

NIT

Works Contract for Cleaning at Pragati Deergha & Hostel-3

(NIT: TEHRD202001)

Last Date of Bid Submission: - 06th APR, 2020 by 11:00AM

Bid Opening: - After 02:00 PM on 06th APR-2020



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38 Sheets

HUMAN RESOURCE DEVELOPMENT CENTRE

BHARAT HEAVY ELECTRICALS LIMITED

B H O P A L - 4 6 2 0 2 2 (MP)

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	NOTICE INVITING TENDER (NIT: TEHRDC202001)	REV. 00

NOTICE INVITING TENDER (OPEN/PRESS TENDER)

- TITLE OF WORK:** Works contract for cleaning at Pragati Deergha & Hostel-3 of BHEL HEP Bhopal. BHEL, a schedule "A" Maharatna CPSE of Govt. of India, is an integrated power plant manufacturer and one of the largest engineering and manufacturing company of its kind in India engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for core sectors of the economy, viz. Power, Transmission, Industry(cement, fertilizers), Transportation (Railways), Renewable energy, Oil & Gas, Water and Defence with over 180 products offerings to meet the needs of these sectors.

Human Resource Development Centre (HRDC), BHEL Bhopal invites tender on two-part basis (Part – I, Techno commercial Bid & Part – II, Price Bid) from reputed, experienced and financially sound firms.

- Scope of Work: -**

To do cleaning in Pragati Deergha & Hostel-3 in such a manner that the premises should be available in Spic and Span condition at any point of time. To achieve this, the cleaning work shall be carried out in general/other shift regularly as required, by deploying the workmen. Consumables (Phenyl, Detergent, Soap, Odonil etc.) for the cleaning work will be free-issue materials by BHEL. Tools (Bucket, Mug, Wiper, Broom, Dusting-cloth etc.) required for cleaning shall be in bidder's scope. Detailed activities to be carried out for cleaning work shall be as per Annexure-II.


Working Hours: Working hours in General shift (8:00 AM to 5:00PM), other shift (07:00AM to 4:00PM). Deployment of manpower and shift allocation shall be as per user department's directive. Out of the deployed manpower, one workmen shall also co-ordinate with BHEL staff & workmen in addition to the regular cleaning work.

- Quantity:** Total estimated area required for cleaning shall be approximately as below.

SN	Description	Unit	Area
Area required for cleaning at Hostel -3			
1	Covered Area	Sq. M	1800
2	Open Area	Sq. M	6050
3	Total area required for cleaning (a)	Sq. M	7850
Area required for cleaning at Pragati Deergha			
4	Covered Area	Sq. M	650
5	Open Area	Sq. M	1550
6	Total area required for cleaning (b)	Sq. M	2200
7	Total Area (a + b)	Sq. M	10050

- Evaluation of the offer: Deciding L1 Firm:** - The L1 bidder shall be decided on sum of total offered price to BHEL on overall cost basis.

- No condition or deviations should be asked for in price bid.
- The rate quoted by bidders, inclusive of all charges and applicable taxes, duties except GST of the Price Bid format, shall be considered for evaluation of rate. **No loading of price with regard to preferential payment within 45 days will be done for the bidders covered under MSMED act".**
- If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Security Deposit.

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5. Pre-Qualification Requirement/ Qualification Criteria:

(A) Statutory Requirement:

- PF Certificate
- ESI Certificate
- Income tax PAN No.
- GSTIN

(B) Experience criteria:

Experience of Similar Works (Similar Works means cleaning in an establishment or govt. /Public sector organization) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: - Three successfully completed Similar works costing not less than the amount equal to **Rs.2.44 lakh each or 606 man days each**

OR

Two successfully completed Similar works costing not less than the amount equal to **Rs.3.06 lakh each or 758 man days each.**

OR

One successfully completed similar works costing not less than the amount equal to **Rs.4.89 lakh or 1212 man days.**

(C) Average Annual Turnover:

Average Annual financial turnover during the last 3 years, ending 31st March of 2019


(Average of previous financial years 2016-17, 2017-18, 2018-19), should be at least **Rs.1.83 lakh.**

*Note: -

- All the above conditions should be met by bidder firm only, not by any associate firm. The bidding firms shall submit the work order copies & its completion certificates to prove the desired experience. Only the firms meeting the above requirements shall be qualified technically for further processing of tender.
- If both value or man days are mentioned, then whichever meet the qualification criteria shall be considered.
- The value or man days of number of work orders allocated against same enquiry to a contractor will be considered as single work order value or man days for qualifying purpose.
- Those contractors who have worked in other PSUs / Govt. / Semi-Govt. / reputed Public companies for cleaning work should submit documents with respect to experience as below:

Enclose copy of work order and work completion certificate clearly indicating WO ref, date, duration of work and the nature of work done. The work completion certificate should be verifiable and contact details of signing authority must be provided. In case BHEL desires to verify the document, responsibility lies with the bidder to get it verified to the full satisfaction of BHEL. Otherwise BHEL reserves the right to reject the tender and no claim or correspondence shall be entertained in this regard.

