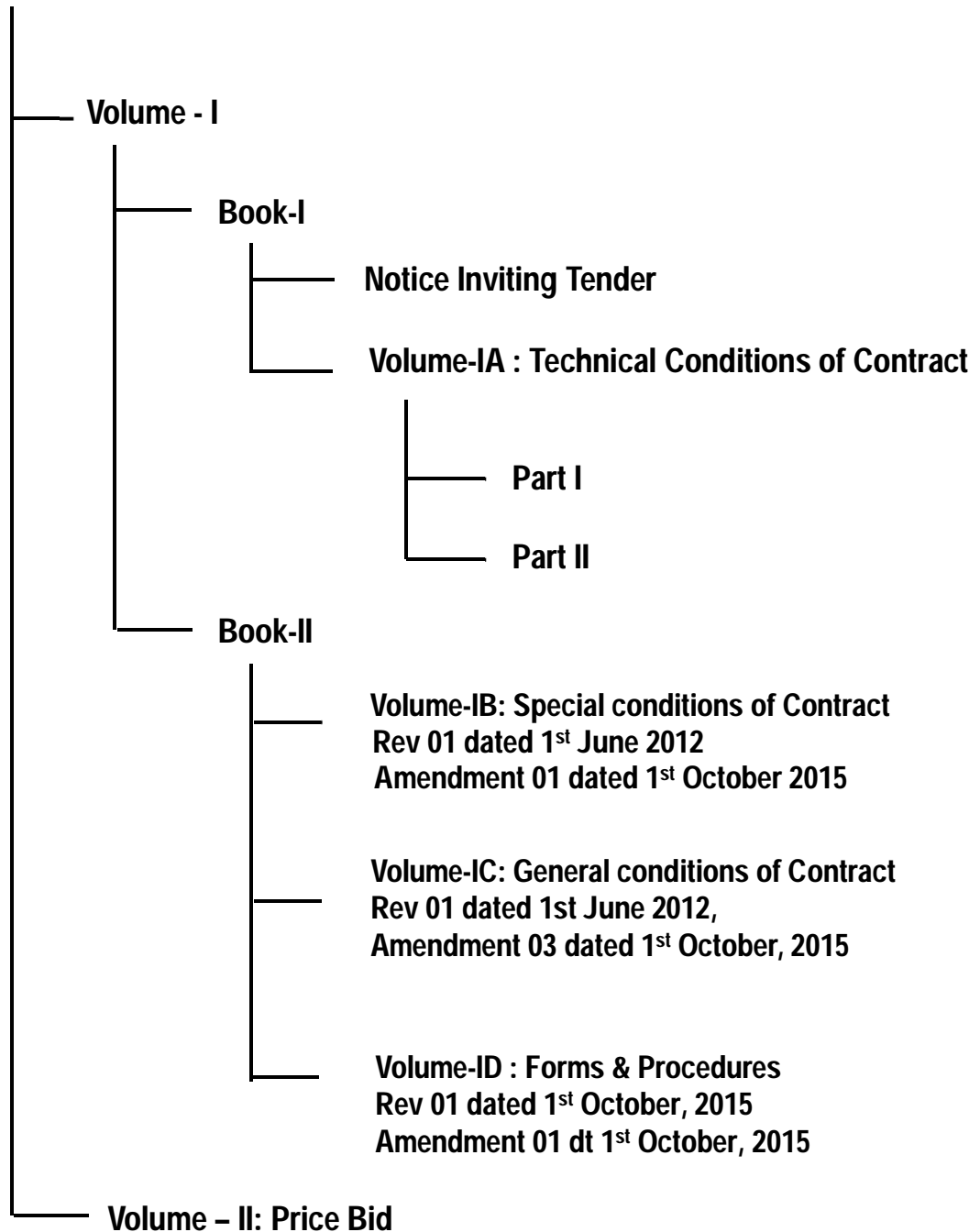
(A Government of India Undertaking)

Power Sector – Southern Region

690, Anna Salai, Nandanam, Chennai – 600 035.

TENDER SPECIFICATION CONSISTS OF

Tender Specification





NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



NOTICE INVITING TENDER

Ref: BHEL: PSSR: SCT: 1824

Date: Apr 30, 2019

NOTICE INVITING TENDER (NIT)

Bidder May Get Tender From This Office or Bidder may also download Tender Document from web sites

<http://www.bhel.com/> or <https://eprocure.gov.in/epublish/app>

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To

Dear Sir/Madam

Sub: NOTICE INVITING 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.

1.0 Salient Features of NIT

Sl. No	ISSUE	DESCRIPTION	
i)	TENDER NUMBER	BHEL: PSSR: SCT: 1824	
ii)	Broad Scope of job	Upkeep, Maintenance and Rodent Control of BHEL-PSSR Headquarters Premises.	
iii)	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special conditions of Contract, Rev 01 dated 1st June 2012, Amendment 01 dated October 01, 2015	Applicable
C	Volume-IC	General conditions of Contract Rev 01 dated 1st June 2012, Amendment 03 dated October 01, 2015	Applicable
D	Volume-ID	Forms & Procedures Rev 01 dated 1st June 2012 Amendment 01 dated October 01,2015	Applicable
E	Volume-II	Price Schedule (Absolute value).	Applicable

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iv)	Issue of Tender Documents	<p>1. Sale Start: 01.05.2019 Close: Tender documents for bidder's reference can be downloaded from this website till due date of submission</p> <p>2. From: BHEL website (www.bhel.com -> Tender Notifications).</p>	Applicable
v)	Due Date & Time of Offer Submission	<p>Date: 21.05.2019, Time :15.00 Hrs Place: SUB-CONTRACT DEPARTMENT, BHEL, PSSR, 7th FLOOR, EVR PERIYAR BUILDING, 690 ANNA SALAI, NANDANAM, CHENNAI – 600035.</p>	Applicable
vi)	Opening of Tender	<p>Date: 21.05.2019, Time :15.30 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</p>	Applicable
vii)	EMD Amount	<p>Rs. 3,50,000 /- (Rupees Three Lakhs Fifty Thousand only). - Refer Vol-1A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I, Book-I) for mode of payment of EMD. - Exemption of EMD for MSEs is not applicable for this tender. - One time EMD is not applicable for this tender.</p>	Applicable
viii)	Cost of Tender	<p>Rs. 2,000/- (Rupees Two Thousand Only) - Cost of tender shall be remitted through, Electronic Fund Transfer credited in BHEL account or Banker's cheque or Pay order or Demand draft, in favour of BHEL. - <u>Exemption of Cost of Tender for MSEs is not applicable for this tender.</u></p>	Applicable
ix)	Last Date For Seeking Clarification	<p>Bidders may submit their queries at least 2 days before the due date of offer submission, addressing to undersigned & to others as per contact address as follows. Mr.R.Siva, Dy. Manager/SCT BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286762/+91-9884184574</p>	Applicable

