

TENDER SPECIFICATION BHEL: PSSR: SCT: 1849

FOR

**Providing HSE Manpower Services on Rate
Contract basis
at**

**various Sites of
Power Sector Southern Region,
Bharat Heavy Electricals Limited**

VOLUME –I BOOK – I

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



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Power Sector – Southern Region

690, Anna Salai, Nandanam, Chennai – 600 035

NOTICE INVITING TENDER

BHARAT HEAVY ELECTRICALS LIMITED

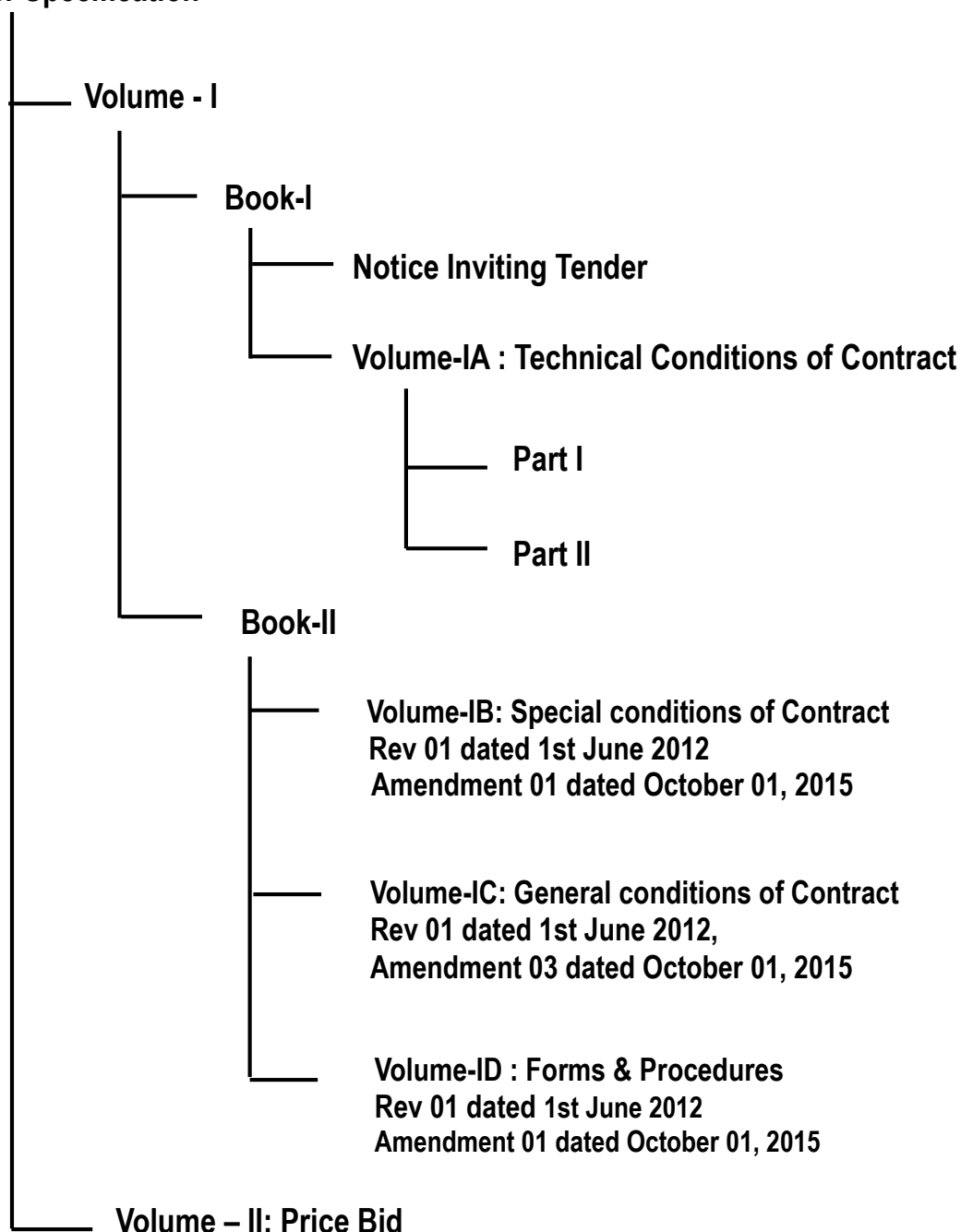
(A Government of India Undertaking)

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: 1849

Date: August 01, 2019

NOTICE INVITING TENDER (NIT)

Submission only through E-Procurement Portal

<https://bhel.abcprocure.com>

Note: However, Bidder may download Tender Documents from web sites

To

Dear Sir / Madam

Sub: NOTICE INVITING TENDER

Online Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) **through E-Procurement Portal <https://bhel.abcprocure.com> only**, 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: 1849
ii.	Broad Scope of job	Providing HSE Manpower Services on Rate Contract basis at various Sites of Power Sector Southern Region, Bharat Heavy Electricals Limited.
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
B	Volume-IB	Special conditions of Contract, Rev 01 dated 1st June 2012, Amendment 01 dated October 01, 2015
C	Volume-IC	General conditions of Contract Rev 01 dated 1st June 2012,

Tender Specification No.: BHEL: PSSR: SCT:1849

NOTICE INVITING TENDER

		Amendment 03 dated October 01, 2015	
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
iv.	Issue of Tender Documents	1. This is an E-tender floated online through our E-Procurement Portal https://www.bhel.abcprocure.com 2. <u>Sale:</u> Start : August 01, 2019 Close: Tender documents can be downloaded till closing time for offer submission. 3. From BHEL website (www.bhel.com ---> Tender Notifications), tender documents for bidder's reference can be downloaded from this website till due date of submission.	Applicable
v.	Due Date & Time of Offer Submission	Date : August 22, 2019, Time :15.00 Hrs Place: The bidder should submit their offer online in e-Procurement portal at https://www.bhel.abcprocure.com only. Offers are invited in two-parts only. Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website. Hard copy bid or bids through E-mail / fax shall not be accepted.	Applicable
vi.	Opening of Tender	Date : August 22, 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. (2) Bidder may record their presence online, during tender opening. However this being an e-tender it shall be opened online.	Applicable
vii.	EMD Amount	Rs. 4,90,000/- (Rupees Four Lakh and Ninety Thousand only).	Applicable

NOTICE INVITING TENDER

		<ul style="list-style-type: none"> - Refer Volume-IA Part-II Chapter-1 of Technical Conditions of Contract (Volume-I Book-I) for details on Earnest Money Deposit (EMD). - Exemption of EMD for MSEs is not applicable for this tender. - One time EMD not applicable for this tender 	
viii.	Cost of Tender	Rs.2,000/- (Rupees Two Thousand Only) <ul style="list-style-type: none"> - 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. - Exemption of Cost of Tender for MSEs is not applicable for this tender. 	Applicable
ix.	Last Date For Seeking Clarification	Bidders may submit their queries in https://www.bhel.abcprocure.com at least 7 days before the due date of offer submission or two days before the scheduled date of pre-bid meeting whichever is earlier along with soft version also, addressing to undersigned & to others as per contact address given.	Applicable
x.	Schedule of Pre Bid Discussion (PBD)	Date: August 12, 2019 Time: 11.00AM at BHEL PSSR - No. 690, EVR Periyar Building, Anna Salai, Nandanam, Chennai-35	Applicable
xi.	Integrity Pact & Details of Independent External Monitor (IEM)	Integrity Pact (IP) a) 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL. The IP 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,	Not Applicable

NOTICE INVITING TENDER

		<p>entering into this pact would be a preliminary qualification.</p> <p>b) Please refer section- 8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.</p> <p>Note: 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 / issues shall be posted in https://www.bhel.abcprocure.com. Any other queries may be addressed directly to the tender issuing (Procurement) department as mentioned below:</p> <p><u>Level 1:</u> Name: Smt.Gurupriya.L Dept.: Sub-Contracts Phone: 91 44 28286790 / 91 44 24330209 E-mail: gurupriya@bhel.in</p> <p><u>Level 2:</u> Name: Sh.Sethuraman.S.P Dept.: Sub-Contracts Phone: 91 44 28286764 / 91 44 24330209 E-mail: sethu_sp@bhel.in</p> <p><u>Level 3:</u> Name: Sh.Sandipan Biswas Dept.: Sub-Contracts Phone: 91 44 24330209 E-mail: bsandipan@bhel.in</p>	
xii.	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (http://www.bhel.com → Tender Notifications), CPP Portal https://eprocure.gov.in/epublish/app & portal https://www.bhel.abcprocure.com. Bidders to keep</p>	

NOTICE INVITING TENDER

		themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	
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- 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 specifically stated otherwise, 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). Please note that 'One Time EMD' shall not be considered. For mode of payment of EMD, bidder shall refer Vol-IA Part-II Chapter-1 of Technical Conditions of Contract (Volume-I Book-I) under the heading 'Modes of deposit of EMD'. **It is to be noted that proof of remittance for EMD shall be made available at BHEL PSSR Office prior to tender opening. One time EMD is not applicable.**
- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement portal <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement portal at <https://bhel.abcprocure.com>. Hard copy bid or bids through email/ fax shall not be accepted.