- Experience certificate of any Private organization, in addition to the requirements as in (iv) above, must be supported by CA certification in "ANNEXURE-I" below.

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- vi. For consideration of running work order, the value completed on last day of month, previous to the one in which applications are invited will be considered based on certification of executing authority.
- vii. In case of composite Work order in which scope of work comprises multiple type of work then only that part of work will be considered, which pertains to similar works and value or man days of similar works in total value/man days should be mentioned in completion certificate.
- viii. Bids with aggregate quoted value being less than aggregate applicable minimum wages for the contract shall be liable to rejection by BHEL.

7. Date of commencement of work: As per LOI.

8. Contract Period: Full 1 year from the date of commencement of work.

9. Tender fee: - Rs.1000/- (The tender fee is to be deposited online as procedure** given below and print out of fee receipt should be submitted along with technical bid). GST on tender fee shall be extra.

10. Earnest Money Deposit: - EMD of amount (**Rs. 12,229/-**) OR One Time EMD of amount 500000 (Five lacs only) is to be deposited online as per procedure** given below and receipt should be submitted along with techno-commercial bid.

One Time EMD: For firm who had already deposited Rs.2,00,000 as One Time EMD has to deposit remaining balance amount Rs.3,00,000 and the enclose the documents for the same.

Offer without a proper EMD will be rejected.

***The procedure of depositing EMD/SD/Tender Fee is reiterated below:**

- i. For depositing amount online, depositor has to open SB-Collect through Online E-Payment option available on Internet (www.bhelbpl.co.in under caption "new links").
- ii. After reading the instruction for depositing the amount, EMD & Tender Fee amount shall be deposited. EMD and Tender Fee may please be deposited together under EMD module where the EMD & Tender Fee both are applicable.
- iii. After the successful payment DU No shall be generated from the banking system.
- iv. After depositing the amount, Depositor has to fill Deposit slip available on Internet (www.bhelbpl.co.in under caption new link) by selecting required Enquiry number. Tender Fee and EMD may please be entered separately.
- v. As and when credit received in BHEL account, automatic mail will be sent to the depositor.

Note: - After submitting the Deposit Slip a control number will be generated through system which can be used for getting print out from the system.


11. Tender fee and EMD exempted for MSME vendor as per govt. directive. For claiming tender fee and EMD exemption, valid MSME certificate has to submit.

12. Last Date of Bid submission: - On 06th APR-2020 by 11:00AM.

13. Date of Techno-commercial bid opening: - After 02:00 PM on 06th APR-2020.

14. Venue for bids submission/ opening: -

Tender Room, Admin Block, Ground Floor,
BHEL, Bhopal-462022.

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15. Detailed information regarding bidding document if required can be obtained from following between 10 AM to 4 PM on all working days.

Sh. Shyam Kumar Verma – Sr. Engineer (HRD), Phone 0755-250-5855/3205, email: skverma@bhel.in
and

Sh. Atul Prakash Singh - (DGM/HRD), Phone 0755-2502679, email: ap.singh@bhel.in

Note: -

- i. The envelope should be dropped in the tender box (Green Colour) in the tender room. Tender received after 11:00AM will be treated as late tender on due date and will not be considered.
- ii. The representative of the firm must bring their authority letter to witness the tender opening from 2:00PM onwards.
- iii. After awarding work, no excuse shall be entertained for loss of bidder or any other compensation, the successful bidder is fully liable to fulfil all tender conditions.
- iv. The contractor should provide uniform, shoes and other safety appliances within 15 days of commencement of order.

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ANNEXURE-I

We confirm that (contractor) M/S.....has completed work relating to cleaning/housekeeping services in an establishment or govt./Public sector organization for M/S..... vide Work Order No..... dated.....and completion certificate Ref..... dated..... We also confirm that (contractor) M/S..... has received payment against the above WO and the same is recorded in book of accounts.

Sign & Seal of CA

If any of the information given in tender to qualify, found incorrect or false then BHEL may out rightly reject this offer and may also consider debarring us from participation in subsequent tenders.


