

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM :: HYDERABAD – 502032
TOWNSHIP ADMINISTRATION DEPT.

Contact No.:
040-23182157
23183585

TENDER NOTICE

Tender Notice No.: HY/TA/E/OT-02/2019-20 _ Dt. 30.08.2019 (N0ASX00344)

Tenders for the following work are invited in two part bids (Techno-Commercial bid & Price bid) in sealed covers from the contractors satisfying the pre-qualification requirements.

1.	Name of the work	:	Hiring of sky-lift vehicle for overhead electrical maintenance in Township & Factory.
2.	Period of contract	:	One (1) Year
3.	Estimated Cost	:	Rs. 7.16 Lakhs (plus applicable GST)
4.	Earnest Money Deposit (EMD)	:	Rs. 14,500/- (Rupees Fourteen Thousand & Five Hundred only)
5.	Cost of the tender documents	:	Rs. 500/- (if downloaded from web) Rs. 1000/- (if purchased from BHEL)
6.	Last date for sale of Tender	:	20.09.2019 (up to 14:00 Hrs.)
7.	Last date for receipt of Tender	:	21.09.2019 (up to 11:00 Hrs.)
8.	Date and time of opening of tender	:	21.09.2019 at 13:30 Hrs. Place: Vendor Complex near Admin. Bldg.

Special Notes: -

- This tender is hosted on BHEL website (<http://www.bhel.com>). All corrigendum, addendum, amendments, time extensions, clarifications, etc., to the tender will be hosted on the above website only. Bidders should regularly visit the website for updates.
- Bidder must sign and put stamp on all pages of the tender documents. Documents submitted with the offer shall be signed and stamped in each page by the bidder / authorized representative of the bidder.
- Filled in tenders to be dropped in the TENDER BOX available at VENDOR COMPLEX near Administrative Building.

<i>Name & Address of the tenderer:</i> 	<i>Phone No. :</i> _____ <i>FAX No. :</i> _____ <i>E-mail ID :</i> _____
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(Signature of Tenderer with seal)

GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER:

1. Tenderers are required to go through all instructions carefully and complete all the formalities as required before submitting tender.
2. Tenders must be submitted in separate sealed covers in **two-part bids** (as mentioned below) **super-scribing the Tender Notice No., Name of Work and clearly mentioning the Name & Address of the tenderer** (with address stamp) **on each cover**.
 - Sealed Cover containing Techno-Commercial documents must be super scribed as - **Techno-Commercial Bid**
 - Sealed Cover containing Price documents must be super scribed as - **Price Bid**

Both envelopes shall be put together in a common envelope clearly super-scribing the Tender Notice No., name of work and name & address of the tenderer (with address stamp).

The tenders must be addressed to **Tender Box, Vendor Complex, Administrative Building, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032.**

The tender cover(s) shall be dropped in the **TENDER BOX** available at **VENDOR COMPLEX near Administrative Building (BHEL).**
3. The **Earnest Money Deposit** and **Cost of Tender Document** must be enclosed in the Techno-commercial bid cover.
 The earnest money deposit (EMD) & document cost must be submitted in the form of **Demand Draft in favour of "M/S Bharat Heavy Electricals Ltd., R.C.Puram"** payable at Hyderabad.
Non-submission of Earnest Money Deposit / Tender Document Cost along with the technical bid, will lead to rejection of the bid.
4. Tenderers are required to ensure that all columns of the bid(s) are duly filled in. The tenderer should submit the tender (NIT) documents intact without detaching any page(s). All entries in the tender should be legibly written and all corrections are to be duly attested by the tenderer.
5. **Tenderers must sign and put stamp on all pages of this tender documents before submitting. Documents submitted with the offer shall be self-attested with signature and stamp on each page by the tenderer or authorized representative of the tenderer.**
6. If any agency is found to have submitted fake certificates during our verification, their offer shall be treated as disqualified and action will be taken against the agency as per extant rules of BHEL.
7. The last date for submission of tenders is **21.09.2019 before 11:00 hrs.** Late tenders will not be accepted under any circumstances. For tenders received by post / courier, BHEL will not be responsible for any postal delay / delay in delivery of courier.
8. The techno-commercial bids will be opened on the same day at 13:30 hrs. at Vendor complex, BHEL, R.C.Puram. Tenderer or tenderer's representatives may attend the tender opening on the above mentioned date, time and place. No separate intimation will be given in this regard.
9. **VALIDITY OF RATES** - The rates quoted shall remain valid for **120 days** from the date of opening of the Techno-Commercial bid.
10. The Price Bid should not carry any counter conditions. Price bid must be submitted in clear terms and only in the format given by BHEL. Sealed Price Bid will be opened only in respect of those tenderers, who are qualified in Techno-Commercial Bid.