I. Pre-requisite for Offer Submission:-

Digital Certificate: To participate in an e-Tender, you need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

MINIMUM REQUIREMENT: (Mandatory)

- Computer with good Internet Connection.
- Operating System should be Windows Vista / Windows 7 and above.
- Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above,
- System Access with Administrator Rights.

NOTICE INVITING TENDER

At first time login, to verify and approve your login profile & DSC, you are requested to contact e-Procurement Service Provider.

Bidder to also refer, the following documents available at E-Procurement portal <https://bhel.abcprocure.com> :

- Minimum System Requirements & Settings document for BHEL Users and Bidders.
- Bidder Manual for BHEL Bidders

II. Digital Signing of e-Tender

Tenders shall be uploaded with all relevant documents in PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption

i) The Requirement:

- a. A PC with Internet connectivity &
- b. DSC (Digital Signature Certificate) Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption

Bidder to also refer, the Bidder Manual for BHEL Bidders available at E-Procurement portal <https://bhel.abcprocure.com>.

III. E-procurement service Provider:-

Address:

e-Procurement Technologies Limited (abcProcure),
Head Office:B-704/705, Wall Street - II, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380 006, Gujarat (India)

Timing:

Indian Standard Time (+5:30 GMT): 10:00 AM - 07:00 PM (Monday to Friday)

Indian Standard Time (+5:30 GMT): 10:00 AM - 04:00 PM (Saturday)

The contact details of the service provider are given below:

Contact: +91-79-68136819/ 809/ 862/ 867/ 823/ 872/ 842

E-Mail: Bhel.Support@abcProcure.com

Further contact details can be obtained by visiting the following webpage:

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

IV. Documents Comprising the e-Tender

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

NOTICE INVITING TENDER

i) **Technical Tender (Un priced Tender)**

Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i). Tender Cost and Earnest Money Deposit (EMD) furnished in accordance with **Clause 3.0 & 4.0 of NIT**.
- ii). All Technical details (eg. Eligibility Criteria requested, Technical Conditions of Contract) should be attached in e-tendering module (As detailed in Clause 6.0 below), failing which the tender stands invalid & may be REJECTED.

ii) **Price Bid:**

- a. Prices are to be quoted as per the Price Bid format attached online on e-tender portal.
- b. The price should be quoted for the accounting unit indicated in the e-tender document.
- c. The item description, Quantity and Unit of measurement, as mentioned in Price bid uploaded by BHEL and subsequent revisions issued by BHEL, shall be binding on the bidder.

Note:

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

NOTICE INVITING TENDER

V. **DO NOT'S (Don'ts)**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy / fax / telex / cable / electronically in place of e-tender, the same shall not be considered.

6.0 DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING in E-PROCUREMENT PORTAL <https://bhel.abcpocure.com> SHALL BE AS DETAILED BELOW:

The following documents are to be uploaded under the form Techno-commercial Bid.

SI No	Description
i.	Covering letter / Offer forwarding letter of Tenderer.
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: 1. 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 attached along with document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. (i) In case of acceptance of the deviations, appropriate loading shall be done by BHEL (ii) In case of unacceptable deviations, BHEL reserves the right to reject the tender.
iii.	Supporting documents / annexure / schedules / drawing etc as required in line with Pre-Qualification criteria. (Technical & Financial) As detailed in Clause No. 24 of NIT, 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.
iv.	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc pertinent to this NIT.
v.	Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable)

NOTICE INVITING TENDER

vi.	Duly filled-in annexures, formats etc as required under this Tender Specification / NIT
vii.	Notice inviting Tender (NIT)
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc
ix.	Volume – I B : Special Conditions of Contract (SCC)
x.	Volume – I C : General Conditions of Contract (GCC)
xi.	Volume – I D : Forms & Procedures
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item
xiii.	Any other details preferred by bidder with proper indexing.
Caution to Bidders:- The duly signed & stamped copies of Volume – I Book I & Volume I Book-II are to be attached under the form Techno-commercial Bid. Also, for any further queries, Refer “Bidder Manual for BHEL Bidders” available at https://bhel.abcprocure.com .	

PRICE BID

PRICE BID shall be uploaded under the form Price Bid:

I	Rate/ Price shall be quoted in the <u>Price Bid Form</u> Bidders to note that documents uploaded under the form Price Bid shall be considered for commercial evaluation of offer.
Also, for any further queries, Refer “Bidder Manual for BHEL Bidders” available at https://bhel.abcprocure.com .	

SPECIAL NOTE:

- i. All documents / annexures submitted with the **offer shall be properly attached / entered / uploaded in the respective sections**. 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.**
- 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

NOTICE INVITING TENDER

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 Since the job shall be executed at site, bidders must visit site / work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc., before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in clarification provision available in e-procurement portal <https://bhel.abcpurchase.com> or 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.
- 12.0 BHEL may decide holding pre-bid discussion (PBD) with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 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, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 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 names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 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

NOTICE INVITING TENDER

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.

- 17.0** 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.
- 18.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on <http://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 <http://www.bhel.com>).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful 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

NOTICE INVITING TENDER

will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on www.bhel.com).

- 20.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0** 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.
- 22.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0** **Void**
- 24.0** 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.
- 25.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0** 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 " <http://www.bhel.com> → tender notification".
- 27.0** It may be noted that guidelines / rules in respect of 'Suspension of Business dealings' available on BHEL web site "<http://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.
- 28.0** The Bidder along with its associate/ collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 29.0** Integrity commitment, performance of the contract and punitive action thereof:
- 29.1** 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.

NOTICE INVITING TENDER

29.2 Commitment by Bidder / Supplier / Contractor:

29.2.1 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.

29.2.2 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.

29.2.3 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.

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

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 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.

NOTICE INVITING TENDER

32.0 Mode Of Operation of the Rate Contract:

32.1 The work will be awarded as per the broad mechanism of operation of rate contract tender proceeding as follows:

32.1.1 All the bidder shall quote the lump sum Rate in Rs. per man month excluding GST.

32.1.2 The Rate contract shall be operated on the lowest rate quoted amongst all the bidders (L-1 Rate).

32.1.3 In case BHEL desires to carryout negotiation with L-1 bidder (lowest bidder), then negotiated L-1 rate shall be considered for operation of this rate contract.

32.1.4 BHEL reserves the right to split the order between L-1 and other qualified bidders. BHEL intends to engage maximum of two contractors that includes L-1 bidder for the subject Rate Contract

32.1.4.1 Modality of work distribution under the Rate Contract shall be as below:

32.1.4.1.1 Rate contract will be entered with two bidders and attempt shall be made to distribute the work approximately in the ratio of 60:40 between L-1 bidder and the other bidder (60 % of total executable manmonths for L1 bidder and 40 % of total executable manmonths for the other bidder who had accepted to match the L-1 accepted rate).

32.1.4.1.2 BHEL may offer the L-1 accepted rate to the remaining qualified bidders in the order of their price competitiveness (i.e. L-2, L-3 and so on till H1 in that order) till one of the remaining bidders other than L-1 bidder convey their unqualified acceptance for the L-1 accepted rate.

Note:

If, none of the bidders other than the L-1 bidder accepts to match L-1 price, then the rate contract will be entered with only one agency and the entire quantum shall be awarded to the L-1 agency alone.

32.1.5 BHEL shall make all efforts to issue work orders as per stipulated ratio from the beginning to end of the rate contract. Despite all efforts, ratio may marginally vary due to operational convenience of the rate contract and the contractors shall not be compensated in any form for the variation.

32.1.6 BHEL reserves all rights to operate this rate contract as per its discretion.

NOTICE INVITING TENDER

- 32.1.7 This Rate Contract shall be valid for a period of two years from the date of Letter of Intent (LOI) that shall be issued by SCT Department PSSR, Chennai.
- 32.1.8 On finalization and awarding of the Rate Contract, for execution of site/project specific works under this rate contract, Work Order will be issued by Head-HSE, BHEL-PSSR HQ.

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. 1st June 2012, Amendment: 01 dated October 01, 2015
- f. General Conditions of Contract (GCC) —Volume-1C
Rev. 01 Dt. 1st June 2012; Amendment: 03 dated October 01, 2015
- g. Forms and Procedures —Volume-1D
Rev. 01 Dt. 1st June 2012; Amendment: 01 dated October 01, 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 Technical Pre-Qualification Criteria.
4. Annexure-4 Annexure to Pre-Qualifying Criteria.
5. Annexure-5 Tender Schedule.
6. Annexure-6 Declaration by Bidder for Price Opening through Reverse Auction
7. Annexure-7
8. Other documents as per this NIT.