Signature & Seal of Bidder

Contractor's Name:

Address:

Phone No:

Email:

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ANNEXURE-II

Detailed Scope of Work

A. Daily activity: -


1. Dry sweeping of floor/ Open area as required.
2. Wet scrubbing and mopping of floor/other area as required.
3. Cleaning & dusting of Display boards/ models/ products/ Table/ Chair etc.
4. Dry sweeping and wet mopping of common rooms, corridors (passage), staircases, veranda, dining hall, Kitchen, halls including offices and store rooms etc. in Hostel-3 and Pragati Deergha.
5. Cleaning works of volleyball court area, other open area & its surrounding in Hostel-3 and Pragati Deergha for maintaining it in usable condition throughout the year.
6. Maintenance of Hostel-3 and Pragati Deergha gardens etc. to keep it in clean and tidy condition, free from rank vegetation, as & when required.
7. Washing and Cleaning of toilets, urinals, bathrooms etc. of both premises completely using adequate cleaning agents/chemicals (Both on 1st floor & Ground floor), including daily checking and replacement of deodorants such as odonil, naphthalene balls as and when required.
8. Collection, segregation of waste like Dry, Wet, Plastic etc. from hostel room dustbins/ other places as required & dumping garbage and other waste material in nearby collection dustbin.

B. Weekly Activity: -

1. Cleaning of entire campus within boundary wall to keep it free from rank vegetation, Saplings and wild growth etc.
2. Cleaning of both sides of door panels, windows, partitions, ventilators etc. along with their glasses.

C. Monthly Activity: -

1. Cleaning of water tanks (OH tank & underground water tank) including disinfection of the same by using proper disinfectants/chemicals.
2. Cleaning of Coolers, Amirah, Racks, inside walls and Roof ceilings including fans & tube lights and removal of cob-webs.
3. Cleaning of terraces and other roof top areas etc.

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INSTRUCTIONS TO TENDERER

1. The sealed Tenders to be dropped in the tender box (Green colour) in the tender room. Tender received after 11:00AM will be treated as late tender on due date.
2. Before tendering, the tenderer is advised to inspect the site of work and the environment and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
3. In case of any query/doubt on the tender specifications, bidder shall contact the concerned authority for clarification before tender submission. No condition/deviation w.r.t. terms & conditions of the tender are acceptable.

4. **Quotations : -**

Firms are required to submit quotation as per the two parts bid system.

(a) The Part-I Techno-commercial bid in a sealed envelope shall contain the followings only: -

1. Tender fee receipt/MSME certificate
2. Fresh EMD/One Time EMD receipt/MSME certificate
3. Copy of PF certificate
4. Copy of ESI certificate
5. Copy of labour license as applicable after WO
6. PAN no.
7. Bank account particulars with MICR no. for electronic fund transfer as per (Annexure –VI)
8. GSTIN
9. Financial Balance sheet, Audited profit/loss account for last three years as per Annexure- 'III' and also ITR for last three years ending to Mar-2019.
10. A list of work orders successfully executed by the bidder, as per Annexure 'IV' with supporting documents (Work order copies & its completion certificates)
11. Documents to prove type of ownership such as private/ partnership deed/proprietorship/articles of memorandum of association/ JV agreement/ certificate of incorporation/ certificate of registration etc. whichever is applicable.
12. An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor signs the tender.
13. Declaration sheet as per proforma at Annexure – 'V'.
14. Check list and schedule of general particulars as per Annexure-'VII'.
15. Signed & stamped copy of NIT, Special conditions, General terms & conditions", "Statutory compliances" and "Instructions to Tenderer" etc.

(b) The Part-II shall contain only Price bid in a separate sealed envelope.

Price bid will be opened for only those firms which are found to be technically competent in Part-I (Techno-commercial bid).

***Quoted price to be written both in figures and words. In case of any ambiguity the price given in words shall be taken as the quoted price.**



Alternatively: BHEL reserves the right to go for a REVERSE AUCTION i.e. “Online Bidding on Internet” instead of opening the price bid. For the proposed reverse auction, techno-commercially acceptable bidders only would be allowed to participate in this. For this purpose, BHEL’s authorized service provider will contact the qualifying suppliers separately. BHEL reserves the right to accept or reject the results of reverse auction. In case the results of reverse auction are not acceptable or reverse auction fails, BHEL may decide to go for opening of the sealed price bids. BHEL RA guidelines are available on public domain http://www.bhel.com/vender_registration/pdf/Guidelines_for_Reverse_Auction-2016.pdf. Bid should be put in sealed envelope and addressed to DGM (HRD-WS).

(c) 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.