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		<p>sivaramesh@bhel.in</p> <p>Ms.Asha Alex, DGM/ SCT BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286714/+91-9444384963 ashaalex@bhel.in</p> <p>Mr.Sandipan Biswas, AGM/ Purchase &SCT BHEL-PSSR 690 Anna Salai, Nandanam, Chennai-35 044-28286757/+91-8602001217 bsandipan@bhel.in</p>	
x)	Schedule of Pre Bid Discussion (PBD)	-	Not Applicable
xi)	Integrity Pact & Details of Independent External Monitor (IEM)	<p>a. Integrity Pact (IP) is a tool to ensure that activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as per format given at Volume 1D Formats (refer Volume I Book II) of this tender is to be submitted (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial Bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Details of IEM for this tender is furnished below:</p> <p style="text-align: center;">--</p> <p>b. Please refer section- 8 of the IP (refer the format given at Volume 1D Formats of this tender) for</p>	Not Applicable

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		Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department.	
xii	Latest updates	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 → Tender Notifications) & https://eprocure.gov.in/epublish/app . These will not be published in the newspapers. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	

- 2.0** 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, **duly signed & stamped on each page, as part of offer. 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.**
- 3.0** Unless Bidder shall remit cost of tender through, Electronic Fund Transfer credited in BHEL account or Banker's cheque or Pay order or Demand draft, in favour of BHEL.
- 4.0** Unless specifically stated otherwise, bidder shall deposit **Earnest Money Deposit (EMD) as mentioned in Volume IA, Part-II, Chapter-1** of Technical Conditions of Contract (Volume-I Book-I) under the heading 'Modes of Deposit of EMD'. Please note that 'One Time EMD' shall not be considered. **It is to be noted that proof of remittance for EMD shall be made available at BHEL PSSR Office prior to tender opening.**
- 5.0 Procedure for Submission of Tenders:** The Tenderer must submit his Tender to Officer inviting Tender, as detailed below:
- PART-I consisting of (Techno Commercial Bid)' in a superscribed envelopes (ENVELOPE-I)

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- PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-II)
- One set of each document shall be retained by the bidder for their reference.

6.0 The contents for ENVELOPES and the superscription for each sealed cover / Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I	
	<p><u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter / Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="padding-left: 20px;">(i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 20px;">(ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.</p>	
iii.	<p>Supporting documents / annexure / schedules / drawing etc as required in line with Pre-Qualification criteria. (Technical & Financial)</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, etc.</p>	
iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc pertinent to this NIT.	

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v.	Duly filled-in annexures, formats etc as required under this Tender Specification / NIT	
vi.	Notice inviting Tender (NIT)	
vii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
viii.	Volume – I B : Special Conditions of Contract (SCC)	
ix.	Volume – I C : General Conditions of Contract (GCC)	
x.	Volume – I D : Forms & Procedures	
xi.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xii.	Any other details preferred by bidder with proper indexing.	

PART-II		
PRICE BID consisting of the following shall be enclosed		
	ENVELOPE-II superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	Covering letter /offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate / price to be entered in words as well as figures)	

OUTER COVER		
	ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: Addressed to: Sub-contracts Dept., 7th floor, A-wing, BHEL PSSR, 690, Anna Salai, Nandanam, Chennai-35. Ph: 044 24330209 CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II 	

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SPECIAL NOTE:

- i. All documents / annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
 - ii. Your offer & documents submitted along with offer shall be signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- 7.0** 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.
- 8.0** 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).
- 9.0** Void
- 10.0** Void
- 11.0** Bidders must visit 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.
- 12.0** For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, 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.
- 13.0** Void.
- 14.0** 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,

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noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.

- 15.0** Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 16.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The Integrity pact is to be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder. (IEM is not applicable for this tender).
- 17.0** 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-1 (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.
- 18.0** In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful / Disqualified bidders under intimation to the respective bidders.
- 19.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 20.0** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

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The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

- 21.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 22.0** 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.
- 23.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 24.0** Void
- 25.0** The bidder shall submit 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.
- 26.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 27.0** The offers of the bidders who are under suspension as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "www.bhel.com → tender notification".
- 28.0** It may be noted that guidelines / rules in respect of 'Suspension of Business dealings' available on BHEL web site "www.bhel.com → **Supplier Registration**", 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
- 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

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immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 30.0** Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

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

- 31.1 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.

- 31.2 Commitment by Bidder / Supplier / Contractor:

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

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

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

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

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32.0 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.

33.0 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
- e. Special Conditions of Contract (SCC) —Volume-1B
Rev. 01 Dt. 01 Jun 2012; Amendment: 01 Dt. 1st October 2015
- f. General Conditions of Contract (GCC) —Volume-1C
Rev. 01 Dt. 01 Jun 2012; Amendment: 03 Dt. 1st October 2015
- g. Forms and Procedures —Volume-1D
Rev. 01 Dt. 01 Jun 2012; Amendment: 01 Dt. 1st October 2015

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

Additional General Manager / SCT & Purchase

Enclosure

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List.
3. Annexure-3 Void.
4. Annexure-4 Annexure to Pre-Qualifying Criteria.
5. Annexure-5 Tender Schedule.
6. Annexure-6 Declaration for Reverse auction.
7. Other documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Upkeep, Maintenance and Rodent Control of BHEL-PSSR Headquarters Premises.		
Tender No.	BHEL: PSSR: SCT: 1824		
Sl. No.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>Technical</u>		
	Please refer Annexure-3.	Applicable	To be filled in Annexure-4
C	<u>FINANCIAL</u>		
C-1	Turnover Bidders must have achieved an average annual financial turnover (Audited) of Rs. 53,00,000/- (Rs. Fifty-Three lakhs only) or more over last three Financial Years (FY) i.e., 2015-16, 2016-17 and 2017-18.	Applicable	To be filled in Annexure-4
C-2	Net worth (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	Applicable	To be filled in Annexure-4

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C-3	Profit 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.	Applicable	To be filled in Annexure-4
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	To be filled in Annexure-4
D	Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT (if applicable)	Not Applicable	
E	Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	
F	Submission of all documents as prescribed in the tender including "No Deviation certificate".	Applicable	
G	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to F	Applicable	BY BHEL
H	Consortium criteria (if applicable)	Not Applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. 2. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. 3. 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. 			