NOTICE INVITING TENDER

ANNEXURE - 1

PRE QUALIFYING CRITERIA

JOB	Providing HSE Manpower Services on Rate Contract basis at various Sites of Power Sector Southern Region, Bharat Heavy Electricals Limited.
Tender No.	BHEL: PSSR: SCT: 1849

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> Refer Annexure 3	Applicable	To be filled in Annexure-4
C: C-1	<u>FINANCIAL</u> Turnover Bidder must have achieved an average annual financial turnover (Audited) of Rs. 73,00,000/- (Rs. Seventy Three lakh 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	Networth (only in case of Companies) of the bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above.	Applicable	To be filled in Annexure-4

NOTICE INVITING TENDER

C-3	Profit Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	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	Undertaking to be enclosed with the offer
D	Assessment of Capacity of Bidder to execute the work as per Sl. No 9 of NIT (if applicable)	Not Applicable	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium / Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to C	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not applicable	
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u>			
<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. 			

NOTICE INVITING TENDER

	<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. (Net worth is required to be evaluated in case of companies) Note:- (*:Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)</p> <p>5. C-3:- PROFIT shall be PBT earned during any one of the three financial years as in C-1 above</p> <p>6. For evaluation of PQR, the credentials 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. Boiler means HRSG or WHRB or any other types of Steam Generator</p> <p>9. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.</p> <p>10. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5TPH where ever rating of HRSG / BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating in terms of MW shall be considered for evaluation.</p> <p>11. Scope for capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine unless otherwise specifically indicated in the PQR.</p> <p>12. In case the Experience / PO / WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I unless otherwise specifically indicated in the PQR.</p> <p>13. In case the tendered scope is not a Pulverized Fuel Boiler, experience of Oil/Gas Fired Boilers also can be considered unless otherwise specifically indicated in the PQR.</p>
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NOTE:

- 1) BIDDER SHALL SUBMIT PRE-QUALIFICATION CRITERIA FORMAT (Refer Annexure-4), DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH**

NOTICE INVITING TENDER

RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC. IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

- 2) 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.

NOTICE INVITING TENDER

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 and 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: Fax No: E-mail ID:																								
3b	Details of alternate Contact person for this Tender: Name : Mr. / Ms. Designation: Telephone No: Mobile No: Fax No: E-mail ID:																								
4	EMD DETAILS (Remittance of EMD should be in line with Mode of Deposit as detailed in Volume-IA, Part-2, Chapter-1 of Technical Conditions of Contract (Volume-I Book-I))	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sl. No</th> <th style="width: 10%;">Ref No.</th> <th style="width: 20%;">Detail</th> <th style="width: 20%;">Amount</th> <th style="width: 40%;">Remarks</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Sl. No	Ref No.	Detail	Amount	Remarks															
Sl. No	Ref No.	Detail	Amount	Remarks																					
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 Audited profit and Loss Account for the last three years	Applicable	Yes / No																						
8	Submission of Copy of PAN Card	Applicable	Yes / No																						
9	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No																						

NOTICE INVITING TENDER

10	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No
11	Submission of Integrity Pact	Not Applicable	Yes / No
12	Submission of Declaration by Authorized Signatory	Applicable	Yes / No
13	Submission of No Deviation Certificate	Applicable	Yes / No
14	Submission of Declaration confirming knowledge about Site Conditions	Applicable	Yes / No
15	Submission of Declaration for relation in BHEL	Applicable	Yes / No
16	Submission of Non-Disclosure Certificate	Applicable	Yes / No
17	Submission of Copy Bank Account Details for E-Payment	Applicable	Yes / No
18	Submission of Capacity Evaluation of Bidder for current Tender	Applicable	Yes / No
19	Submission of Tie Ups / Consortium Agreement as per format	Not Applicable	Yes / No
20	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
21	Submission of Analysis of Unit rates	Applicable	Yes / No
22	Submission of Unquoted price bid	Applicable	Yes / No
23	Tabular column showing Category- wise, month wise, man power deployment sub package wise planned for the execution of the scope of works.	Not Applicable	Yes / No
24	Declaration by bidder for price opening through reverse auction (Refer Annexure-6 of Notice Inviting Tender)	Applicable	Yes / No
25	Copy of Organization Chart	Applicable	Yes / No
26	Copy of Registration/ Incorporation certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	Yes / No
27	Details of the HSE Officer / Safety Officer Deployed as per Annexure- 7	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 applicable formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" and Part-II Volume IA of Volume I Book I 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 The bidder must have executed the following in the past seven years from the latest date of bid submission:

Provided service of HSE officers*/Safety Officers* in any Power Plant/Industry for at least 58 Man Months in a span of not more than consecutive 12 Months.

(OR)

Provided service of HSE officers*/Safety Officers* in any Power Plant/Industry for at least 77 Man Months in a span of not more than consecutive 24 Months.

Notes for clause B.1 of PQR:

1. * Definition for HSE Officers/Safety Officers

The one who possess minimum Qualification as mentioned below:

Safety Diploma: Minimum one (01) year, Full time Diploma in Industrial Safety, awarded by Directorate of Technical Education of the respective State Governments & institutions recognized by DGFASLI namely Regional Labor institutes & Central Labor institute.

(Or)

Post Graduate Degree in Industrial Safety from National Institute of technology/Diploma in Industrial Safety and Environmental Management (NITIE-Mumbai).

2. The term 'Executed' in clause B1 above means, the bidder should have achieved the criteria specified even if the contract has not been completed or closed.

NOTICE INVITING TENDER

ANNEXURE - 4

Additional Format to be submitted by Bidders separately as "Annexure to Pre-Qualifying Criteria".

Non submission of this additional format will make the bid liable for rejection

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

TABLE-1

Sl. No.	PQR Ref	PQR (Reproduced from Annexure – 1)	Qualifying Experience	Work order Ref with page no in Offer for supporting documents	Completion certificate ref for the referred Work with page no in Offer for supporting documents	Details of work with Project, Unit, Quantity / rating & Period	Remarks
1	<u>Technical B:</u>	B.1 The bidder must have executed the following in the past seven years from the latest date of bid submission: Provided service of HSE officers*/Safety Officers* in any Power Plant/Industry for at least 58 Man Months in a span of not more than consecutive 12 Months. (OR)					

NOTICE INVITING TENDER

		<p>Provided service of HSE officers*/Safety Officers* in any Power Plant/Industry for at least 77 Man Months in a span of not more than consecutive 24 Months.</p> <p><u>Notes for clause B.1 of PQR:</u></p> <p>1. <u>*Definition for HSE Officers/Safety Officers</u></p> <p>The one who possess minimum Qualification as mentioned below: Safety Diploma: Minimum one (01) year, Full time Diploma in Industrial Safety, awarded by Directorate of Technical Education of the respective State Governments & institutions recognized by DGFASLI namely Regional Labor institutes & Central Labor institute.</p> <p style="text-align: center;">(Or)</p> <p>Post Graduate Degree in Industrial Safety from National Institute of technology/Diploma in Industrial</p>					
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NOTICE INVITING TENDER

		<p>Safety and Environmental Management (NITIE-Mumbai).</p> <p>2. The term 'Executed' in clause B1 above means, the bidder should have achieved the criteria specified even if the contract has not been completed or closed.</p>					
2	<u>Financial C-1</u>	<p>TURNOVER</p> <p>Bidder must have achieved an average annual financial turnover (Audited) of Rs. 73,00,000/- (Rs. Seventy Three lakh only) or more over last three Financial Years (FY) i.e 2015-16, 2016-17 and 2017-18.</p>					
3	<u>Financial C-2</u>	<p>NETWORTH (only in case of Companies) of the bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above.</p>					
4	<u>Financial C-3</u>	<p>PROFIT</p> <p>Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years defined in</p>					

NOTICE INVITING TENDER

		'C-1' above based on latest Audited Accounts.					
5	<u>Financial</u> 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.					

Non submission of this additional format will make the bid liable for rejection.

Note: Indicate the page number 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	On or before third day of tender opening	
Last date for Bidders to submit the clarifications / documents required	On or before fifth day of tender opening	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	Tenth day of tender opening	Exact date of reverse auction shall be informed to the bidders through BHEL's reverse auction agency. Bidders to note that their competent representative to be readily available at one-day notice for Reverse Auction.

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 above, Bidders should ensure the adequacy of the documents submitted in their offer, with proper validation.