(Signature of Tenderer with seal)

11. REVERSE AUCTION:

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

- 12. MSE suppliers** can avail the intended benefits only if they submit along with offer, attested copies of either EM-II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Annexure-A) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

- 13.** Tenderers shall provide valid e-mail id and all the communication made to that e-mail id shall be treated as official correspondence.

- 14.** For any further clarifications, Sr. Manager / Planning, Township Administration, BHEL, R.C.Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23182157 / 23183585.

DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:

- a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

(Signature of Tenderer with seal)

PRE-QUALIFICATION REQUIREMENTS

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender technical bid.

i) PAN No.

PAN No. with documentary evidence to be attached. (In case not available, proof of having applied with acknowledgement from concerned authority to be attached).

ii) GOODS & SERVICE TAX (GST) REGISTRATION NUMBER

GST Registration No. with documentary evidence to be attached. (In case not available, proof of having applied with acknowledgement from concerned authority to be attached).

iii) PROOF OF VEHICLE

Certificate of Registration and Certificate of Insurance for the Vehicle to be submitted.

iv) YEAR OF MANUFACTURE

Year of Manufacture of the vehicle should be **2009 or later**.

v) DRIVING LICENSE

Valid Driving License of the Driver to be submitted.

Note:

1. Tenderer can be either owner of the vehicle, or else he can get the vehicle from third party on lease basis. If the vehicle offered is from a third party, a valid lease agreement between the tenderer and the third party executed on non-judicial stamp paper worth Rs. 100/- is to be submitted.
2. The offers of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website <http://www.bhel.com>.

(Signature of Tenderer with seal)

CONTRACT SPECIFIC TERMS & CONDITIONS

1. BHEL, R.C.Puram, Hyderabad needs one (1) no. skylift on hire basis for overhead electrical maintenance in its township & factory premises.
2. Once the Contract is finalized, the Skylift shall be at the operational disposal of BHEL for the entire contract period. The Skylift shall be in perfect working condition in all aspects during the entire contract period, failing which the contract may be liable for termination with forfeiture of Security Deposit.
3. The Skylift shall be supplied with all necessary fittings, accessories, driver and operator. The fuel and maintenance for skylift shall be in the scope of the Contractor. The price quoted by the contractor shall be inclusive of all charges. No additional payment will be made by BHEL in any regard.
4. **PERIOD OF CONTRACT:**
 - a) The contract once finalized will be valid for a period of **one (1) year** from the date of commencement.
 - b) Extension of Contract: Subject to satisfactory execution and mutual consent of BHEL & the contractor, the contract may be extended with the same rates, terms & conditions.
 - c) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing
5. **PRICE VARIATION CLAUSE:** Price Variation will not be applicable for this contract. The prices quoted by the contractor shall remain firm for the entire period of contract. Contractor should anticipate any related hike / fall and quote accordingly.
6. **OVER RUN COMPENSATION (ORC):** Not Applicable for this contract.
7. **TAXES & DUTIES:** The rate quoted by the contractor shall be exclusive of GST.

Please refer Pg. 7 of this NIT for conditions related to Taxes & Duties w.r.t. GST.

All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

8. **PAYMENT TERMS:**
 - a) Part Payments on Running Bills / 100% payment on Final Bill shall be made to the contractor based on quantity of work executed and subsequent acceptance & certification of the bills by Contract Executing Officer.
 - b) TDS at applicable rate will be deducted from the bills as per Income Tax rules, GST rules and other statutory requirements
 - c) No advance payment will be made in respect to the contract.
 - d) All payments to the Contractor shall be made through NEFT.
9. **BONUS:** Not Applicable for this contract.
10. **PENALTY:** A penalty of Rs. 1500/- per day shall be recovered from the bills in case the vehicle/ driver has not reported on any working day, which will be in addition to proportionate deduction in bills for non-reporting/ absenteeism. Penalty amount so determined along with GST if applicable thereon shall be recovered.
11. Any amount recoverable from contractor towards the loss / damage will be recovered from the outstanding payments due or from the security deposits. In case the amount is insufficient for such recoveries, contractor shall make good the balance amount by remitting in the cash office at BHEL.