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	<p>4. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth =Paid up share capital* + reserves (* Share capital OR Partnership Capital OR Proprietor Capital as the case may be) (Net worth is required to be evaluated in case of companies).</p> <p>5. C-3:- PROFIT : shall be PBT earned during any one year of the three financial years as in C-1 above</p> <p>6. For Evaluation of PQR, the credential of the Bidder alone, and not that of the Group Company shall be considered.</p> <p>7. Completion date for achievement of the technical criteria specified in the Common QR 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.</p> <p>8. Parties with ISO certification will be preferable. Documentary evidence should be enclosed towards the same.</p>
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Note:

- (i) BIDDER SHALL SUBMIT PRE-QUALIFICATION CRITERIA FORMAT (Refer Annexure-4), DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC. IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.
- (ii) **Authenticity of Credentials submitted by the Bidder against 'Pre-Qualifying Criteria' shall be verified from the Issuing Authority, by BHEL. In case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the Right to Initiate any further action as per the "Guidelines for Suspension of Business Dealings with Suppliers/Contractors" (Published in http://www.bhel.com/vender_registration/vender.php) and "Fraud Prevention Policy" (Published in <http://www.bhel.com/home.php>) as applicable.**

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ANNEXURE - 2

CHECK LIST

**NOTE: - Tenderers are required to either fill in or submit separately the following details.
No column should be left blank.**

1	Name of the Tenderer		
	Address of the Tenderer		
2	Details about type of the Firm / Company		
3a	Details of Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No/ Mobile No: E-mail ID:		
3b	Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No/ Mobile No: E-mail ID:		
4	EMD DETAILS <i>(Remittance of EMD should be in line with Mode of Deposit as detailed in Vol 1A, Part-2, Chapter-1)</i> a. Cash portion of EMD – online payment/ DD/ Cheque (Minimum Rs 2 Lakhs) b. Balance portion of EMD	a. Mode of Remittance: Ref No: Date : Amount: b. Mode of Remittance: Ref No : Date :	
5	Validity of Offer	To be valid for six months from due date	
		Applicability (By BHEL)	Bidder Reply
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I & ANNEXURE-IV) is understood and filled with proper supporting documents referenced in the specified format	Applicable	Yes/ No
7	Submission of Copy of Balance sheet and Profit and Loss Account for the last three years (Refer "Explanatory Note for the PQR" in Annexure 1 of NIT)	Applicable	Yes/ No
8	Submission of Copy of PAN Card	Applicable	Yes/ No

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9	Whether all pages of the Offer Documents are signed by the person authorized to sign this offer	Applicable	Yes/ No
10	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	Yes/ No
11	Submission of Declaration by Authorized Signatory	Applicable	Yes/ No
12	Submission of No Deviation Certificate	Applicable	Yes/ No
13	Submission of Declaration confirming knowledge about Site Conditions	Applicable	Yes/ No
14	Submission of Declaration for relation in BHEL	Applicable	Yes/ No
15	Submission of Non-Disclosure Certificate	Applicable	Yes/ No
16	Submission of Copy Bank Account Details for E-Payment	Applicable	Yes/ No
17	Submission of Capacity Evaluation of Bidder for current Tender	Applicable	Yes/ No
18	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes/ No
19	Submission of Unquoted Price Bid	Applicable	Yes/ No
20	Declaration by bidder for price opening through Reverse Auction (Refer Annexure-6 of Notice Inviting Tender)	Applicable	Yes/ No
21	Copy of Organization Chart	Applicable	Yes/ No
22	Copy of Registration / Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm.	Applicable	Yes/ No
23	Undertaking as per Financial C 4 Criteria of Annexure 1 of NIT regarding Bankruptcy Code Proceedings (IBC)	Applicable	Yes/ No
24	Details of GST registration with proof	Applicable	Yes/ No
25	Details of PF registration with proof	Applicable	Yes/ No
26	Details of ESI registration with proof	Applicable	Yes/ No
27	Details of ISO certification (if any) with proof	Applicable	Yes/ No
28	Duly signed/ stamped self-introductory letter as per Annexure 7 of NIT	Applicable	Yes/ No

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.
3. For Sl. No.11 to 21 above, the formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

NOTICE INVITING TENDER

Annexure-3

B Technical Pre-Qualification Criteria

B.1 Bidder should have Executed "Similar works" for any one of the following in the last seven years reckoned from the latest due date of bid submission.

B.1.1 One (1) work of value not less than **Rs. 141 Lakhs**
(OR)

B.1.2 Two (2) works each of value not less than **Rs. 88 Lakhs**
(OR)

B.1.3 Three (3) works each of value not less than **Rs.70 Lakhs**

Note: -

- I. The term 'Executed' in the above QR (B.1) means; the bidder should have achieved the criteria specified in QR even if the contract has not been completed or closed.
- II. The term "Similar Works" in the above QR (B.1) means shall mean "Housekeeping works or cleaning or sanitation or supply of services of multitasking staff or supply of manpower services of various categories or building management contracts etc. for leading PSU/ State Government/ Central Government Offices/ Reputed companies/ firms".
- III. 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-

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

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid

NOTICE INVITING TENDER

submission month shall be reckoned as April'17 and index for Jan'17 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 the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

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

- IV. Relevant supporting documents for all above must be submitted by the bidder.

NOTICE INVITING TENDER

ANNEXURE - 4

**Additional Format to be submitted by Bidders in an additional separate cover s
Pre-Qualifying Criteria".**

Name of the Bidder: M/s.....

Sl. No.	PQR Ref	PQR (Reproduced from Annexure – 1)	Qualifying Experience	Work order Ref with page no in Offer for supporting documents	Compe certifi the re Work no in suppo docu
1	<u>Technical B:</u>	B.1 Bidder should have Executed "Similar works" for any one of the following in the last seven years reckoned from the latest due date of bid submission. B.1.1 One (1) work of value not less than <u>Rs. 141 Lakhs</u> (OR) B.1.2 Two (2) works each of value not less than <u>Rs. 88 Lakhs</u> (OR) B.1.3 Three (3) works each of value not less than <u>Rs.70 Lakhs.</u>			

Tender Specification No.: BHEL: PSSR: SCT: 1824

NOTICE INVITING TENDER

2	Financial C1	TURNOVER Bidders must have achieved an average annual financial turnover (Audited) of Rs. 53,00,000/- (Rs. Fifty-Three lakhs only) or more over last three Financial Years (FY) i.e. 2015-16, 2016-17 and 2017-18.					
3	Financial C2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive					
4	Financial C3	PROFIT 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.					
5	Financial 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.					