NOTICE INVITING TENDER

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)

NOTICE INVITING TENDER

Annexure-7

Sl. No.	Name of the HSE Officer / Safety Officer Deployed	Qualification details of the deployed HSE Officer / Safety Officer	Period of deployment	Details of the service provided and client for whom the services were provided	Details of the corresponding Work Order	Page Number in offer for the supporting documents



VOLUME – IA Part I & II

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

SI No.	DESCRIPTION	Chapter	No. of Pages
Vol I A	Part-I: Contract specific details		
1	Project Information	Chapter-I	02
2	Scope of works	Chapter-II	06
3	Facilities in Scope of Contractor / BHEL (Scope Matrix)	Chapter-III	01
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	01
5	T&Ps to be deployed by BHEL on sharing basis	Chapter-V	01
6	Time Schedule	Chapter-VI	03
7	Terms of Payment	Chapter-VII	03
8	Taxes and other Duties	Chapter-VIII	02
9	Instruction to Price Bid	Chapter-IX	01
10	General	Chapter-X	04
Vol IA	Part-II: Technical specifications		
1	Corrections / Revisions in Special Conditions of Contract, General Conditions of Contract and Forms & Procedures	Chapter 1	12
2	Format for Furnishing CV of Safety Officer to be deployed	Chapter 2	03
3	Format for furnishing Health Check-up details of the Safety Officer	Chapter 3	02
4	Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23	Chapter 4	03
5	Proforma of Bank Guarantee (in lieu of Security Deposit)- Form WAM 22	Chapter 5	03
6	Procedure For Conduct Of Conciliation Proceedings	Chapter 6	11

VOLUME - IA PART – I CHAPTER – I
PROJECT INFORMATION

1.1.1. As a part of scope of work, HSE Manpower Services are to be provided by bidder at following BHEL/Power Sector-Southern Region (BHEL-PSSR) project sites:

SI No.	Location	Address	BHEL's Customer
1	Darlipali	BHEL Site Office STPP DARLIPALI 2 X 800 MW STAGE 1 PO Darlipali, Via Sargipali, Zinc Nagar, Sundargarh -770072, Orissa	NTPC
2	Kothagudem	BHEL Site Office 1 X 800MW TSGENCO Kothagudem Paloncha - 507115 Telegana	TSGENCO
3	Neyveli And NNTPP	BHEL Site Office, 2X500MW Neyveli P. B. NO. 5, Block No. 29 Post Office, Neyveli – 607807 Tamil Nadu	NLC
4	Krishnapatanam	BHEL Site Office, 1 X 800 MW, Sri Damodaram Sanjeevaiah TPS, Nelatur, Krishnapattanam, Nellore District-524001 Andhra Pradesh	APPDCL
5	YELAHANKA	BHEL Site Office, 1X 370MW, Yelahanka-560064 Karnataka	KPCL
6	Vijayawada	BHEL Site Office, 1X800MW Dr Narla Tata Rao Thermal Station (DR NNTPS) Stage V Vijayawada-520001 Andhra Pradesh	APGENCO
7	North Chennai	BHEL Site Office, 1X800MW North Chennai Thermal Power Station Stage III, Athipattu Pudunagar,	TANGEDCO

TECHNICAL CONDITIONS OF CONTRACT (TCC)

		Chennai - 600 120 Tamil Nadu	
8	Tuticorin	BHEL Site Office, MEIL 1 X 525 MW, Power Sector Southern Region, Tuticorin - 628004, Tamil Nadu	MEIL
9	Uppur	BHEL Site Office, 2X800MW Uppur Thermal Power Project Ramanathapuram District, Chennai – 623707 Tamil Nadu	TANGEDCO
10	Nalgonda	BHEL Site Office Yadadri Thermal Power Station (5X800 MW) Veerlapalem Village, Damarcherla Mandal, Nalgonda District - 508208	TSGENCO
11	Udangudi	BHEL, PSSR Site Office, 2X660 Udangudi Supercritical Thermal Power Project Stage-I, Christianagaram S.O, Thiruchendur Taluk, Thoothukudi Dist, Tamilnadu-628203	TANGEDCO
12	Kudankulam	BHEL Site Office, Kudankulam PO, Rathapuram Taluk, Tirunelveli Dt. , Tamil Nadu - 627106	NPCIL
13	Chennai	BHEL, Integrated Office Complex Of BHEL At Pallikaranai, Chennai-Kanchipuram District, Tamil Nadu-600100	BHEL
Note: The above list indicates the sites where deployment of Safety Officer is envisaged during the contract period. However, PSSR has its operation at many other sites, including Thermal / Hydro / Nuclear / Refinery Projects in Tamil Nadu, Andhra Pradesh, Telegana, Karnataka, Madya Pradesh, Odissa & Kerla, etc. During the contract period more sites and corresponding areas of work are likely to be included.			

VOLUME-IA PART-I CHAPTER – II

SCOPE OF WORKS

1.2.1. SCOPE OF WORK FOR HSE MANPOWER SERVICES CONTRACTOR

1.2.1.1. BHEL/Power Sector-Southern Region (henceforth “BHEL-PSSR”) is engaged in the Erection, commissioning, service after sales, renovation and modernization of power plants (Thermal, Hydro, Gas, Nuclear, Refinery Projects) located in Southern India. It proposes to outsource HSE Manpower Services. The broad scope shall include but not limited to the following:

- i) Deploying Safety Officers at site to carry out the activities as specified in clause 1.2.6 in this Chapter, during erection, pre-commissioning and commissioning stages of various packages/equipment's in the scope of BHEL as per the general engineering practices so that the work is completed to the complete satisfaction of all concerned w.r.t the safety aspects.
- ii) Deputing HSE expert/auditor(s) to site for carrying out Quarterly HSE Audit as specified in clause 1.2.7 in this Chapter. Agency should have at least 1 no. of ISO 14001:2015 & 1 no. of OHSAS 18001 :2007 (latest) certified lead auditors. In case BHEL gets certified to ISO 45001:2018 then agency has to conduct the audit of site as per ISO 45001:2018.

1.2.2. The Safety Officers to be deployed should possess the following minimum Qualification and experience as indicated below:

1.2.2.1. Technical Qualification: The person should possess a four (04) Year Degree/ three (03) Year Diploma in engineering awarded by University and recognized by AICTE/UGC /State board of technical education of the respective state where he studied.

and

1.2.2.2. Safety Diploma: Minimum one (01) year, Full time Diploma in Industrial Safety, with at least one paper in Construction Safety (as an elective subject) awarded by Directorate of Technical Education of the respective State Governments & institutions recognized by DGFASLI namely Regional Labor institutes & Central Labor institute.

Or

Post Graduate Degree in Industrial Safety from National Institute of technology/Diploma in Industrial Safety and Environmental Management (NITIE-Mumbai).

and

1.2.2.3. Experience: The person should have two (2) years of experience in case of Degree and five (5) years of experience in case of Diploma, preferably in a

TECHNICAL CONDITIONS OF CONTRACT (TCC)

construction site (Only Post Qualification experience shall be counted from the date a candidate has acquired degree in Engineering)

and

1.2.2.4. Language: Has adequate knowledge of the local language of the place of deployment.

1.2.3. **Medical & Physical Fitness:**

Safety Officer deployed at site should be medically and physically fit for undertaking their assignment.

1.2.4. **Approval of credentials of Safety Officer (Personnel) deployed**

- i) Credentials of Safety Officers shall be approved by BHEL-PSSR and/or its customer prior to their deployment to BHEL sites.
- ii) The bidder shall produce the following documents of the Safety Officer at HSE Department, PSSR-Chennai for verification and approval of HSE-Head.
 - CV in the prescribed format provided in Chapter-2, Part-II of Volume-IA Technical Conditions of Contract.
 - Copies of all certificates in respect of qualification of the candidate attested by a Gazetted officer along with originals at PSSR-Chennai.
 - Copies of all certificates in respect of experience of the candidate along with original copy at PSSR-Chennai.
- iii) All the experience and qualification shall be considered till the date of deployment of Safety Office at PSSR Site. Any relaxation in Qualifications/experiences will not be allowed in any case.
- iv) If required, contractor has to arrange for interview of the candidates by BHEL at no extra cost.
- v) The agency shall carry out due diligence to verify the credentials of the candidate before forwarding the CV to BHEL. In case, any CV is found forged on verification by BHEL, the agency is liable to be punished as deemed fit by BHEL.

1.2.5. On approval of CV by HSE-Head, Safety Officers shall report to BHEL site in charge (Construction Manager) and BHEL HSE Coordinator/Safety Officer at Site along with approval of CV and medical fitness certificate issued by Registered medical officer (MBBS and above) in the prescribed format provided in Chapter-3, Part-II of Volume-IA Technical Conditions of Contract

