



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
TRACTION MOTOR MANUFACTURING DIVISION

To,

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

Date- 23.05.2023

Enquiry No: TXM / 2324 / MK / 02

OPEN TENDER ENQUIRY

Sub: - Enquiry for Works Contract for periodic & breakdown maintenance of milling heads on various machine tools of TXM (Block-9 & 2) & TAM (Block-2).

Dear Sir,

Sealed tender super-scribing the name of work, tender enquiry no. and due date is invited by the undersigned. Please submit your best possible quotation for the following work to be carried out in **TXM (Block-9 & 2) & TAM (Block-2)**.

Description of work : Preventive & breakdown maintenance of milling Heads on various M/c tools of TXM & TAM for one year.

SI	MACHINE	Heads(in no.)
1	Spindle for internal grinding	04 Nos.
2	Universal Milling Head of 5/A/2034 (Butler)	02 Nos.
3	Straight milling head of 5/A/2150 (K&R)	01 No
4	Universal Milling Head of 5/A/2057 (Butler)	02 Nos
5	Straight milling head of 5/A/2142 (Juaristi)	01 No
6	LRRA Milling Head of 5/A/2065 (Butler)	03 Nos
7	Universal milling head of 5/A/2065 (Butler)	01 No
8	Straight milling head of 5/A/2127 (Pegard)	01 No
9	Universal milling heads for 5/A/2071 (Butler)	02 Nos
10	LRRA Milling Head of 5/A/2116 (HMT)	02 Nos
11	Straight milling head for 5/A/2116 (HMT)	02 Nos
12	Straight milling head of 5/A/2114 (HMT)	01 No
13	LRRA Milling head of 5/A/2111 (Butler)	02 Nos
14	LRRA Milling head of 5/A/2064 (Berthiez)	02 Nos
15	Milling Head of – 26/A/2048 (WMW)	01 No

Total nos of head = 27 Nos

For better understanding, the **tenderer may visit BHEL Bhopal for understanding the nature of work of machines head before quoting if they desire**, on any working day before the last date for submission of tenders. Any plea against non-understanding of the job after **Work Order** placement shall not be entertained.

1. SCOPE OF WORK (PREVENTIVE MAINTANANCE)

NOTE: Preventive maintenance schedule for each milling head is once in every quarter

- a) The party will have to attend all the items in scope of work for proper lubricating, greasing, cleaning, abnormal noise, overheating, alignment, spindle play & runout, proper functioning of items etc. and take prompt corrective action for either standby or working on machine, on complaint basis.
- b) Assembly of rectified / repaired components on machine tools, trial run of machine.
- c) Breakdown maintenance works also covered in preventive maintenance if scope of repair / rectification is minor.
- d) Maintain standby milling heads as ready to work so that they can be used in case of major malfunctions in working milling head.
- e) Contractor shall maintain head wise logbook to enable BHEL for spares and work required

SCOPE OF WORK (BREAKDOWN MAINTANANCE)

- a) On receipt of intimation of mechanical breakdown of heads, the contractor will immediately attend the machine with their trained and qualified staff and repair the machine.
 - b) Reconstruction of broken teeth of bevel gear / spur gear / helical gears.
 - c) Reconstruction of splines of vertical and horizontal spindle.
 - d) Extraction by induction heating or other conventional methods for Jamming of chuck nut/bearing race, etc. as required.
 - e) Extraction of Milling tool jammed on arbour, correct / rectify / repair the same as required.
 - f) Tenon wear / breakage correction / rectification / repair as required and after assembly trial run. Spindle play, wear, and breakage repair / rectification as required and after assembly trial run.
 - g) Thread repair if required correction/repair / rectification.
 - h) Repair/rectification of bearing seizure as required.
 - i) Repair /rectification of T nut / Tenon wear, play, breakage as required.
 - j) Indexing hole rectification/repair as required locally as well as in jig boring in TGM.
 - k) Contractor will keep following records of the work.
 - i. All duly filled maintenance service requisition forms for the breakdown attended or being attended.
 - ii. Logbook should be regularly updated and signed by the supervisor at the shift.
- 1.1. As per shop's past experience, one item (Preventive or breakdown) on an average requires minimum 3 skilled workers team for its proper resolution. On an average generally BHEL shall call the contractor for both preventive & breakdown of machines. BHEL reserves the right to call the contractor on need basis also against production urgencies. Billing shall be done against actual hours duly vetted by concerned shop supervisor and executive.
- 1.2. All spares required during maintenance of the listed machines would be provided by BHEL. List of such spares, to be kept reserved by BHEL, has to be submitted by the contractor once the contract is awarded along with the budgetary price of the spare.
- 1.3. All tools required during maintenance have to be arranged by the party.