Note: Indicate the page nos in the respective columns for the enclosed PQR supporting documents in the offer

Tender Schedule

Description	Schedule	Remarks
Technical Bid Opening	As mentioned in Notice Inviting Tender.	
Communication from BHEL for Clarifications, if any, required by BHEL	Within Three days from tender opening date	
Last date for Bidders to submit the clarifications / documents required	Within Six days from tender opening date	Bidders to note that their competent representative to be readily available in this week for offering clarifications / submitting the further documents, if any, required.
If Reverse Auction is applicable, then the tentative date for conducting Reverse Auction	Within Ten days from tender opening date	

Note:

1. Bidders to note that the above schedule should be adhered to and no further extension will be given. To adhere to the schedule indicated below, Bidders should ensure the adequacy of the documents submitted in their offer, with proper validation.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Annexure 6

DECLARATION BY BIDDER FOR PRICE OPENING THROUGH REVERSE AUCTION

(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Bidder for Price opening through Reverse Auction

Ref : 1) NIT / Tender Specification No:,
2) Participation in the Reverse Auction

We have studied and understood the clauses of Reverse auction published in the tender specification.

Strike out either (1) or (2) of the following whichever is not applicable.

1. I / We, hereby declare that I / we **shall be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.
2. I / We, hereby declare that I / we **shall not be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.

Yours faithfully,

Date: (Signature, Date & Seal of Authorized Signatory of the Bidder)

VOLUME – IA
Part I & II

TECHNICAL
CONDITIONS OF
CONTRACT
(TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

SI no	DESCRIPTION	Chapter	No. of Pages
Vol I A	Part-I: Contract specific details		
1	Project Information	Chapter-I	1
2	Scope of works	Chapter-II	2
3	Facilities in Scope of Contractor / BHEL	Chapter-III	1
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	1
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	1
6	Contract Period	Chapter-VI	1
7	Instructions to Rate Schedule	Chapter-VII	2
8	Terms of Payment	Chapter-VIII	1
9	Taxes and Duties	Chapter-IX	2
10	General	Chapter-X	5
Vol I A	Part-II		
1	Corrections/Revisions in GCC Forms and Procedures	Chapter-1	11
2	Procedure For Conduct Of Conciliation Proceedings	Chapter-2	11
3	Proforma For Bank Guarantee	Chapter-3	03

VOLUME - IA PART – I CHAPTER – I

1.1. **PROJECT INFORMATION**

Present Location of work:

**Bharat Heavy Electricals Limited (BHEL) – Power Sector Southern
Region (PSSR) Office Premises,
EVR PERIYAR BUILDING, 690, ANNA SALAI, NANDANAM,
CHENNAI – 600035**

VOLUME-IA PART-I CHAPTER – II **SCOPE OF WORKS**

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

1.2. SCOPE OF WORK IN GENERAL:

- 1.2.1. The scope of works shall include providing Housekeeping Services at BHEL PSSR office premises comprising of Ground Floor B Wing, V Floor B Wing, VI Floor B Wing, VII Floor A & B Wings, VIII Floor A & B Wings and IX Floor A & B Wings in EVR Periyar Building, covering all the areas like General Office Area, Cabins, Conference Halls, Computer Rooms/ Server Rooms, Library, Electrical Rooms, Telephone Exchange, Record Rooms, Archives, Laboratories, Cash Office, Reception, Dispensary, Canteen/ Dining Hall, Kitchen, Auditorium, Club, Lobbies, Toilets, Staircase, Staircase Railings etc.,
- 1.2.2. Dusting and cleaning of all office furniture items, furnishings, fittings and fixtures, lights, fans, electronic equipments, Venetian blinds, window panes, wall panels, waste paper baskets, library books / book shelves and cabins in the aforesaid places.
- 1.2.3. Cleaning of Toilets, IWCs/ RWCs, urinals, wash basins and area around water coolers.
- 1.2.4. Cleaning of pantries, Kitchen, Canteen wash rooms, canteen utensils, plates, cups and other assistance required in the Kitchen.
- 1.2.5. Dusting office instruments and equipment.
- 1.2.6. Sweeping the floors once a day in the morning before start of the office hours.
- 1.2.7. Collection of garbage and other wastes and dispose of the same as per instructions.
- 1.2.8. Mopping the floors with disinfectant/ anti-bacterial chemicals once a day in the morning before start of the office hours.
- 1.2.9. Additional cleaning/ mopping the office as required during visit of VVIPs.
- 1.2.10. Cleaning of toilets, IWCs / FWCs, wash basins, Urinals with acid once a week.
- 1.2.11. Removal of cobwebs once in a fortnight.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.2.12. Cleaning of all common toilets, urinals, wash basins, water coolers before opening of office thoroughly with disinfectants, filling soap dispensers in the morning and keeping fresheners / naphthalene balls, urinal cakes appropriately.
- 1.2.13. Pest & Rodent control for the entire office area. Pest Control to be carried out on fortnightly basis, as per instructions of BHEL.
- 1.2.14. The miscellaneous maintenance works of the BHEL Premises occupied in the EVR Periyar Building.
- 1.2.15. The above scope of work, (more fully described in the Rate Schedule of Price Bid) will require a minimum of 31 man-days, (30 workmen and one Supervisor) per day. The contractor shall arrange the required manpower and all the cleaning tools as well as the Cleaning Materials/ Chemicals required for the subject work at their cost.
- 1.2.16. The contractor should comply with Minimum Wages Act, 1948 and all other applicable statutory requirements as stipulated by State/Central Government rules & regulations.
- 1.2.17. Insurance of the Contractor's employees /equipment/ tools & tackles shall be in contractor's scope.
- 1.2.18. The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- 1.2.19. The Contractor shall provide safety appliances to their workmen and maintain the same at their own cost.
- 1.2.20. During the currency of the contract, BHEL can terminate the contract at any time without assigning any reason, by giving 30 days' notice; likewise, if the contractor desires to terminate the contract, he can do so by giving 30 days' notice to BHEL.