1.2.6. **Detailed Scope of works of Safety Officer**

The detailed scope of works to be carried out by the Safety Officer deployed at site is list below but shall not be limited to the following:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- i) Provide necessary advice to BHEL w.r.t all safety aspects at project sites and ensuring implementation of the same for an accident free site.
- ii) Recommend suitable measures to BHEL site in charge (Construction Manager) or any engineer nominated by him to avoid accidents/incidents. Taking all actions, ensuring accident free work at site.
- iii) Shall work as an interface between various agencies such as customer, package in charges, BHEL's subcontractors on safety matters for ensuring overall safety at project site.
- iv) To conduct/co-ordinate for induction training at site for new workers and other HSE trainings for BHEL/Other agencies working on behalf of BHEL at site including mock fire drill ,Tool Box Talk, Pep Talk, Electrical Safety, Radiation Safety etc.
- v) Preparation of MIR as desired by BHEL site in charge (Construction Manager).
- vi) To ensure statutory compliance by BHEL / BHEL's Subcontractors in respect of BOCW Act/Factory Act.
- vii) To organize weekly Safety committee meeting with BHEL's subcontractor's Safety officers, prepare and circulate the minutes of meeting and follow-up for compliance of action points.
- viii) To organize monthly Safety committee meeting with BHEL's subcontractor's Site in charge, prepare and circulate the minutes of meeting and follow-up for compliance of action points.
- ix) To report any accident/incident taking place at site to BHEL site in charge (Construction Manager) and Head HSE at PSSR, Chennai-HQ.
- x) To form the investigation committee with consultation of Site in charge and conduct the Root cause analysis of accident/incident and submit the detailed report to and further actions taken by the site for avoidance of such incidents to Head HSE at PSSR, Chennai-HQ.
- xi) To form the Audit calendar for various BHEL's subcontractors, the calendar is so formed in such a way as to cover all the BHEL's subcontractors working on the sites.
- xii) To provide support to BHEL site for 'Periodic health check-up', Tree plantation and other 'Environment Management program' being organized by BHEL.
- xiii) Help to ensure that First-aid facilities are available throughout working hours and co-ordination with Ambulance and medical service. If necessary, he must provide First Aider CPR to any injured person. Ensuring periodic check of water and test certificates.
- xiv) Carry out Safety inspection of work area, work method, men, machines & material and other tools and tackles.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- xv) Coordinate and ensure timely Third party inspection/Certification of cranes/Hydras/Lifts/Other Lifting appliances & Gears used at site.
- xvi) To advice purchasing and ensuring quality of Personal Protective Equipment's conforming to the national standards
- xvii) To promote the working of Safety committees and to act as an advisor of such committees.
- xviii) Help concerned HOS to prepare Job Specific instructions for critical jobs.
- xix) To ensure implementation of HSE work permit systems and OCPs at site.
- xx) To prepare Emergency Response Plan and ensure Emergency Preparedness of Site. Taking proactive steps in response to forecast of natural calamity and other emergency.
- xxi) Coordinate and conduct campaigns, competitions & other Safety promotion programme like Safety Day, Health Day, Environment Day & Labour Day at site.
- xxii) To provide necessary support to site management during internal /External HSE Audits as and when conducted.
- xxiii) Help to ensure good house-keeping, appropriate scrap disposal, appropriate storage and conservation of materials particularly hazardous and /or perishable goods.
- xxiv) Supervise and guide safety precautions to be taken in building and other construction work of the establishment.
- xxv) Apprise Head HSE at PSSR-HQ, Chennai on all matters pertaining to site safety.
- xxvi) Overseeing the total safety functions at site, under the guidance /supervision of BHEL Engineer.
- xxvii) Ensure use of suitable wearing of PPEs by all person present at site.
- xxviii) Safety officer may be required to undertake jobs at higher elevations for inspections like Boiler, Chimney, Cooling tower etc.
- xxix) Any other work assigned from time to time.

1.2.7. **Quarterly HSE Audit**

The following points are mandatory regarding Quarterly Audit:

- 1.2.7.1. Once in every three months' agency has to depute HSE expert/auditors (Qualification as per pt. (ii) in clause 1.2.1.1 above in this chapter) to site for carrying out the HSE Audit for ensuring the implementation of work as indicated above
- 1.2.7.2. Terms of Payment for the HSE Audit conducted shall be as per clause 1.7.8, in Chapter VII, Terms of Payment., Part-I of Volume-IA, Technical Conditions of Contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.2.8. **Special conditions**

- 1.2.8.1. For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work / site (for outstation locations only), if desired and instructed by BHEL Engineer, the contractor shall have to provide required HSE Manpower services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred on such deployment only for the person deputed, as per clause 1.7.9, in Chapter VII, Terms of Payment., Part-I of Volume-IA, Technical Conditions of Contract.
- 1.2.8.2. The Travel of Contractor's Safety Officer outside construction site shall be subject to the prior approval of BHEL site in charge (Construction Manager) and same shall be submitted with their bills/invoice for payment.

1.2.9. **Insurance**

- 1.2.9.1. It shall be the sole responsibility of the Contractor to take insurance policies for the Safety Officers against risks of accidents and injury while at work as required by the rules and make compensation, if any.
- 1.2.9.2. If due to negligence and/ or non-observance of safety and other precautions by Safety Officers any accident/ injury occurs to any other person(s)/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 1.2.9.3. The contractor will take necessary precautions and due care to protect any material/ equipment/ hardware etc., while in custody of their Safety Officers, from any damages/ loss till the same is taken over by BHEL/ returned/ handed over to BHEL or customer. BHEL reserves the right to recover loss from contractor, in case the damage/ loss is due to carelessness/ negligence on the part of Safety Officer of the contractor. In case of any theft, while in custody of contractor's Safety Officer, matter shall be reported to Police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to BHEL for taking up with insurance.
- 1.2.10. Safety Officers shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL site where they are deployed. For terms of Payment and other related details regarding working hours and leaves, refer chapter VII, Terms of Payment Part-I of Volume-IA, Technical Conditions of Contract.
- 1.2.11. All Insurance and other liabilities of Safety Officer/Officers posted at sites shall be the responsibility of the bidder. The bidder shall indemnify BHEL against all risks and consequential liabilities that may occur due to the negligence of their Officer/Officers/Auditor/Auditors.
- 1.2.12. Compliance of all statutory requirements like Employee compensation, PF, Minimum Wages etc., as applicable to their Officer/Officers posted at site

TECHNICAL CONDITIONS OF CONTRACT (TCC)

shall be in bidder's scope and bidders will have to submit the copies of relevant documents to BHEL at the time of or during the deployment of their personnel.

- 1.2.13. It is expected that maximum five Safety Officer / Officers shall be adequate to provide the HSE Manpower services at each site as per the scope defined here. However, depending upon the site requirement, the no. of Safety Officer(s) to be deployed at site may increase or decrease. Bidder may note this while quoting their rates.
- 1.2.14. Contractor shall fully understand scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

VOLUME IA PART – I CHAPTER – III
FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL
(SCOPE MATRIX)

Sl.No	Description	Scope to be taken care by Remarks	
		BHEL (PSSR)	Bidder
1	Reasonable office space with furniture	Yes	
2	Expenditure towards use of mobile phone in relation to work at site.	No	Yes
3	Unfurnished Accommodation (Bachelor/Family type as applicable) Equivalent to BHEL Engineer's eligibility. Water & Electricity and to be borne by the bidder. (Refer Note-2 given below)	Yes	
4	Local transport from site residence to site (Subject to exigency)	Yes	
5	Food	No	Yes
6	All PPE's like Helmet, Full Body Harness and Gloves etc. except Safety Shoes.	Yes	Safety shoes in bidder Scope

Note 1: The facilities provided by BHEL may have to be shared by contractor's personal with other BHEL/ BHEL's Subcontractor's employees, if required. However, he will not share the facilities with any person not authorized by BHEL.

Note 2: In case of Bachelor accommodation, the following items are provided by BHEL Site

- i) Single cot with mattress & table and chair.

However, in case of family accommodation the aforesaid items will not be provided.

VOLUME-IA PART-I CHAPTER – IV
T&Ps AND MMEs TO BE DEPLOYED BY
CONTRACTOR

NOT APPLICABLE

VOLUME-IA PART-I CHAPTER - V
T&Ps TO BE DEPLOYED BY BHEL ON SHARING
BASIS

NOT APPLICABLE

VOLUME-IA PART-I CHAPTER - VI

TIME SCHEDULE

1.6.1. TIME SCHEDULE FOR DEPLOYMENT OF SAFETY OFFICERS

Letter of intent will be issued by Subcontracts (SCT) Department, PSSR on completion & finalization of tender proceedings. Head/HSE PSSR will issue the “Site Specific Work Order”, as per requirement of site. The contractor is required to deploy the Safety officer/officers within 15 days from the issue of site specific work order.

1.6.2. COMMENCEMENT OF CONTRACT PERIOD

The date of commencement of contract period shall be the date of issue of LOI.

1.6.3. TENTATIVE DEPLOYMENT PLAN

- 1.6.3.1. Tentative Plan for Deployment of Safety Officer at PSSR Sites during contract period is given in the following page.
- 1.6.3.2. The Safety Officers under this contract may be deployed at any of the BHEL PSSR sites.
- 1.6.3.3. Any addition or deletion to the number of projects/personnel specified in the deployment plan shall be intimated to the contractor during execution of the rate contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tentative Plan for Deployment of Safety Officer at PSSR Sites

SI No	Site	Aug-Oct (2019)	Nov - Jan (2020)	Feb-Apr (2020)	May-Jul (2020)	Aug-Oct (2020)	Nov - Jan (2021)	Feb-Apr (2021)	May-Jul (2021)	Man Month
1	DARLIPALI	1	1	1	1	0	0	0	0	12
2	KOTHAGUDEM	1	1	1	1	1	1	1	1	24
3	KRISHNAPATANAM II	1	1	1	1	0	0	0	0	12
4	YELEHANKA	2	2	2	2	0	0	0	0	24
5	VIJAYAWADA V	1	1	1	1	0	0	0	0	12
6	NORTH CHENNAI III	2	2	2	2	0	0	0	0	24
7	TUTICORIN	1	1	1	1	0	0	0	0	12
8	UPPUR	2	2	2	2	2	2	2	2	48
9	NALAGONDA	3	3	3	3	4	4	4	4	84
10	UDANGUDI	1	1	1	1	5	5	5	5	72
11	KUNDANKULAM	0	0	0	0	3	3	3	3	36
12	CHENNAI-HQ	1	1	1	1	1	1	1	1	24
	Total Manpower	16	16	16	16	16	16	16	16	384

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Notes:

- i) Tentative date of commencement of contract shall be last week of August.
- ii) Deployment plan given above is only tentative/indicative. Actual requirement may vary in terms of period as well as quantity depending on the actual requirement of BHEL and the contractor shall provide services as per BHEL's requirement. Additional requirement, if any, shall be met by contractor at the same rates, terms and conditions.
- iii) During the contract period more sites and corresponding areas of work can be included. Additional man-power, if required, shall be provided by the agency at quoted rates.
- iv) At particular site, all Safety Officers might not be required at the same time.
- v) Deployment of Safety Officers shall be done as per the direction of BHEL PSSR and they may have to be shifted from one project site to another project site during contract period.