(d) The techno commercial bid and price bid, should be enclosed in two different sealed envelopes and each to be super scribed with ‘Techno-commercial bid’ or ‘Price Bid’ as case may be. NIT Number and bidder’s name & address should also be clearly mentioned on these envelopes. Both are be kept in a bigger envelope and sealed properly and super scribed with following details:

a. NIT No. & Title of Work :

b. Bid Opening date & Time :

c. Bidder's name & Address:

d. Address and venue of submission.

5. Each page of the offer shall be duly signed by an authorised person, with all formalities, in a sealed & properly super scribed envelope and shall be deposited, in tender box at the designated venue, on or before the date and time specified in NIT.
6. Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present.
7. The rate shall be quoted as the final rate inclusive of PF, ESI, all other statutory payments, levies and all other Govt. taxes but Excluding GST. No escalation/additional/ overtime/ waiting charges will be paid other than the Quoted rate.
8. In quoting their rates, the Tenderers are advised to take into account all factors, including any fluctuations in the market rates etc. No claim will be entertained on any account after acceptance of the tender during the period of the contract. Rate escalation will not be allowed for any reasons whatsoever.
9. An offer will be treated as invalid offer if it contains any condition, deviation or insufficiency. Quoting of any ambiguous, overwritten, unclear or erased rate in Price bid to be strictly avoided. Any such case may lead to cancellation of the offer.
10. Validity period of an offer shall be three months (90 Days) from the date of tender opening


**ANNEXURE – III****FINANCIAL VIABILITY**

Turnover of business done during the last three financial years	2016-17	Rs.
	2017-18	Rs.
	2018-19	Rs.
Average turnover of business during the last three financial year		Rs.

*Please enclose audited profit and loss account for last 3 years, as above

Name & signature of the bidder

(Seal)

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ANNEXURE – IV

INFORMATION OF SIMILAR JOBS EXECUTED / IN PROGRESS IN PAST:

Bidders must have experience in similar work.


(Similar Works means cleaning in an establishment or govt. /Public sector organization).

Sl. No.	Agency by whom awarded	Location of the Project	Particulars of the works awarded	Value of Contract executed	Date of completion

Note: Copy of supporting documents like work order, work completion certificate, experience certificate is to be enclosed.

Name of Signature of bidder

(Seal)

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ANNEXURE –V


DECLARATION SHEET

I / We, hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification (NIT:.....) are true and complete to the best of my / our knowledge. I / We have gone through the NIT, Instructions to tenderers, General terms & conditions, statutory compliances and special conditions in detail and agree to comply with the requirements and intent of specification, without any deviation.

I / We, further certify that I / we am / are the duly authorized representative(s) of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Name & signature of the bidder

(Seal)

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ANNEXURE – VI

Bank Details

(Not applicable if submitted earlier)

BHEL has decided to make all payments through Electronic Fund Transfer. Bidders are requested to give the following details along with your quotations so that this can be stored in our records for effecting Electronic Fund Transfer. Please note that hence forth we propose to make all payments through EFT.

Following data is required to enable processing of e-payments to vendors.

1. Name of the Supplier (max 60 char)
2. Account Number (max 17 char)
3. Name of the bank, branch, city (max 0 char, max 40 char, max 20 char)
4. Branch Code (max 5 char)
5. MICR Code (max 30 char)
6. IFSC Code (max 30 char) (Every NEFT enabled bank /branch has a unique IFSC Code (Indian financial security code, this code may differ from RTGS IFSC code))

VENDORS /BIDDERS ARE SUPPOSED TO SUBMIT THE INFORMATION ON FIRM'S LETTER HEAD DULY ENDORSED AND STAMPED BY THEIR BANKERS.

Those who had already sent the EFT details may please reconfirm/check the details (it is available in your B2B login)

Vendors /bidders may please further note that the above requirements are deemed to be part of the Tender / purchase enquiries issued by BHEL Bhopal even if it is not explicitly stated in the printed Tender / purchase enquiry form.

In addition to the above information please also furnish the following details to enable faster clearance of bills.

7. Email address (max 40 char Compulsory)
8. Details of TIN No (11 char)
9. Micro Small Medium (MSMED)Certificate (if applicable)

Signature of Contractor/Bidder




ANNEXURE – VII

CHECKLIST & SCHEDULE OF GENERAL PARTICULARS

NOTE: - Bidder shall fill in the following details and no column should be left blank.