VOLUME IA PART – I CHAPTER – III

1.3. FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL

- 1.3.1. Power supply for the subject work shall be provided free of charges by BHEL. Further extensions, if required, has to be done by the bidder.
- 1.3.2. Service Water required for the subject work shall be provided free of charges by BHEL.
- 1.3.3. BHEL will not provide Residential accommodation or transport for the contractor's Employees. These shall be arranged by the Contractor at his cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER – IV

1.4. T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

- 1.4.1. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, materials, equipments and tools and tackles.
- 1.4.2. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- 1.4.3. Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital costs, material cost, taxes and levies which might be applicable to this type of job.
- 1.4.4. Contractor shall provide all consumables / Material at his cost for carrying out the job. Tentative requirement is furnished below.

Requirement of Materials (approx) per Month for Up keep of the Office Premises		
S.No	Description	Rq Amnt
1	Soap Oil (Floor cleaning detergent)	20 Ltrs
2	Phenol Compound (concentrate) 1 st Qly	20 Ltrs
3	Cleaning Acid	02 Ltrs
4	Perfume (25ml bottles)	20 Nos
5	Sabeena Powder	05 Kgs
6	Naphthalene balls	03 Kgs
7	Hand napkins (Turkey)	10 Nos
8	Checked cloths (1 st Qly Big size)	25 Nos
9	Yellow Cloth 1 st Qly	25 Nos
10	Urinal Cubes (Red) (Each Pkt 6 Pcs)	40 Pkts
11	Dust Pan	10 Nos
12	Toilet Brush	25 Nos
13	Floor Wiper	07 Nos

TECHNICAL CONDITIONS OF CONTRACT (TCC)

14	Hand Brush	10 Nos
15	Road Brush	10 Nos
16	Metal Scrubber	12 Nos
17	Odonil	12 Nos
18	Glass Cleaner (Collins)	10 Nos
19	Bleaching Powder	02 Kgs
20	Washing soda	02 Kgs
21	Caustic soda	01 Kg
22	Dust Stick	12 Nos
23	Cobweb Stick	12 Nos
24	Soft Broom	15 Nos
25	Harpic (100ml) or Lizol	05 Nos
26	Cotton Mops (Big Size 4 Clamped)	12 Nos
27	Mops stick	12 Nos
28	Scotch Brite	12 Nos
29	Peethambari (Copper cleaner)	05 Pkts
30	Patti blade	10 Nos
31	FEM Hand wash Soap	15 Ltrs
32	Rubber Glove	05 Nos
33	Table Wiper	06 Nos
34	Table Cleaning Sponge (1 st Qly.)	12 Nos
35	Dranex (Containing small pkts)	01 Pkt
36	Coconut brooms	10 Nos
37	HIT (Cockroach hidden spray)	10 Nos
38	Rubber Plunger (Big 2 & small 2) for removing drainage blocks	04 Nos
39	Dettol (500ml)	03 Nos
40	Taski R 6	15 Ltrs
41	Taski D 5 (Suma Scale)	05 Ltrs
42	Flushmaker	24 Nos
43	Collins Spray	25 Bottles
Requirement of Materials (approx) per Year for Up keep of the Office Premises		
01	Plastic drums 25 Ltrs	03 Nos
02	Plastic Buckets (05 Ltrs 10 Nos, 10 Ltrs 10 Nos & 10 Ltrs 20 Nos)	30 Nos
03	Plastic mugs	12 Nos

**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.4.5. The quantity for cleaning materials in above list is only an average quantity. This may slightly vary in any month depending upon the usage. At the end of each month the quantity available in stock would be noted and the requirement for the following month assessed by the Administration staff.
- 1.4.6. The above list is only indicative, and the contractor shall provide all the consumables required as per job specification. The materials used for upkeep of office shall be of standard quality.

VOLUME-IA PART-I CHAPTER - V

1.5. T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

1.5.1. No Tools & Plants (T & Ps), MMEs shall be supplied by BHEL

VOLUME-IA PART-I CHAPTER - VI

1.6. CONTRACT PERIOD

- 1.6.1. The duration of the contract shall be for 02 (Two) years from the date of commencement of work.
- 1.6.2. The tentative date of commencement of work shall be 15 days from the date of LOI.
- 1.6.3. Initially, the work will be awarded for a period of 6 months and if found satisfactory, the contract will be extended for the remaining period of 18 months at the discretion of BHEL.
- 1.6.4. During the currency of the contract, BHEL can terminate the contract at any time without assigning any reason, by giving 30 days' notice; likewise, if the contractor desires to terminate the contract, he can do so by giving 30 days' notice to BHEL.
- 1.6.5. **EXTENSION OF THE CONTRACT:**
After completion of the Contract for the original period of Two Years, the same could be extended at the discretion of BHEL for a further term of Two Years as mutually agreed upon on the same rate, terms and conditions of the original tenure.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME-IA PART-I CHAPTER – VII

1.7. INSTRUCTIONS TO RATE SCHEDULE

- 1.7.1. The rates shall be quoted as per the Rate Schedule enclosed in Price bid.
- 1.7.2. The basic price considering various cost components like Minimum Wages, VDA, PF, EDLI, ESI, Leave Salary, Cost of Cleaning Materials & Consumables etc. has been worked out by BHEL and the same is indicated in Price Bid.
- 1.7.3. The Bidders are required to quote only the Service Charge as a percentage on the above Basic Price in the Price Bid.
- 1.7.4. The Service Charge percentage quoted shall cover all the works as detailed in the scope of works including arranging Supervisor and workmen, tools and tackles, consumables, uniforms, Group Personnel Insurance, Overhead Costs etc. No separate payment will be applicable for any of these.
- 1.7.5. Percentage Value of Service Charge shall remain **FIRM** during the entire Contract Period, while the absolute cost may vary as per the bill value on all-inclusive basis.
- 1.7.6. Evaluation of the Tender shall be on the quoted Percentage Value of Service Charge.
- 1.7.7. The Service Charges quoted shall remain **FIRM / CONSTANT** for the entire Tenure of the Contract.
- 1.7.8. Minimum wages shall be paid to workmen employed in accordance with the Minimum Wages Act and Notification issued by Central Government from time to time. Changes in Minimum wages with VDA is to be effected from time. In case of decrease in Minimum Wages due to decrease in VDA, the higher minimum wages last paid shall be protected. Whenever there is any increase in the statutory components like Minimum Wages, VDA, etc. the same may be intimated to BHEL along with sufficient proof to effect the increase in payments released to the contractor.
- 1.7.9. However, whenever there is any increase/ decrease in the statutory components like ESI, PF, etc., the same shall be in turn effected by BHEL also.
- 1.7.10. The Unit Rates quoted should be exclusive of applicable GST and inclusive of any other taxes & duties levied or to be levied both by Central and State Government Authorities. Such levies should be borne by the Contractor. Also refer Vol-1A Part I Chapter IX – 'Taxes and other Duties' for further details.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.7.11. The Contractor shall obtain labour license for the entire Contract period, including extended period, if any, in respect of BHEL if selected / work awarded.