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12. The following valid documents need to be submitted by the contractor at the time of inspection of the skylift.
- a. Registration Certificate
 - b. Comprehensive Insurance
 - c. Fitness Certificate
 - d. Pollution Certificate
 - e. Permit
 - f. Road Tax
 - g. Driving License of the driver
13. If any of the above certificates gets expired during the contract period, the same shall be renewed and copy of the same shall be submitted to the Contract Executing Officer in time, failing which the bills shall be withheld / vehicle shall be considered to be under break thereby levying break penalty.

(Signature of Tenderer with seal)

Conditions related to Taxes and Duties w.r.t. GST

1. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.
2. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied / leviable on BHEL.
3. The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
4. Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
5. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
6. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
7. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
8. In case of any short supply of goods or service, Vendor has to raise a credit note for short supplied quantity as per GST provisions.
9. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
10. Penalty clause: A penalty of Rs. 1500/- per day shall be recovered from the bills in case the vehicle/ driver has not reported on any working day, which will be in addition to proportionate deduction in bills for non-reporting/ absenteeism. Penalty amount so determined along with GST if applicable thereon shall be recovered.
11. Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
12. A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.

(Signature of Tenderer with seal)

Conditions related to Skylift & Driver(s)

- a) The starting and closing km will be from the Township Administration / M&S-Power Distribution Dept. of BHEL, R.C.Puram only.
- b) The breakdown / overhauling / preventive maintenance hours will not be counted in hours of operations.
- c) Contractor shall be directly responsible for providing necessary staff like licensed driver & operator with prescribed uniform & identity card. The contractor shall also be responsible for providing necessary safety PPEs (Personnel Protection Equipment) to his personnel.
- d) It is the responsibility of the contractor to ensure that the driver(s) & operator(s) engaged are well experienced in operation of skylift.
- e) Contractor shall be responsible for discipline & courteous behaviour of the driver(s) & operator(s) towards BHEL & CISF authorities.
- f) Contractor is solely responsible for payment of wages / salaries and other allowances to his personnel. BHEL will have no liability whatsoever in this regard.
- g) It is the responsibility of the Contractor to arrange the number of drivers & operators depending upon the operational hours per day.
- h) The contractor shall arrange alternate driver / operator immediately in case of absenteeism of the regular driver / operator either due to leave/ illness/ absconding from duty/ any other reasons.
- i) Contractor at his own cost should provide cell phone to the driver(s) to facilitate communication for taking duties on day to day basis and for passing message to the contractor / BHEL authorities in case of emergencies / breakdowns / accidents or any other important message.
- j) The contractor's driver shall maintain the log sheet as per the pro-forma given by BHEL. The log sheet should be signed by the user department official by filling the details.
- k) The contractor shall make arrangement of alternate skylift vehicle in the event of any breakdown or accident. Such alternate skylift vehicle will also be subject to the same terms & conditions and compliance with statutory requirements as those covered by the contract.
- l) If the contractor is not able to provide his Skylift, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the contractor's pending bills or from security deposit.
- m) The Skylift shall be registered and duly insured i.e. comprehensive insurance and the same should be renewed from time to time during contract period at his own cost. Contractor will be fully responsible for the safe movement inside township & factory premises. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Skylift by accident or complications arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BHEL premises while engaged.
- n) BHEL reserves the right to refuse to engage the Skylift if the driver or the vehicle do not confirm to any of the regulations of MV Act or APMV Act & Rules.

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- o) On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 Hrs. of the happening of such an accident and intimate in writing to the company official in-charge of the work.
- p) The contractor shall submit his bills on 5th day of the following Month. The trips will be authorized by the user dept. authorities. In case the bills are not submitted by 5th of the following month, these bills cannot be settled in the month in which the bills are received. All payments will be made only in the name of the Contractor mentioned in RC Book on whose name it is registered.
- q) The contract may be terminated at any time without paying compensation whatsoever to the contractor in case of poor / unsatisfactory service, misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of the contract.