Sl. No.	Particulars	Details
1.	Name & Address of the Bidder .	
2.	Fax / Email Address .	
3.	Phone No. (Office)/ Mobile nos.	
4.	Name, designation, email, contact no of the official of the tenderer to whom all the references shall be made .	
5.	Whether Tender fee/MSME certificate submitted.	
6.	Whether EMD/One Time EMD/ MSME certificate .	
7.	Bidder's proposal No. & date .	
8.	Submission of Balance sheet and audited profit & loss account and also ITR for last three years ending to March 2019 .	YES/NO
9.	Submission of signed and stamped downloaded copy of “NIT”, “Special conditions” , “General terms & conditions”, “Statutory compliances”, ” and “Instructions to Tenderer”.	YES/NO
10.	Submission of Details about type of ownership of the firm.	YES/NO
11.	Submission of copy of PAN, ESI certificates, PF certificate, GSTIN .	YES/NO
12.	Submission of duly filled ANNEXURES ‘II’ to ‘VII’ .	YES/NO
13.	Submission of Attested copy of power of attorney if signed by person other than the owner.	YES/NO
14.	Quoted price bid in separate envelope.	YES/NO
15.	Unquoted signed price bid with techno-commercial bid	YES/NO
16.	Submission of duly filled “ANNEXURE-I” in case of experience certificate submitted issued by private organization.	YES/NO
17.	Submission of duly filled Undertaking ANNEXURE-IX of “General terms & conditions”.	YES/NO

Name and Signature of Contractor with seal

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	SPECIAL TERMS & CONDITIONS (NIT: TEHRDC202001)	REV. 00

(The Special conditions given hereunder, supersede the relevant terms & conditions given in “General Terms & Conditions and Statutory compliances”, where ever applicable).

1. Tender submission:

Tenders can be submitted personally or by Speed post / Registered post with acknowledgment. Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission shall be rejected, even if there is any postal delay.

2. Terms and Condition of cleaning:

- The cleaning work shall be done in general/other shift. The major cleaning activities involving scrubbing and detailed cleaning of floor areas are to be carried out during non-operational Hours. Cleaning has to be carried out in such a manner that all premises look always clean. All necessary cleaning equipment/tools which are required to be used to carry out the cleaning work effectively shall be in bidder's scope, and consumables will be free issue material by BHEL.
- The crew deployed should be wearing proper coloured dress other than BHEL uniform for easy identification and shall maintain personal hygiene at work place. Contractor to give the dress, shoes, helmet, gloves and safety devices for their work force as required.
- Adequate/sufficient quantity of Chemicals, Detergents, Other consumables etc. provided by BHEL shall be used for the specified work by the contractor so as to have good quality of cleanliness as specified in the work schedule. This will be verified by BHEL.
- BHEL, Bhopal shall provide free water & electricity at the cleaning work site
- Contractor shall maintain the attendance register for all the shift staff.
- That the cleaning work is subject to supervision by BHEL and subject to such time and period specified for each work by the BHEL and any irregularity observed or any area left un-cleaned, will entail deductions as per penalty clause.
- The contractor shall take a certificate from the officer in-charge regarding performance each month for having finished cleanliness job satisfactorily and successfully.
- The tenderer shall follow safety measure for carrying work at heights, handling chemical cleaning agents as per Labour Laws.
- The in-charge will certify the work done, proper log / measurement book be maintained by the party and signature of in-charge to be taken.

3. PAYMENT OF WAGES:

Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period and submit the Digital Transfer receipt to the authorised representative of contract awarding dept. Cash payment for any work shall not be acceptable. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

Current BHEL-CLC Recommended Minimum wage per day in Rupees for contract labour:

Type of Worker	MP Govt.Recommended Minimum effective from 01-10-2019
Un skilled (workman)	Rs.306.00



“Contractor shall ensure the payment of statutory minimum wages and PF, ESI, Contribution to Labour Welfare Board and bonus as per statutory requirements”.

- a. The bills for payment shall be submitted on quarterly basis be made on a quarterly basis as per the accepted rate based on the activities carried out as in the schedule of work duly making deductions, if any, for the various activities as mentioned in Penalty clause. In case of short deployment of manpower, the deductions shall be made on a daily basis.
- b. The bidder also requested to pay their workers through Bank to ascertain the wages paid after award of work.
- c. Successful bidder should follow the set guide lines of BHEL-HR(CLC), the final bill shall be released only after meeting all the compliances and payment of bonus to the workmen.
- d. The contract is a fixed price contract & No **ESCALATION** of price will be permissible throughout the contract period.


4. Penalty Clause: - Penalty shall be levied for short deployment of working crew/supervisors (daily basis), poor quality of work, workers not wearing uniforms / safety gear and all other non-conformances of tender terms. Penalty will be applicable as per the description given below amount of penalty will be calculated on daily basis and this amount will be deducted from running bill.