VOLUME-IA PART-I CHAPTER - VIII **TERMS OF PAYMENT**

1.8. Terms of payment:

1.8.1. Interim Payments

100% payment against production of bill and supporting documents duly certified by BHEL authorities, on monthly basis.

The payment will normally be released within 30 days of submission of monthly bill complete in all respects with all documents.

1.8.2. PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.

1.8.3. Also refer to Vol-1A Part II Chapter 1 Sl No:2 – Security Deposit.

1.8.4. MEASUREMENT OF WORK AND PAYMENT THEREOF:

1.8.4.1. A measurement Book will be maintained by the authorized representative of BHEL who shall make entries for the work executed by the contractor under different heads. These entries will be countersigned by the contractor or his duty authorized representative in acceptance of the quantities of work(s) executed.

1.8.4.2. Shortcomings, if any, in the work executed by the contractor will be pointed out by the designated employee to the Contractor or his authorised representative and the same will be rectified by him within the specified time to the satisfaction of the designated employee.

1.8.4.3. Payment towards work satisfactorily executed will be made to the contractor at the agreed rates as per the LOI.

1.8.4.4. All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.

VOLUME-IA PART-I CHAPTER - IX **TAXES AND OTHER DUTIES**

1.9. TAXES AND OTHER DUTIES

1.9.1. Goods and service Tax (GST) & Cess

1.9.1.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

1.9.1.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently

1.9.1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 33AAACB4146P2ZL

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - EVR PERIYAR BUILDING, 690, ANNA SALAI, NANDANAM, CHENNAI – 600035.

1.9.1.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

1.9.1.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

1.9.1.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

1.9.1.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.9.1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.9.1.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 1.9.1.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- 1.9.2. All taxes and duty other than GST & Cess
The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
- 1.9.3. Statutory Variations
Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
- 1.9.4. New Taxes/Levies
In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.
- 1.9.5. Direct Tax
BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

VOLUME-IA PART-I CHAPTER -X

1.10. GENERAL

1.10.1. TOWARDS SELECTION, CONTROL AND SUPERVISION OF EMPLOYEES:

- 1.10.1.1. Contractor shall deploy the employees for execution of the work awarded to him, as specified elsewhere in this tender and he or his authorized representative will be solely entitled to supervise such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. There shall be no interference or intervention whatsoever by BHEL.
- 1.10.1.2. Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 1.10.1.3. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 1.10.1.4. Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 1.10.1.5. Contractor should issue appropriate appointment letters to his employees.
- 1.10.1.6. Contractor to provide employment card / identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary / partnership firm / company, place of work, contract number and duration of validity of card.
- 1.10.1.7. Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the contractor will replace such employees(s) immediately.
- 1.10.1.8. Contractor will be ensuring that the job is executed his employees on his rolls and under no circumstances the contractor will not deploy any casual Employees to carry out the job nor shall sub-contract the job without prior written permission.
- 1.10.1.9. Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with contractor.
- 1.10.1.10. Contractor has to provide a distinct uniform different from BHEL employees. The uniform should have logo of the contractor's firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the cap shall be integral part of the uniform.
- 1.10.1.11. Contractor to provide safety appliances to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.1.12. Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- 1.10.1.13. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.

1.10.2. TOWARDS STATUTORY LIABILITY:

- 1.10.2.1. All statutory requirements under Minimum Wages Act, 1948, Payment of wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity act, 1972, ESI Act, 1948, The Contract Labour (R & A) Act 1970, Payment of bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- 1.10.2.2. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 1.10.2.3. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- 1.10.2.4. Contractor to provide PF Account numbers and slips to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952, to the RPFC.
- 1.10.2.5. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- 1.10.2.6. Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. Wherever applicable and shall maintain proper records. Contractor to issue wage slips and employment card to his employees.
- 1.10.2.7. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- 1.10.2.8. Contractor shall be solely responsible for nonpayment / delayed payment of wages / DA, contributions under EPF & MP Act etc.
- 1.10.2.9. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.2.10. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 1.10.2.11. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 1.10.2.12. Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of his property and / or his employees
- 1.10.2.13. Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act 1948 and shall cover his employees under the said codes.
- 1.10.2.14. Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- 1.10.2.15. Over and above contractor shall observe provisions the daily wage rate, payment shall be made for leave with wages.
- 1.10.2.16. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee, No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission.
- 1.10.2.17. For women employees all the statutory provisions under applicable law shall be followed.
- 1.10.2.18. Contractor shall be responsible for making payment of wages before the expiry of 7th day after the last day of wage period in respect of which wages are payable and to ensure disbursement of wages in the presence of the authorities' representative of contract operating division who shall record under his signature at the end of entries in the Registrar of Wages.
- 1.10.2.19. The contractor is to obtain Labour license in terms of Contract Labour (Regulation & Abolition) Act 1970 and its rules as applicable from the authorities concerned. Currently the establishment (i.e. PSSR HQ Chennai office) is registered with Assistant Labour Commissioner (Central) No: 26, Haddows Road, Vth floor, Shastri Bhavan, Nungambakkam, Chennai-600 006. Accordingly, the contractor shall comply with the provisions of CL(R&A) Act 1970 and its rules therein with respect to maintenance of all records/ employment card/registers/books etc. meticulously.
- 1.10.2.20. The applicable minimum wages payable including periodical revisions, in accordance with the Minimum wages Act 1948 for employment of USW for housekeeping/maintenance of office premises, in terms of notification by Labour

TECHNICAL CONDITIONS OF CONTRACT (TCC)

department, Government of India is to be compulsorily paid to the workman engaged by the contractor, under this contract. All the other statutory payments like ESI, PF etc. are to be strictly adhered to.