1.6.4. VALIDITY OF THE RATE CONTRACT

The Rate Contract will be valid for 2 years from the date of issue of LOI. All rates shall remain firm throughout the tenure of contract.

VOLUME-IA PART-I CHAPTER - VII
TERMS OF PAYMENT

- 1.7.1. No advance Payment will be made.
- 1.7.2. Period between first day of the calendar month to the last day of calendar month shall constitute to be one month. Contractor shall submit running bills for providing HSE Manpower Services once in a month, detailing work done by them during the month. Based on man months actually deployed and certification by BHEL site in charge (Construction Manager) at site, monthly payment will be made to the contractor on pro-rata basis. Contractor's invoices shall be accompanied by progress report for the month (with details of man-days etc.), duly signed by BHEL engineer. The running Bill payment shall be made within 30 days, after making any deductions if any, by respective BHEL site subject to correctness and completeness of the invoice. Monthly Payments will be made as per rates accepted.
- 1.7.3. It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month. The contractor shall submit the bill along with above certification within one week of the subsequent month to BHEL Site office.
- 1.7.4. For the payment of staff deputed by contractor for this work, the months shall be computed as comprising of number of days worked at respective Project site, which at present are 6 days a week and max 8 hours per day(excluding lunch hours). However, in special cases work may continue round the clock, or may continue on Sundays/ holidays for which availability of Safety Officer should be ensured if required by BHEL. However, no extra payment will be made for working beyond normal hours in such special cases. Compensatory off/leave will be granted in case of such working on Sundays/ holidays/ extended hours based on the number of hours worked extra as certified by BHEL Engineer.
- 1.7.5. Casual leave will be admissible for personnel posted at site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. In case leave exceeds 7 days in any one stretch, the contractor will have to make suitable alternate arrangements with approval of BHEL-PSSR, HSE-HQ. For any leave other than casual leave as mentioned above, pro-rata deduction shall be made on monthly bill by BHEL site.
- 1.7.6. Contractor shall ensure that payment and dues admissible to Safety Officers deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to Safety Officers. Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. On demand by BHEL,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

pay roll sheet giving details of all payments made to Safety Officers, duly signed by contractor shall be furnished by the contractor.

- 1.7.7. Contractor shall have to provide the HSE Manpower Services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro-rata recovery shall be made from the contractor's monthly bills for such period. For this purpose, i.e. for deduction or for part payment, if any, each month shall be considered to be of 30 days.
- 1.7.8. Payment Terms per HSE Audit conducted as per clause 1.2.7, in Chapter II, Scope of Works, Part-I of Volume-IA, Technical Conditions of Contract.
- a. No extra payment is admissible for conducting the said audit mentioned above.
 - b. If the agency concerned fails to conduct Quarterly HSE audit within One Month from prescribed schedule, then amount from running bill equal to one month per Safety Officer of respective site will be deducted.
 - c. Hotel / Guest house accommodation and local conveyance at the site will be provided free of charge by BHEL for the deputed expert.
 - d. The Traveling charge of the expert for Quarterly HSE Audit will be reimbursed at a flat rate of 2nd AC Train fare by Shortest Route from the regional/corporate headquarters of the sub-contractor.
 - e. In case of Tatkal Railway Ticket, the traveling charges will be reimbursed by BHEL on production of train ticket in original limited to 2nd AC train fare plus applicable tatkal charges in shortest train route.
- 1.7.9. For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work / site (for outstation locations only), if desired and instructed by BHEL Engineer, the contractor shall have to provide required HSE Manpower services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred on such deployment only for the person deputed, as given below:
- a. Travel expenses at actual shall be paid (limited to 2AC to and fro train fare) with reservation / supplementary charges etc. subject to furnishing of details regarding ticket numbers, journey details, amount of fare etc. and submission of proof thereof.
 - b. Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at out station) as permitted by the BHEL Engineer.
 - c. Daily allowances @ Rs. 460/- per day
 - d. Lodging @ Rs. 1150/- per day.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- e. Postal / telegraphic / telephones charges, if any, subject to production of proof of having incurred such expenditure only in relation to the official work.

The Travel of Contractor's Safety Officer outside construction site shall be subject to the prior approval of BHEL site in charge (Construction Manager) and same shall be submitted with their bills/invoice for payment.

1.7.10. ORDERING AUTHORITY:

- 1.7.10.1. On finalization and awarding of the Rate Contract, for execution of site/project specific works under this rate contract, the contractor shall receive Work Order issued by Head-HSE, BHEL-PSSR, HQ, Chennai as per the stipulated ratio in the Mode Of Operation of the Rate Contract.
- 1.7.10.2. Contractor shall deploy manpower at site as per project requirement. BHEL site in charge (Construction Manager), BHEL site shall be the paying authority cum controlling officer for contractual dealing of the site. Contractor shall also nominate one of their Safety officer(s) as site-in-charge for all contractual dealings/ payment purpose etc. for the site and power of attorney shall be issued in his name. All payments shall be made from BHEL site office. Manpower (Safety officer) shall be deployed by contractor for which payment shall be made based upon unit rates quoted/ accepted as per price schedule.

NOTES

NOTE 1: Please Refer Chapter 1 of Part II of Technical Conditions of Contract (Volume-IA Book-I) for Price Variation Compensation (PVC), Overrun Compensation (ORC), Retention Amount, Performance Security Deposit.

VOLUME -IA PART -I CHAPTER -VIII
TAXES AND OTHER DUTIES

1.8.1. Goods and service Tax (GST) & Cess

- 1.8.1.1. The successful bidder shall furnish proof of GST registration with GSTN Portal, 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.
- 1.8.1.2. 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.
- 1.8.1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' and Place of Supply details will be as below:

Site Name	GSTIN	Address
Respective Site Name	Respective State GSTIN	Respective Site Address

- 1.8.1.4. 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 the GSTR-1 on the 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.
- 1.8.1.5. 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
- 1.8.1.6. 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 along with the interest / penalty if applicable.
- 1.8.1.7. 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.
- 1.8.1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.8.1.9. 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.8.1.10. 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.

1.8.2. **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.

1.8.3. **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.

1.8.4. **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.

1.8.5. **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.

1.8.6. **TDS Under Income Tax (as and when applicable) shall be deducted at prevailing rates.**

VOLUME-IA PART-I CHAPTER IX
INSTRUCTIONS TO PRICE BID

Refer Price Bid, Volume-II

VOLUME-IA PART-I CHAPTER-X
GENERAL

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.)

- 1.10.1 Bidders are requested to furnish the following at PSSR-HQ
- i) Security Deposit and additional Security Deposit.
 - ii) Unqualified Acceptance for Detailed LOI / Work Order.
 - iii) Rs.100/- Stamp Paper for preparation of Contract Agreement.
 - iv) Option (whether a or b of said clause) exercised towards Performance Security Deposit for the subject contract as per Sl. No. 16 of Volume IA Part II Chapter 1 of TCC.
- 1.10.2 Bidders are requested to furnish the proof of documents for the following at the respective PSSR- Site
- i) PF Regn No.
 - ii) Employee compensation policy No.
- 1.10.3 **In addition to the applicable sub-clauses under clause 2.8 of General Conditions of Contract (Volume-IC of Book-II) the contractor shall comply with the following.**
- 1.10.3.1 **PROVIDENT FUND**
- 1.10.3.1.1 The contractor is required to extend the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of the letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
- 1.10.3.1.2 The final bill amount would be released only on production of clearance certificate from PF and labour authorities as applicable.
- 1.10.3.2 **OTHER STATUTORY REQUIREMENTS**
- 1.10.3.2.1 The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules & satisfy the conditions of Minimum Wages Act,1948.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed Employee compensation policy in respect of the workmen engaged by them.

1.10.3.2.2 The Contractor shall submit copies of Form 6-A (Annual Return of PF Contribution) along with copies of PF Contribution Card of each member under PF Act.

1.10.3.2.3 In case of any dispute pending before the appropriate authority under Employee Compensation Act 1923 as amended through EC(Amendment) Act,2017 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.