Sl. No.	Description	Penalty
1.	For non-deployment of labour as per NIT.	1.5 times the rate of workman per day as per built-up CLC rate at that time.
2.	For below par / non-performance of activities excluding washrooms & water tanks.	1.5 times per Sq. Mtr. rate on awarded value. *Calculation to be done as below.
3.	Non-performance of cleaning of washrooms/urinals.	Penalty of Rs 10/- per Sq. Mtr. per day on total area not cleaned.
4.	Non-performance of cleaning of water tanks.	Penalty of Rs 300/- per water tank on total nos. not cleaned.
5.	For not wearing uniform, shoes etc. by the workmen.	Uniform/Shoes - Rs 10 per day per workman.

**** For purpose of penalty calculation, cleaning rates per Sq. Mtr. shall be calculated as –**

Per Sq. Mtr Rate (Excluding washrooms & water tanks) = Total contract value (INR)/10,050 (Sq. Mtr.)

Name & Signature of the bidder
(Seal)

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1.0 DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 **'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 **'CONTRACTOR'** shall mean the individual, firm or Company who enters into contract with BHEL for providing the services as per this Tender and shall include their executors, administrators, successors and permitted assigns.
- 1.3 **'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include the agreement, the work order, General Terms & Conditions of the Contract, Instructions to tenderer, statutory compliances & the Letter of Intent /acceptance letter issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL in the letter of intent and incorporated in the Work Order.
- 1.4 **LETTER OF INTENT** 'shall mean the intimation by a letter / telegram / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.5 **'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done by the Contractor as specified in the Tender documents.

2.0 MODES OF COMMUNICATION:


Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

3.0 FACILITIES TO BE PROVIDED BY BHEL

- 3.1 BHEL shall provide water & light facility. Rest everything is to be arranged contractor.

4.0 EARNEST MONEY DEPOSIT (EMD):

- 4.1 EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
- 4.2 EMD also accepted in the form of 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)
- 4.3 EMD in excess of Rs.2 lakh also accepted in the form of BG.
- 4.4 Forfeiture of EMD
EMD by the Tenderer will be forfeited as per NIT conditions, if:
 - i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- 4.5 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.

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4.6 EMD of successful tenderer will be retained as part of Security Deposit

5.0 SECURITY DEPOSIT

5.1 Upon acceptance of offer, the successful bidder shall deposit 5% of the contract value as security deposit.

5.2 The full or 50% Security Deposit may be deposited online or in the form of BG/FD/Securities before start of work. The balance 50% of Security Deposit shall be recovered from the running bills@10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

5.3 Refund of Security Deposit:

The Security deposit shall be refunded to the firm, only after minimum 1 month, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

6.0 Agreement signing:

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper of appropriate value (as per prevailing Govt. guidelines) in a prescribed format. The cost towards agreement shall be borne by the firm.

7.0 Safety Compliances & Others

7.1 The contractor shall be fully responsible for safety of the vehicles, personnel and to comply with the security /safety regulations of BHEL/Govt. inside the premises. The contractor is required to maintain first aid box at work place. The contractor shall ensure that no damage is caused to any person/any existing work / property of BHEL/ other parties working inside the premises.

7.2 The contractor will be responsible for enforcing all safety regulations as applicable to BHEL and is advised to take adequate insurance cover of its representative, labourers, machines & equipment, etc.

7.2 Accident occurred, if any, during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later, than 24 hours. This should be followed by a detailed report from the Contractor.

7.3 The contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for the vehicles/cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/ injury/ loss occur due to the operation of the vehicles/ cranes, to any other person/ public and the properties of BHEL/ client/ other agencies/ third party, the contractor shall have to pay necessary compensation and other expenses, so decided by the appropriate authorities/victims.

7.4 The Contractor will have to indemnify BHEL against –

- All claims for injury or damage to any person/property caused by his negligence or negligence of his staffs and any other unforeseen claims, whilst in BHEL premises.
- Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.
- The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- BHEL shall not be held liable for any loss, damage or compensation to third parties rising from or in relation to transport operations done by the contractor. If any such damage/loss is caused, the contractor shall be responsible to make good the losses and compensate the affected parties/victims at his own cost.
- The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.



- f. The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operations done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to

The contractor will be required to submit Indemnity Bond in favour of BHEL as per above on Non – Judicial Stamp Paper of appropriate value.

8.0 GENERAL CONDITIONS:

- 8.1** The contractor should follow the prevailing industrial / labour laws/ Govt. laws as amended from time to time.
- 8.2** Any other requirement as per Labour Laws etc.
- 8.3** The Contractor shall be fully responsible for the performance of the workmen deployed by them. The work shall be executed strictly in accordance with the instructions given by BHEL.
- 8.4** Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 8.5** The contractor will be solely responsible for all disputes, strikes and other issues connected with his workmen. The contractor has to ensure that the people deployed by them restrict their movement in the area earmarked.
- 8.6** The persons employed by the Contractor in respect of the work will be treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.