- 1.10.2.21. All payments relating to the contract, the contractor should pay from his own source, without waiting for payment from BHEL. The monthly wages to the workmen engaged by the contractor, under this contract, should be paid before 7th of the following month. Necessary proof of payment of wages, ESI, PF, etc. should be enclosed along with the bill. Bills without the aforesaid enclosures will not be entertained. The payment of wages etc. to the workmen should be made in our premises, in the presence of one of our witnesses.
- 1.10.2.22. The services to be rendered by the contractor shall include all work assignments relating to effective and prompt housekeeping, cleanliness, janitorial / sanitary services and maintenance daily, weekly, monthly and occasional basis as detailed.
- 1.10.2.23. Non availability of work force for any reason whatsoever and any failure to carry out the assigned functions or deficiencies, the company shall have the right to get the work carried out through alternative means at the risk and cost of the contractor.
- 1.10.2.24. The contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the company and shall remove with immediate effect, the engagement of such person(s) who does / do not conduct himself properly.
- 1.10.2.25. Income tax as may be due under the relevant act shall be deducted at source.
- 1.10.2.26. The contractor shall duly comply with all Acts, laws or other statutory rules, regulations, bye laws applicable or which might be applicable to the State of Tamil Nadu including Minimum Wages Act, Contract labour (Regulation and Abolition) Act, Industrial Disputes Act, Workmen's compensation Act, Employees State Insurance Act, Tamil Nadu shops and Establishment act, Employees Provident Fund Act, Payment of Bonus Act and any other statute applicable.
- 1.10.2.27. The contractor shall keep the company indemnified against all penalties, claims and liabilities of every kind for any violation etc by him or his employees.
- 1.10.2.28. In case, while on duty and during the course of engagement in the work premises of the company under this contract, if any of the contractor's workmen 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 to the person(s) concerned free of cost without fail. In addition, the contractor shall also be liable for meeting with statutory liabilities as already detailed above. Contractor shall insure all his workmen / employees for the total amount of compensation under the Workmen Compensation Act (If applicable).

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- 1.10.2.29. The contractor shall be responsible for the safe custody and careful handling of BHEL equipment, furniture, glass items, vessels etc. which will be handled by his workmen in the course of executing various jobs under this contract, if any item is damaged or lost by the workmen of the contractor, the cost of the same will be recovered from the contractor's bill.
- 1.10.2.30. It should be ensured that all statutory payments to the workmen should be compulsorily paid by the contractor and BHEL will scrupulously ensure proper payment by the contractor failing which BHEL will arrange to pay the statutory payments to such workmen of the contractor and recover the same from the contractor's bill or security deposit, as the case may be.
- 1.10.2.31. For all purposes whatsoever the employees of the Contractor shall not be deemed to be in the employment of BHEL.
- 1.10.3. Bidders are requested to furnish the following at PSSR-HQ, Chennai immediately after release of Letter of Intent (LOI)
- I. Security Deposit and Additional Security Deposit.
 - II. Unqualified Acceptance to LOI,
and after issue of DLOI
 - III. Unqualified Acceptance to DLOI.

VOLUME-IA PART – II CHAPTER 1

**CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT,
GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES**

SI No: 1

The **EARNEST MONEY DEPOSIT (EMD) clause 1.9 published in General Conditions of Contract (Volume I Book-II) is revised as under.**

1.9 EARNEST MONEY DEPOSIT

1.9.1 Every tenderer must furnish the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

Modes of deposit

The EMD may be accepted only in the following norms:

- i. Electronic Fund Transfer credited in BHEL account (before tender opening)
- ii. Earnest Money Deposit (EMD) shall also be paid directly to BHEL-PSSR through Online EMD payment portal, before tender opening, by following these steps.
 1. Visit www.onlinesbi.com -> Go to State Bank Collect (In the tab section)
 2. Click Check box to proceed for payment -> Click on Proceed
 3. Under State of Corporate/Institution ->Select Tamilnadu
 4. Under Type of Corporate/Institution -> Select PSU – Public Sector Undertaking ->Go
 5. Under PSU – Public Sector Undertaking Name -> Select BHEL PSSR CHENNAI and Submit
 6. Under Select Payment Category ->SCT TENDER EMD AND TENDER FEES.
- iii. Banker's cheque or Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' (along with offer) and payable at 'BHEL-PSSR, EVR Periyar Building, 690, Anna Salai, Nandanam, Chennai – 600035'
- iv. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

Note:

- a) In addition to above, the EMD amount in excess of Rs. Two Lakh may be accepted in the form of Bank Guarantee from Scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months from the scheduled due date of tender submission mentioned in the Notice Inviting Tender.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- b) Date of Expiry of Claim shall be minimum of 60 days after the validity of Bank Guarantee.
- c) Bank Details for the purpose of Taking BG

Name and Address of Beneficiary:	Bharat Heavy Electricals Ltd. #690, EVR Periyar Building, Nandanam, Anna Salai, Chennai - 35
Name of Bank of Client :	State Bank Of India
Bank Branch Address:	SBI Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai - 35
IFSC Code :	SBIN0000912
Account No. :	10610819499

Details for SFMS (Structured Financial Messaging System) transmission of BG

Bank Branch and	SBI TFPC Branch
Branch Code	5056
IFSC Code	SBIN0005056

- 1.9.2 EMD shall not carry any interest.
- 1.9.3 EMD by the Tenderer will be forfeited as per NIT Conditions, if:
- After opening the tender and within the offer validity period, the Tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract
- 1.9.4 EMD given by all unsuccessful tenderers will be refunded normally within 15 days of award of work.
- 1.9.5 EMD of successful tenderer will be retained as part of Security Deposit.
- 1.9.6 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant" Guidelines on Suspension of Business dealings with suppliers/contactors" and forfeited / released based on the action determined under these guidelines.

SI No: 2

SECURITY DEPOSIT The SECURITY DEPOSIT (SD) clause 1.10 published in General Conditions of Contract (Volume I Book-II) is revised as under.