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(Signature of Tenderer with seal)

GENERAL TERMS & CONDITIONS

1. Issue of tender documents does not mean that the bidder fulfils the qualifying requirements of the contract.
2. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by the terms and conditions mentioned in the documents.
3. All the offers received will be scrutinized and only the technically qualified offers will be considered for opening of price bid. Technically disqualified offers will be rejected from further processing.
4. **Quotation shall be valid for a period of 120 days from the date of opening of Techno-Commercial Bid.**
5. BHEL reserves the right to cancel the tender at any stage without assigning any reason thereof.
6. BHEL reserves the right to accept/ reject any tender or part of any tender without assigning any reasons thereof irrespective of the fact whether the accepted tender is the lowest or not.
7. **EARNEST MONEY DEPOSIT (EMD)**

- (i) An amount of **Rs. 14,500/-** towards EMD shall be paid by NEFT or Demand Draft / Banker's cheque drawn on any nationalized / scheduled bank in favour of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. **EMD / any money due to the tenderer by BHEL shall not carry any interest.**

Modes of Deposit:

- a) Banker's Cheque / Demand Draft in favour of BHEL (along with offer)
- b) Electronic Fund Transfer credited in BHEL account (Before opening of Tender).

The Account details for EFT are given below:

Beneficiary name & address :	Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502032.
Bank Name & Address :	State Bank of India, BHEL Township, Hyderabad – 502032
Account Number :	62048154115
Account Type :	Current A/c
Bank IFSC Code :	SBIN0020075
Bank MICR Code :	500002370

- (ii) **Tenders received without EMD as specified above shall be rejected.** If EMD accompanies price bid, such bids shall not be considered and will be rejected. No adjustment of EMD shall be made with EMD submitted earlier with other tenders of BHEL or any outstanding amount. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers.
- (iii) EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.

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- (iv) EMD by the tenderer will be forfeited if:
 - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modifications in his tender which is not acceptable to BHEL.
 - b) The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/ Contract/ in accordance with the instructions of BHEL
- (v) The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained.

8. **SECURITY DEPOSIT (SD)**

- i) The successful tenderer must deposit an amount towards Security Deposit within the time specified in the letter of intent. **Total amount of Security Deposit will be 5% of the Contract Value.**
- ii) EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit
- iii) Upon award of work, the agency has to pay 50% of SD in advance before commencement of work after adjusting of EMD amount.
- iv) Security Deposit may be furnished in any one of the following forms:
 - a) NEFT to BHEL Account
 - b) Local cheques of scheduled banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
 - c) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee should be in the format approved by BHEL.
 - d) Fixed Deposit Receipt issued by scheduled Banks/ Public Financial Institutions as defined in the companies Act. The FDR should be in the *Name of the Contractor, a/c BHEL*, duly discharged on the back.
 - e) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)
 - f) Security Deposit can also be recovered at the rate 10% from the running bills. But in such case, at least 50% of the Security Deposit, including the EMD, should be deposited before start of the work and the balance 50% will be recovered from the running bills.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (v) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

- v) Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn.
- vi) **Refund of Security Deposit:** The Security Deposit will be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.
- vii) **Security Deposit will not carry any interest.**

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9. **Agreement:** Soon after the acceptance of the tender, the contractor shall enter into an agreement with BHEL, R.C.Puram, Hyderabad-502032. The agreement shall be entered on Non-Judicial stamp paper of the value of Rs. 200/- to be purchased by the contractor at his own cost.
10. Whenever the term "Contractor" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions. It shall include the contractors authorized agents, who are entrusted with the work by contractor.
11. Wherever, BHEL / Company standards are mentioned, they shall be strictly followed.
12. All the works shall be carried in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
13. The contractor shall not engage a person who is less than 18 years of age.
14. The contractor should abide by the company's CISF security rules. No other person except Contractor's authorized representative will be allowed in BHEL premises.
15. Within BHEL premises, the Contractor's personnel should not do any work other than the Normal duties allotted by respective contract executing officers or their representatives.
16. The Contractor shall maintain regular contact with the designated employee of BHEL and shall interact on matters relating to the work awarded under this contract.
17. The Contractor shall ensure adherence to all statutory requirements applicable to Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad - 502 032.
18. Contractor has to obtain insurance cover for his vehicle, employees, equipment/tools/tackles etc. and take comprehensive insurance coverage at his own cost. BHEL will not be responsible for any loss, damage, pilferage of his property and / or his employees.
19. In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to skylift operations done by the contractor, such loss, damage or compensation shall be paid by the contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
20. The contractor is directly responsible for injuries / death of occupants or other users arising due to accident or otherwise of skylift during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the skylift arising out of accident of the skylift for performing the contractual obligations.
21. BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law. The contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
 - (a) All claims for injury or damage to any person/ property caused by his negligence or negligence of his employees while on operation.
 - (b) Failure in observance of Labour and industrial laws by the contractor.
 - (c) All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor.
 - (d) All payments by way of compensation or otherwise which BHEL may be called upon to make under provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim and demands whatever in respect thereof or in any loss,

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injury or damages whatever to any third person arising out of this contract by the contractor, their workmen servants or agents shall be recovered from contractor.