9.0 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION'

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

10.0 TERMS OF PAYMENT

- 10.1** Firm shall submit their clear & legible bills (in duplicate) on **Quarterly basis**, duly verified by concerned engineer through Measurement book.
- 10.2** Payment shall be released within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.
- 10.3** No interest shall be payable by BHEL on Earnest Money, Security Deposit/or on any money due to the Contractor by BHEL.
- 10.4** **GST:** - Extra as applicable. Vendor to inform GSTIN no., HSN code, SAC codes and other details along with documents. BHEL will avail tax credit as per GST rules.
- I.** Bidder has to give his undertaking that GST portion of the **invoice shall be released only upon:-**
- All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoices rules.
 - Contractor declaring such invoices in his GSTR-1.
 - Receipt of goods/services and Tax Invoice by BHEL and Confirmation of payment of GST thereon by contractor on GSTN portal.
 - Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
- II.** Bidder has to ensure and to give an undertaking that in case tax credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in tax laws for availing such ITC, or any other reason not attributable to BHEL, tax amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.



- III. Bidder has to give an undertaking that in case he delays in 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 them along with interest levied/leviable from BHEL. Hence payment of GST portion along with interest portion will be payable only after the last date/chance for availing ITC.
- IV. Contractor has to submit monthly reconciliation statement to ensure minimum mismatches and avoid delay in availment of ITC by BHEL.
- V. In respect of goods, reverse charge liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.
- VI. Penalty/LD shall be charged as per the NIT condition. GST applicable on the same shall be charged extra.

10.5 Progressive payment may be regulated as follows, subject to the deductions towards security deposit, income tax with surcharge, any other tax or levies applicable and recoveries towards materials/ services rendered on chargeable basis.

10.6 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

10.7 All statutory liabilities such as wages, PF, ESI, bonus, leave/holiday, National holiday payment & all other payments to workmen shall be fulfilled by contractor. No separate payment shall be entertained other than deployed manpower rate.

11.0 FORCE MAJEURE

11.1 The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which no contractor has any control.

11.2 In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

12.0 ARBITRATION / CONCILIATION

12.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

12.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

12.3 The arbitration proceedings shall be held at Bhopal.

12.4 CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

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

**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

The Annexure-A together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GTC.

13.0 Benefits earmarked for Micro & Small Enterprises (MSEs)

13.1 Tender documents shall be issued free of cost & no EMD wherever called for will be insisted upon. MSE bidders shall submit along with bid relevant documents w.r.t. their respective MSE status as per extant norms. Date to be reckoned for determining the deemed validity will be the last date of Technical bid submission. Non- submission of such document will lead to consideration of their bid, at par with other bidders and MSE status of such bidders shall be shifted to Non- MSE supplier till the supplier submit these documents.

13.2 In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately. A quantum of 6.25% out of 25% quantity, so earmarked, will be reserved for MSE's owned by SC / ST entrepreneurs who submit their bid with relevant documents provided that in event of failure of such MSE(s) to participate in tender process or meet tender requirements and L1 price, 6.25% sub-target for procurement earmarked for MSE(s) owned by SC or ST entrepreneurs shall be met from other MSE(s). In case of indivisible tender the full quantity shall be awarded to L1.

13.3 Minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation.

13.4 If an enterprise falling under MSE category as defined in the MSMED Act 2006, graduates to a higher category from its original category or beyond the purview of the Act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprise for a period of three years from the date of such graduation to the higher category.

13.5 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (As per BHEL Format, where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

14.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation:-

To terminate the contract at its discretion at any point of time with one month notice period without assigning any reason thereof and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in any event of the followings:-



- a) Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
- b) In case of 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 agreement.
- c) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- d) Non-fulfilment of any contractual obligations.
- e) The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units.
- f) This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of 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 agreement.

15.0 ATTENDANCE RECORD OF CONTRACT WORKERS

"The contractor should maintain an Attendance Register against each work order in respect of the contract labours deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall at all the times of work, be available at the place of work/dept. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/terminated."

16.0 WAGE RECORD OF CONTRACT WORKERS

"The contractor should maintain a Wage Register against each work order in respect of the contract labourers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.

17.0 COMPLIANCE OF PF/ ESI DEDUCTIONS

"The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer's and employees' contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department."

18.0 ESI CARD BASED LABOUR ENTRY

"Only those workers shall be allowed entry into premises who have valid ESI card."