1.10 Security Deposit:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as given below:
- 1.10.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 1.10.3 The security Deposit should be furnished before start of the work by the contractor.
- 1.10.4 Modes of deposit:
- 1.10.4.1 The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms
- i. Cash (as permissible under the extant Income Tax Act)
 - ii. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - iii. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - iv. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - v. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL and discharged on the back)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)*
- 1.10.5 At least 50% of the Security Deposit including the EMD should be deposited in any form as prescribed before start of the work and the balance 50% of the Security Deposit will be recovered by deducting 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.
- 1.10.6 The recoveries made from running bills (cash deduction towards balance SD amount) will be released against submission of equivalent Bank Guarantee in the prescribed formats, but only once, before completion of work.
- 1.10.7 The Security Deposit shall not carry any interest.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 1.10.8 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the excess Security Deposit due the enhancement shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 1.10.9 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL
- 1.10.10 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- 1.10.11 Penalty for Delayed Remittance of Security Deposit
If the contractor fails to furnish SD before start of work, in line with 1.10.3 above, Simple Interest against delayed remittance of the Security Deposit shall be deducted from the sub-contractor at the rate of SBI PLR + 2% on the value of 50% SD of the contract, for the delayed period (i.e., period between start of work and date of remittance of Initial SD, i.e., atleast 50% of SD). In case, the delayed period has different SBI PLR rates, Simple Interest shall be calculated based on different rates by considering the corresponding time period. On similar lines Penalty shall be levied for delayed remittance of Additional Security Deposit (if applicable).

Note: - Bank details & SFMS details provided above in Sl. No. 04 Earnest Money Deposit) may be used for the purpose of arranging Bank Guarantees towards Security Deposit / Additional Security Deposit also.

SI No: 3

Clause 2.7.2 and 2.7.3 in GCC regarding Rights of BHEL is revised as under:

2.7.2.

- 2.7.2.1 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
- Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii. Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - iv. Termination of Contract on account of any other reason (s) attributable to Contractor.
 - v. Assignment, transfer, subletting of Contract without BHEL's written permission.
 - vi. Non-compliance to any contractual condition or any other default attributable to Contractor.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)]

Where,

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

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

H = Overhead Factor to be taken as 5

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

* Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for

'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work till the time of termination of contract = X
- iii). Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv). Delay in executed work attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2.7.2.2 In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.7.3 **Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

SI No: 4

Clauses 2.21 in GCC regarding Arbitration is amended as below

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

2.21.1.1 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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 **Chennai** (the place from where the contract is Issued). 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.

- 2.21.1.2 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.

- 2.21.1.3 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.
- 2.21.1.4 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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.

2.21.2 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 Procedure 2.3 enclosed in Vol 1A Part II Chapter 5. The Procedure 2.3 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 GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 enclosed in Vol 1A Part II Chapter 5 from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

2.21.3 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

SI No: 5

The chapter Reverse auction procedure published in 'Forms and Procedures' of Volume I Book-II stands deleted. Reverse Auction Guidelines available in the website <http://www.bhel.com> shall be applicable.

SI No:6

The following of GCC and SCC are Not Applicable for this tender.

GCC

2.6 (except 2.6.1) – Measurement of work and mode of payment

2.8.4, 2.8.6, 2.8.7, 2.8.22, 2.8.24 - Responsibilities of The Contractor in respect of Local Laws, Employment of Workers etc.,

2.9 – Progress Monitoring, Monthly review and Performance Evaluation,

2.10 – Time of Completion,

2.11 – Extension for Time of Completion,

2.12 – ORC,

2.13 – Interest Bearing Recoverable Advance,

2.15 – Extra Works,

2.16- Supplementary Items,

2.17 – PVC,

2.22 – Retention Amount

2.23 - Payments

2.24 – Performance Guarantee for Workmanship.

SCC

1.0 – General Intent of the Specifications

2.0 – General Services to be rendered by the Bidder

3.0 – General technical Requirements

TECHNICAL CONDITIONS OF CONTRACT (TCC)

4.0 – Obligations of Contractor

5.0 – Responsibilities of contractor in respect of labour, supervisory staff, etc.

6.0 – Material handling, Storage, Preservation, etc.,

7.0 – Drawings & Documents

8.0 – Inspection and Quality Assurance, Quality Control

9.0 – HSE & OHSAS Obligations (except Clause 9.17)

10.0 – RA Bill payments

11.0 – Performance Monitoring

Forms and Procedures

1.14 – Monthly plan and review with contractors (Form F-14 Rev 00)

1.15 – Monthly performance Evaluation of Contractor (Form F-15 Rev 01)

1.17 – Evaluation of Contractor Performance Annual (Form F-17 Rev 01)

1.18 – Evaluation of Contractor Performance for the contract (Overall)
(Form F-18 Rev01)

1.19 – Milestone Completion Certificate (Form F-19 Rev 00)

1.22 – Completion Certificate (Form F – 20 Rev 01)

1.26 – Analysis of unit rates quoted (Form F-26 Rev 01)

VOLUME-IA PART - II

CHAPTER 2-3

In the next 14 pages as below:

CHAPTER	Details	No. of sheets
CHAPTER 2	PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS	11
CHAPTER 3	PROFORMA FOR BANK GUARANTEE	03

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

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

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after

seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged

absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

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

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

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

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

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	<p>Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>Others</p>	<p>As per entitlement of the equivalent officer (pay scale wise) in BHEL.</p> <p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
5	Venue for meeting	<p>Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region /</p>

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

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

except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

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

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

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

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

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

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

To,

M/s. (Stakeholder's name)

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

This letter is being issued without prejudice to our rights and contentions available 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/LOI/LOA& date _____.

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

Thanking you
Yours faithfully

Representative of the Stakeholder

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

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

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

Name and contact details of Conciliator(s)

a)

b)

c)

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

Yours faithfully,

Representative of BHEL

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

Encl: As above

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

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To
(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of your Invitation for Bids / Notice Inviting Tender No.....¹(Tender Conditions) M/s.....
..... having its registered office at²
(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of..... for.....³(name of the Employer) at⁴. The Tender Conditions provide that the Tenderer shall pay a sum of Rs..... as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of⁵ is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee,

we, the[Name & address of the Bank] having our Head Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.⁵(*)..... without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of bids from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tendered or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including⁶ and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁷ we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵.....
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name and seal of the Bank)

Date.....

Place of Issue.....

¹ *Details of the Invitation to Bid / Notice Inviting Tender*

² *Name and Address of the Tenderer*

³ *Details of the Work*

⁴ *Name and Address of BHEL Unit / Division / Region*

⁵ *BG Amount in words and Figures*

⁶ *Validity Date:*

⁷ *Date of Expiry of Claim Period.*

Note:

1. The Bank Guarantee shall be valid for atleast six months and claim period shall be two months after validity date. In case the BG is submitted without claim period then the validity shall be for eight months.
2. Provide the Contact address, phone no and email id of the Bank