- (e) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the contractor shall whenever require to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.

22. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm o the provisions of the said act in regard to such accident.
23. Any amount recoverable from contractor towards the loss / damage will be recovered from the outstanding payments due or from the security deposit. In case the amount is insufficient for such recoveries, contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.
24. **Sub-contract:** The Contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.

25. FAILURE TO COMPLY WITH THE CONTRACT

- a) In case the contractor does not carry out the contractual/ statutory obligations (or) the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time, failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
- b) Notwithstanding anything contained in the NIT as well as contract agreement which will be entered after award of work, the contract may be terminated by BHEL, without assigning any reason.
- c) Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
26. This contract may be terminated at any time without paying compensation whatsoever to the contractor in case of poor/unsatisfactory service, misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract.
27. In the event of any question or dispute under this contract, the same shall be referred to Addl. General Manager / TA of BHEL. R.C.Puram, Hyderabad-32 or his authorized representative for sole arbitration and his decision shall be final and binding on the parties to the contract.

28. LAWS GOVERNING THE CONTRACT

- (i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- (ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.
- (iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

(Signature of Tenderer with seal)

29. **LEGAL JURISDICTION:** In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at R.C.Puram, Hyderabad, where BHEL - HPEP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP is situated and no other court shall have the jurisdiction.
30. **BHEL FRAUD PREVENTION POLICY:** The bidder along with its associates/ 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.
31. **ARBITRATION & CONCILIATION:**

CONCILIATION:

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

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

The Annexure-C 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 Agreement / Contract etc.

The Purchaser/Contractor/Seller etc. (insert the description of the other party to the Agreement/Contract/MoU etc., - whichever is applicable) agrees that the Purchaser/Contractor/Seller etc. (insert the description of BHEL - whichever is applicable) may make any amendments or modifications to the provisions stipulated in the Annexure -----to this GCC/Agreement/Contract/MoU etc., (strike off whichever is inapplicable) from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure -----with effect from the date as intimated by BHEL to it.

ARBITRATION:

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

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

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

(Signature of Tenderer with seal)

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

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of 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 as mentioned in DPE OM No. 4(1)/2012-DPE(GM)/FTS-1835 dated 22.05.2018.

- - - - -

(Signature of Tenderer with seal)

CONTRACT WORK DESCRIPTION:

Contract period	1 year from date of commencement.
Name of Work	Hiring of sky-lift vehicle for overhead electrical maintenance in Township & Factory.

Sl. No.	Description of items	Unit	Qty.
(1)	(2)	(3)	(4)
1	Hire charges for supply of 10 metres span sky-lift mounted vehicle of 2009 or later model including all expenses such as fuel, driver, vehicle maintenance etc. (1 operation means up to 10 hrs. working a day with running up to 750 KM per month)	one day operation	270
2	Hourly charges for engaging sky-lift vehicle on emergency beyond normal working hours.	Hour	50

EVALUATION OF PRICE BID:

- Tender lowest i.e. L1 will be decided as per the percentage quoted in the price bid of all technically qualified tenderers.
- In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers
- In case, the lowest price offered by the contractor is found to be not reasonable, BHEL reserves the right to negotiate for further price reduction and in such case the negotiated price will be considered as L1 price for all purposes.

PROFORMA FOR PRICE BID:

Sl. No.	Description	Unit	Qty.	Rate	Amount
1	Item description ... 1	##	P	A	P x A
2	Item description ... 2	##	Q	B	Q x B
				TOTAL	(P x A) + (Q x B)

The tenderers are required to quote their tender value on %age basis at excess or less or on par with estimated value.