19.0 UNIFORM, SHOES Etc. FOR CONTRACT WORKERS

"In the first month of the execution of work order the contractor shall provide uniform, shoes etc. to his workers and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract."

**20.0 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:**

"In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the wellbeing of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor."

21.0 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR

"The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification / debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."


22.0 FIRST AND FINAL BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VI A & VI B: "Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any).

23.0 "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 thereof at BHEL factories/ officers 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/ Officers/ townships and premises/ Project Sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of **other permanent disability**: Rs.7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923".

24.0 In order to comply above clause 23.0, contractor may submit an undertaking (Annexure-IX) that, in case they bag the contract, they will fulfil the necessary condition w.r.t. insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover of the said amount for their workers. After issue of work order, the successful contractors will have to take insurance and submit documents before commencement of work. However, if otherwise clause 23.0 as above shall be applicable

Name & Signature of the bidder
(Seal)

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ANNEXURE-IX

Undertaking from the Contractor

I/we..... Hereby, undertake that in case I/we get the work order for cleaning at Pragati Deergha & Hostel-3, I/we will submit insurance cover for work force for conditions mentioned in clause 23.0 of “General Terms and Conditions (NIT: TEHRD202001)” before commencement of work.

Name & Signature of the bidder

(Seal)

**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.
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.
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:
- 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.
 - 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)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.

Sl No	Particulars	Amount
		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.

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. 3 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.

Format 2 to BHEL Conciliation Scheme, 2018

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO
CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

**Sub: Resolution of the Disputes through conciliation by Independent
Expert Committee (IEC).**

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

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018
FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

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

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor
Name, with designation
Date


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

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

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

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

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

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	STATUTORY COMPLIANCES (NIT: TEHRDC202001)	REV. 00

**STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY
FOR JOB / WORK / LABOUR CONTRACTS**

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
4. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate.

"It is certified that PF challans of the amount ----- pertains to my workers whose names are appearing in the wage sheet of the month ----- and these workers are engaged in ----- (type of work) against work order no. ----- in ----- (name of department)".

Signature of Contractor

PAYMENT OF WAGES

Contractor shall be responsible for making payment of wages through Bank before expiry of 7 days from the last day of wage period and submit the Digital Transfer receipt to the authorised representative of contract awarding dept. who shall record under his signature at the end of entries in the Register of wages in the following form

"Certified that the amount shown in column no. has been paid through Digital Mode on date".

Cash payment for any work is not acceptable.

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

SAFETY AND DISCIPLINARY ACTION

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.



2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.
4. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
6. Contractor shall fully comply provisions of various applicable labour laws.

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR


1. Contractor shall maintain neatly, completely and legible registers, records, reports and returns for inspection by various authorities at short notice.
2. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
3. Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F. / ESI and also to enable him to furnish information to Ministry and Labour dep't as required.
4. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS:

Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

Contract Labour (R&A) Act 1970 and rules 1971.

- Payment of Wages Act.
- Minimum Wages act 1948, M.P. Rules 1958
- Employees State Insurance Act 1948, Rules and regulations 1950
- Employees Provident Fund Act 1952 and Pension Scheme 1995
- Workmen's Compensation Act 1923
- M.P. Industrial Relations Act 1960.
- Factory Act 1948
- Maternity Benefit Act 1961
- Equal Emolument Act 1976
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Inter State Migrant Act.

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	STATUTORY COMPLIANCES (NIT: TEHRDC202001)	REV. 00

STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

STATUTORY REGISTRATIONS AND CLEARANCES – PRE-REQUISITES Contractor

shall commence the work only after obtaining:

1. Labour Licence
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers Form 13.

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

1. Employment card as per rule no 76 of contract labour(Regulation & Abolition) MP rules,1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holiday with written permission.
7. Obtain insurance cover for his employees/equipment, tools etc. & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept. representative.
14. Preferably Uniform to labours different from BHEL employees
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workman, should submit copy of standing orders.
2. Shall comply with the provisions of Factories Act.

ON COMPLETION OF WORK

Submit PF & inspection report

Notice of completion - Form 25 A(8).

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	PRICE BID (NIT: TEHRDC202001)	REV. 00

PART-II

Price Bid

Sub: Cleaning of Pragati Deerga & Hostel-3 in Piplani, BHEL Township.

SN	Description	Unit	Quantity	Per Day Rate (Excluding GST)	
				In Figure	In words
1	Cleaning of Pragati Deerga & Hostel-3 in BHEL Bhopal Township with FIVE Nos of workers as per scope of work and terms & conditions specified in NIT.	Day	303		
2	Total Value				
3	GST				
4	Gross Total				

Seal & Sign of Bidder