1.10.3.2.4 In case of any dispute prolonged / pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

1.10.3.3 **RECOVERY OF COMPENSATION PAID TO VICTIM(S) BY BHEL IN CASES OF DEATH/ PERMANENT INCAPACITATION OF PERSON DUE TO AN ACCIDENT DURING THE WORKS**

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

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works /during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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

1.10.4 **General**

1.10.4.1 **Site Visit by the Bidder**

1.10.4.1.1 The bidder shall, prior to submitting his tender for the work, visit, examine and acquire full knowledge & information and necessary conditions prevailing at the site and its surroundings of the plant premises together with all statutory, obligatory, mandatory requirements of various authorities about the site of works at his own expense, and obtain and ascertain for himself on his own responsibility that may be for preparing his tender and entering into a contract, and take the same into account in the quoted contract price for the work.

1.10.4.1.2 The bidder should note that information, if any, in regard to the local conditions, as contained in these tender documents, has been given to tenderer merely for guidance and is not warranted to be complete.

1.10.4.1.3 A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

1.10.4.1.4 The bidder and any of his personnel or agents will be granted permission by the Site-In-Charge or his authorized nominee, on receipt of formal application in respect thereof a week in advance of the proposed date of inspection of site, to enter upon his premises and lands for purpose of such inspection, but only on the express condition that the tenderer (and his personnel and agents) will relieve and indemnify the Employer (and his personnel and agents) from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.

1.10.4.2 All the necessary certificates and licenses required to carry out this scope of work are to be arranged by the contractor then and there at no extra cost.

1.10.4.3

a) BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving one month's notice to the Contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- b) BHEL reserves the right to terminate the services of Safety Officers if there is no requirement of Safety Officer at the site at any point of time during the tenure of contract, upon giving one month's notice to Safety Officer/agency. In all cases, decision of BHEL is final and binding on contractor.
- 1.10.4.4 BHEL reserves the right to regulate strength of deployment of contractor's manpower as per requirements and/or to short close the contract. In such eventuality, one month's shall be given by BHEL to the contractor and payment shall be made for the completed months or part thereof on pro-rata basis. No other compensation will be given by BHEL.
- 1.10.4.5 In case the performance of the Safety Officer(s) is/are found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Safety Officer, from the date Safety Officer has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 1.10.4.6 In case Safety Officers are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such Safety Officers. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 1.10.4.7 In case, the contractor fails to provide Safety Officer/Officers in time BHEL will have the option to arrange the services by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
- 1.10.4.8 Safety Officers shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information accessible/available to them.
- 1.10.4.9 All Manuals, drawings, specifications and other relevant document/ data provided to Safety Officer for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the Safety Officers for any purpose other than for the designated task.
- 1.10.4.10 All data generated/ used by the Safety Officers shall be the property of BHEL. These cannot be published/ utilized or taken away by the Safety Officer or any staff of the Contractor.
- 1.10.4.11 All statutory requirements as applicable for this project shall be complied with.

VOLUME-IA PART – II CHAPTER 1
CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF
CONTRACT, GENERAL CONDITIONS OF CONTRACT AND
FORMS & PROCEDURES

SI No: 1

The following clauses/chapters of Special Conditions of Contract (Volume-IB: Rev-01 dated 1st June 2012, Amendment 01 dated October 01, 2015) is not applicable for the tender:

- (i) All clauses in Chapter-I General Intent of the Specification
- (ii) Clauses 2.1,2.2,2.3,2.4,2.5,2.6,2.7 and 2.8 in Chapter-II General Services to be rendered by the bidder
- (iii) All clauses in Chapter-III General Technical Requirements (Codes and Standards)
- (iv) All clauses in Chapter-IV Obligations of Contractor (In respect of Tools, Tackles, Consumables, etc. employment of supervisory staff and workmen)
- (v) Clauses 5.5,5.11 of Chapter-V Responsibilities of Contractor in respect of Labour, Supervisory Staff, etc.
- (vi) All clauses in Chapter-VI Material Handling, Storage and Preservation, etc.
- (vii) All clauses in Chapter-VII Drawings and Documents
- (viii) All clauses in Chapter-VIII Inspection and Quality
- (ix) All clauses in Chapter-IX Occupational Health, Safety & Environment Management / Quality Assurance Programme
- (x) All clauses under Chapter-XI Performance Monitoring

SI No: 2:

The following clauses/sub-clauses in Chapter-II of General Conditions of Contract (Volume-IC: Rev-01 dated 1st June 2012, Amendment 03 dated October 01, 2015) is not applicable for the tender.

- (i) Sub-clauses 2.6.2, 2.6.3, 2.6.4, 2.6.6, 2.6.7, 2.6.8, 2.6.9, 2.6.10 and 2.6.11 under clause 2.6 Measurement of Work and Mode of Payment.
- (ii) Sub-clauses 2.7.1, 2.7.8 and sub-clause 2.7.9 on Liquidated Damages / Penalty under clause 2.7 titled Rights of BHEL.
- (iii) Sub-clauses 2.8.1, 2.8.2, 2.8.4, 2.8.6, 2.8.7, 2.8.13, 2.8.16, 2.8.18, 2.8.19, 2.8.20, 2.8.22, 2.8.23, 2.8.24 under clause 2.8 titled Responsibilities of the Contractor in Respect of Local Laws, Employment of Workers, etc.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- (iv) All sub-clauses under Clause 2.9 titled Progress Monitoring, Monthly Review and performance Evaluation
- (v) All sub-clauses under Clause 2.10 titled Time of Completion
- (vi) All sub-clauses under Clause 2.11 titled Extension of Time for Completion
- (vii) All sub-clauses under Clause 2.12 titled Overrun Compensation
- (viii) All sub-clauses under Clause 2.13 titled Interest Bearing Recoverable Advances
- (ix) All sub-clauses under Clause 2.14 titled Quantity Variation
- (x) All sub-clauses under Clause 2.15 titled Extra Works
- (xi) All sub-clauses under Clause 2.16 titled Supplementary Items
- (xii) All sub-clauses under Clause 2.17 titled Price Variation Compensation
- (xiii) All sub-clauses under Clause 2.18 titled Insurance
- (xiv) All sub-clauses under Clause 2.24 titled Performance Guarantee for Workmanship

SI No: 3:

The following clauses/sub-clauses in Chapter-II of General Conditions of Contract (Volume-IC: Rev-01 dated 1st June 2012, Amendment 03 dated October 01, 2015) is modified as stated here.

Sub-Clause No.2.8.8 under clause 2.8 titled 'Responsibilities of the Contractor in Respect of Local Laws, Employment of Workers, etc.' is modified as:

"The contractor shall be responsible for adequate medical facilities for personnel employed by him."

SI No: 4

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

1.9. EARNEST MONEY DEPOSIT

- 1.9.1. Every tenderer shall submit the prescribed amount of Earnest Money Deposit (EMD) to BHEL PSSR, only in the following forms:-
 - i. Electronic Fund Transfer credited in BHEL account (before tender opening)
 - ii. Through Online EMD payment portal of BHEL with SBI (before tender opening) by following steps as below:-
 - 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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 & 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 Chennai.
 - 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) along with the offer.
 - v. In case EMD amount is more than Rs. Two Lakhs, Tenderer has the option to submit Rs. Two lakhs in the forms described above in clause no. 1.9.1. (i) to (iv) and the remaining amount over and above Rs. Two Lakhs in the form of Bank Guarantee from Scheduled Bank (along with the Offer).

Note:

- a) Proforma of Bank Guarantee (in lieu of Earnest Money)-Form WAM 23 is enclosed with this Tender.
- b) The Bank Guarantee shall be valid for at least six months from the due date of tender submission mentioned in the Notice Inviting Tender.
- c) Date of Expiry of Claim shall be as given in Proforma of Bank Guarantee (in lieu of Earnest Money)-Form WAM 23.

BHEL's Bank Details for the purpose of EMD

Name and Address of Beneficiary:	Bharat Heavy Electricals Ltd. EVR Periyar Building, 690, Anna Salai, Nandanam, Chennai – 600 035
Name of Bank :	State Bank Of India
Bank Branch Address:	SBI- Saidapet Branch, EVR Periyar Building, Nandanam, Anna Salai, Chennai – 600 035
IFSC Code :	SBIN0000912
Account No. :	10610819499

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

Bank and Branch	SBI TFCPC Branch
Branch Code	5056

TECHNICAL CONDITIONS OF CONTRACT (TCC)

IFSC Code	SBIN0005056
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- 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/contractors" and forfeited / released based on the action determined under these guidelines.

SI No: 5

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

1.10. Security Deposit:

- 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
- Cash (as permissible under the extant Income Tax Act)
 - Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
 - 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.
 - Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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.
- 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.
 - 1.10.9.1. 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.
 - 1.10.9.2. Date of Expiry of Claim shall be as given in the prescribed formats for Bank Guarantee towards Security Deposit.
- 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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 SI. No. 4

Earnest Money Deposit may be used for the purpose of arranging Bank Guarantees towards Security Deposit / Additional Security Deposit also.