Tender %	In words	Figures
Excess	*****	***
Less	*****	***
On par with Estimate	*****	***

-- X -- X --

(Signature of Tenderer with seal)

TECHNO-COMMERCIAL BID

(details to be filled by tenderer)

1.	Name of the Contractor / Firm	:																					
2.	a. Address	:																					
	b. Contact No(s).	:																					
	c. Valid E-mail ID	:																					
3.	Particulars for EMD & Tender Cost																						
	a. DD/ Banker's Cheque / NEFT for EMD	:																					
	b. DD/ Banker's Cheque / NEFT for Tender Cost	:																					
4.	PAN No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	Registration No.: Copy enclosed ☐ / Not enclosed ☐																				
5.	GST No. (copy of registration / applied proof with proper acknowledgement to be enclosed)	:	Registration No.: Copy enclosed ☐ / Not enclosed ☐																				
6.	Certificate of Registration for vehicle	:	Copy enclosed ☐ / Not enclosed ☐																				
7.	Year of Manufacture of the vehicle (As per Certificate of Registration)	:	Year _____																				
8.	Certificate of Insurance	:	Copy enclosed ☐ / Not enclosed ☐																				
9.	Driving License of Driver	:	Copy enclosed ☐ / Not enclosed ☐																				
10.	Bank Account Details																						
	Bank Name	:																					
	Branch	:																					
	IFSC Code	:																					
	Account No.	:	<table border="1" style="width: 100%; height: 20px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
11.	NEFT Authorization form duly filled to be submitted by new agencies to BHEL	:	Enclosed ☐ / Not Enclosed ☐ / N.A. ☐																				

Note:

- Tenderers must sign and put stamp on all pages of this tender documents before submitting.
- Documents submitted with the offer shall be signed and stamped in each page by the tenderer or authorized representative of the tenderer.

(Signature of Tenderer with seal)

DECLARATION BY TENDERER

I,, aged Yrs., S/o,
residing at

hereby declare as follows:

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

[Signature with Name & Seal of the Tenderer]

Date :

Place :

(Signature of Tenderer with seal)

Annexure-A

(Format for CA Certificate to be submitted by MSE supplier where the deemed validity of EM-II is over)
Ref. point no. 12 at pg. 3 of this NIT.

Certificate by Chartered Accountant on letter head

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

Further verified from the Books of Accounts that the investment of the company as on
date..... as per MSMED Act 2006 is as follows:

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

Rs. Lacs

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

Rs. Lacs

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

Date:

(Signature)

Name –

Membership Number –

Seal of Chartered Accountant

Annexure-B**NEFT Authorization Form****[this mandate to be furnished by new tenderers on their Letter Head.]**

To,

Dy. Manager/Finance-Cash Management
 Bharat Heavy Electricals Limited
 Ramachandrapuram,
 Hyderabad – 502 032.

Dear Sir,

Sub: **Details for National Electronic Fund Transfer (NEFT) – Reg.**

We request and authorize you to effect payment through NEFT to our Bank Account, subject to RBI Guidelines as per the details given below.

- A. Sup code (As per PO/SCO) :
(if available)
- B. Beneficiary (Name as per PO/SCO) :
- C. PAN of Beneficiary :
- D. GST Registration of Beneficiary :
- E. E-mail address of Beneficiary :
- F. City (of Beneficiary) :
- G. Bank Name :
- H. Branch (of Bank) :
- I. A/c Number :
- J. A/c type (Saving or Current) :
- K. MICR Code of the branch (9 digit) :
- L. IFSC for NEFT (11 char.) :
- M. IFSC for RTGS (if different from L) :

Thanking you,

Signature (With Seal)

Name :

Address :

This is certified that the particulars furnished above are correct as per our records.

Date: -

(Signature of Authorized Bank Official with Bank Stamp)

Annexure-C**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018****BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS**

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its 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.

(Signature of Tenderer with seal)

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.

(Signature of Tenderer with seal)

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

- On the date of signing of the Settlement agreement by the Parties; or,
- By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- 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.	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) In cases involving claim and/or counter-claim of more than Rs 10 crores. : Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the, Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators – Rs 30,000/- (one time)- to be paid to the IEC.
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

(Signature of Tenderer with seal)

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.

(Signature of Tenderer with seal)

FORMAT-7**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

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

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

Dear Sir/Madam,

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

Sl. No.	Claim description	Amount involved

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

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

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

This letter is being issued without prejudice to our rights and contentions available 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 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES

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

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-9**FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC**

To,

M/s. (Stakeholder's name)

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

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

Sir,

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

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

FORMAT-8
FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IECTo,
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.