SI No: 6

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 one month by BHEL in any of the following cases:

- i. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including 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= $[(A-B) + (A \times H/100)]$

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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.

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: Incase 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- 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

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: 7

The clause 2.21 "Arbitration" published in General Conditions of Contract (Volume IC Book-II) is amended as follows:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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 as Chapter 6 in Part II Volume IA). 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 as Chapter 6 in Part II Volume IA) 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 the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

SI No: 8

The RETENTION AMOUNT clause 2.22 published in General Conditions of Contract (Volume IC Book-II) is revised as under.

2.22 Performance Security Deposit

2.22.1 After award of work, before commencement of work at site Vendor shall submit 5% of the contract value towards Performance Security Deposit, in the form of (a) or (b) below.

(a) CASH 5% of the contract Value towards Performance Security Deposit, before commencing the contract

(or)

(b) Recovery 5% from Each Running Bill towards Performance security deposit.

(Note: Subcontractor has to choose either Option (a) or (b) before issue of Detailed LOI).

(c) However, Performance Security Deposit on part of PVC will be recovered at the rate of 5% from every running bill towards performance security deposit.

2.22.2 Refund of Performance Security Deposit:

a) 50% of Performance Security Deposit shall be released along with the final bill

(and)

b) Balance 50% will be released after completion of Performance Guarantee Period (i.e., after expiry of Guarantee period), provided all the defects noticed during the guarantee period have been rectified to the satisfaction of BHEL Site Engineer/ BHEL Construction Manager, and after deducting all expenses/ other amounts due to BHEL under the contract/ other contracts entered into by BHEL with them. This portion of Performance Security Deposit, amount can be released on commencement of the Guarantee Period, on submission of equivalent Bank Guarantee.

The performance security deposit mentioned herein above, is in addition to Security Deposit as per SI No. 5 above.

SL No: 9

The following Forms & Procedures in (Volume-ID: Rev-01 dated 1st June 2012, Amendment 01 dated October 01, 2015) and their revisions, (if any) is not applicable for the tender.

- (i) Form-14-Monthly Plan & Review with Contractors
- (ii) Form-15-Monthly Performance Evaluation of Contractor
- (iii) Form-17-Evaluation of Contractor Performance(Annual)
- (iv) Form-18-Evaluation of Contractor Performance for the Contract(Overall)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(v) Form-19-Milestone Completion Certificate

SI No: 10

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

SI No: 11

Existing format for BANK GUARANTEE FOR SECURITY DEPOSIT, as available in Form No. F-11 (Rev 00) of Volume ID Forms and procedures stands deleted. Refer Proforma of Bank Guarantee (in lieu of Security Deposit)-Form WAM 22 provided in Chapter-5, Part-II of Volume-IA Technical Conditions of Contract.

VOLUME-IA PART – II CHAPTER 2
FORMAT FOR FURNISHING CV OF SAFETY OFFICER TO BE
DEPLOYED

AGENCY: _____

PROJECT TO BE DEPLOYED IN: _____

POSITION: SAFETY OFFICER

A. PERSONAL DETAILS:

1. Name : _____

2. Father's Name: _____

3. Date of Birth: _____ Age (Yrs): _____

4. Permanent Address:

5. Present Address:

6. Cell: _____ Land: _____

email id: _____

7. Health Details as per format: Attached / not attached

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- B. ACADEMIC DETAILS: (Only technical Degree/ Diploma qualification to be recorded)

Sl no	Course with stream	Year of Passing	% Score-final	class	Institute/ location/state	Recognized by/affiliated to

- C. PG SAFETY QUALIFICATION DETAILS:

Sl no	Course	Duration			Institute	Recognized by/affiliated to
		From	To	Time in yr		

- D. FIRST-AID TRAINING, ISO-14000 & OHSAS-18000 AND OTHER SPECIAL HSE RELATED TRAINING DETAILS:

- E. EXPERIENCE:

SL NO		1	2	3
AGENCY				
CLIENT				
POSITION				
POWER PROJECT DETAILS	NAME			
	LOCATION			
	CAPACITY X NO OF UNIT			
	CONSULTANT			
	OWNER			
	JOB DURATION			

- F. COMPUTER KNOWLEDGE DETAILS:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

G. ANY OTHER DETAILS RELATED TO QUALIFICATION AND EXPERIENCE:

ENDORSED BY AUTHORISED

SIGNATORY OF AGENCY:

SEAL AND DATE:

(SIGN OF THE CANDIDATE)

DATE:

A copy of photo-identity card issued by any Govt agency, marksheet, certificate and other testimonials in support of Identity, Date of Birth, Academic Qualification, Technical Qualification, Experience must be submitted along with CV

VOLUME-IA PART – II CHAPTER 3
FORMAT FOR FURNISHING HEALTH CHECK-UP DETAILS
OF THE SAFETY OFFICER

NAME:

AGE:

SEX:

History Of Past Illness	H/O Epilepsy	
	H/O Drug Allergy	
	H/O Diabetics/ Hypertension	
	H/O Unconsciousness	
EXAMINATION		OBSERVATION
<u>General Physical Examination</u>		
Height	:	
Weight	:	
BMI	:	
Built And nourishment	:	
Pallor	:	
Temperature	:	
Chest Expansion	:	Inspiration
Expansion		
Lymph Node Enlargement	:	
<u>Ear, Nose, Throat</u>	:	
Ear	:	
Nose	:	
Throat	:	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

<u>Cardiovascular System Examination :</u>		
Inspection	:	
Palpation	:	Pulse BP
Auscultation (Heart Sounds)	:	
<u>Respiratory System</u>		
Inspection	:	Respiratory Rate
Palpation:	:	
Percussion	:	
Auscultation (Breath Sounds)	:	
<u>Examination of Abdomen</u>		
Inspection	:	
Palpation	:	
Auscultation (Bowel Sounds)	:	
Any Other	:	
Clinical Impression		

Signature of the examining doctor

Seal with Registration No.

VOLUME-IA PART-II CHAPTERS 4-6

Chapters 4-6 in the next 17 pages is as follows:

4	Proforma of Bank Guarantee (in lieu of Earnest Money)- Form WAM 23	Chapter 4	03
5	Proforma of Bank Guarantee (in lieu of Security Deposit)- Form WAM 22	Chapter 5	03
6	Procedure For Conduct Of Conciliation Proceedings	Chapter 6	11

PROFORMA OF BANK GUARANTEE (in lieu of EARNEST MONEY)
(On non-Judicial paper of appropriate value)
(Para 4.7.6 of Works Accounts Manual)

Bank Guarantee No.....

Date.....

To
(Employer's Name and Address)

.....

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....¹ (Tender Conditions), M/s.² having its registered office at³ (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....⁴ invited by Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035*

The Tender Conditions provide that the Tenderer shall pay a sum of Rs⁵ 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 of⁶ 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.....⁶ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.⁶

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Tenderer in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

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 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 Tenderer 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 including.....⁷ 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 the⁸ 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.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ 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 of the Bank)

(Signature of Authorised signatory)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender (Tender Ref. No. Eg. - BHEL PSSR SCT XXXX)

² Name of Tenderer

³ REGISTERED Office Address of the Tenderer

⁴ Details of the Work i.e Tender Description

⁵ EMD Amount as mentioned in Notice Inviting Tender

⁶ BG Amount in words and Figures (BG Amount shall be Minimum of EMD amount less Rs. 2 Lakhs)

⁷ Validity Date

⁸ Date of Expiry of Claim Period (Claim Period shall be minimum of 3 Months after the validity date of Bank Guarantee)

Note:

- 1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
- 2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

(On non-Judicial paper of appropriate value)

(Para 4.7.6 of Works Accounts Manual)

Bank Guarantee No.....

Date.....

To

(Employer's Name and Address)

.....

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at *BHEL House, Siri Fort, Asiad, New Delhi – 110049* through its unit at *Bharat Heavy Electricals Limited, Power Sector Southern Region, 690, Anna Salai, Nandanam, Chennai 600035* having agreed to exempt

_____ ¹ (Name of the Vendor / Contractor / Supplier) with its registered office at _____ ² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract arising vide Letter of Intent (LOI) reference No. _____ dated _____ ³ valued at Rs. _____ ⁴ (Rupees _____ only) ⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ ⁵ (Rupees _____ only),

We, the (Name & address of the Bank) having our Head Office at (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ ⁵.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____ ⁶ and shall be extended from time to time for such period as may

be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____(indicate the name of the Bank) further agree with the Employer 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 Contract or to extend time of performance by the said contractor(s) 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 contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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.

Date _____ Day of _____
for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

¹ NAME OF VENDOR /CONTRACTOR / SUPPLIER

² REGISTERED OFFICE ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ LETTER OF INTENT(LOI) REFERENCE NO. WITH DATE

⁴ CONTRACT VALUE (AS MENTIONED IN LOI)

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD (CLAIM PERIOD SHALL BE MINIMUM OF 3 MONTHS AFTER VALIDITY DATE)

Note:

1. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor Country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).

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,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	<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	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 /

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 Claim(s)/Counter Claim(s):

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

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

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

FORMAT 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-8

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

To,

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

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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