- 1.4. All available maintenance manual and technical information of the machine will be provided by BHEL.
- 1.5. **Contractor should have to depute sufficient no of skilled workers to cater the preventive / breakdown maintenance as & when required during the works contract.**
- 1.6. **The actual man-hours for preventive & breakdown maintenance shall be recorded in the log book maintained by the contractor and duly approved by the contracting officer and the same shall be booked for payment.**

FACILITIES

This is a works contract. All consumables like lubricants, Kerosene oil, cotton waste etc. will be supplied by BHEL during maintenance period inside our premises.

Crane facilities along with lifting tackles, trolleys, truck etc. will be provided if available, free of charges while working inside BHEL premises only.

- a) The total work will be limited to **4550 skilled hours.**
- b) The above work is to be carried out by **skilled operators. (ITI qualified workers / workers having minimum 3 years experience).**

The contractor will appoint sufficient no. of his own supervisors to organize and supervise the work being done by his employees in any shifts (if needed). Supervisors allocated for this contract need to be present and supervise the activities.

The above work should meet the requirement of the shop executive / supervisor.

The above work shall be normally done in 1st & 2nd shift. Work shall also be done in 3rd shift and on Sunday / Holidays as and when required.

Note: - The Above work should meet the technical requirement of the BHEL. Work should be carried out as per drawings, standards, procedures, laid down by BHEL, which may get revised as per requirement time to time. Party will be liable to follow drawings standards, procedures are in use at that time without any change in rates and terms and conditions of contract.

2.0 Price: Rate per hour for the above work shall be quoted in the enclosed prescribed format (Annexure-1) only, inclusive of PF, ESI, Contribution to labour welfare board, uniform & shoes charges, Gratuity as per BHEL Bhopal Contract Labour Cell. **Price shall be quoted excluding Bonus.** Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount **of Rs. 4.75 per hour (skilled labour).** Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.

- a) Quote exclusive of GST / other Govt. taxes as applicable.
- b) GST/ other Govt. taxes shall be extra as applicable.
- c) BHEL shall not incur any liability on this account. Offers with rates not received in the prescribed format shall not be considered for the above contract.

2.1 Rates shall be firm throughout the contract period.

2.2 The rate should be quoted both in words & figure. Following guidelines to be followed:

- 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 subtotal, the subtotal 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 (a) and (b) 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 line and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

2.3 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.

2.4 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder (s) or their representative (s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

2.5 The rate quoted by the party should take into account the prevailing minimum wages notified by the Contract Labour Cell BHEL, Bhopal. Tenderer are advised to contact BHEL Bhopal CLC-HR for latest statutory minimum wages. BHEL Recommended daily wages Effective from 01.04.2023 is Rs 457 for Skilled Worker.

2.6 All the documents being sent herewith should be returned back to us duly signed on each paper along with your offer. The general terms and condition being attached here with shall also form an integral part of contract agreement.

2.7 The party shall submit a photocopy of proof of independent ESI & PF code and valid Labour license.

3.0 Period: Period of completion of work shall be up to one year from date of award of work order.

4.0 EMD: Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The amount of earnest money deposit shall be **Rs. 6751/-**

4.1 Modes of Deposit:

The EMD may be accepted only in the following forms:

- i) Cash deposit as permissible under the extant Income Tax Act (before Tender opening)
- ii) Electronic Fund Transfer credited in BHEL account (before Tender opening)
- iii) Banker's cheque / Pay order / Demand draft, in favour of BHEL (along with offer)
- iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

In addition to above, the EMD amount in excess of Rupees Two lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

4.2 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.

4.3 EMD given by all unsuccessful tenderers shall be refunded.

4.4 EMD shall not carry any interest.

4.5 EMD of successful tenderer will be retained as part of Security Deposit.

For SAS jobs, other than R&M jobs, the maximum value of EMD as well as one time EMD in a Unit (for exemption from payment of EMD with each such tender in that unit) will be five lakhs.

5.0 Security Deposit:

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

The total amount of Security Deposit will be **3%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

5.1 Modes of deposit:

The balance amount to make up the required Security Deposit of **3%** of the contract value may be accepted in the following forms:

- i) Electronic Fund Transfer in favour of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) Fixed Deposit Receipt 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)
- iv) 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)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

5.2 Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

"Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT I contract, from the bills along with due interest "

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

5.3 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

5.4 The Security Deposit shall not carry any interest.

6. **TENDER FEE:** No Tender Fee is applicable.

7. **Quotations: -**

Firms are required to submit quotation in **Two part bid** system, in a sealed envelope superscribing: Tender Name, Enquiry No.& Due date of Opening, which shall contain the following only,

1. EMD
2. Copy of PF certificate.
3. Copy of ESI certificate.
4. Copy of Labour license.
5. Copy of PAN Card.
6. Quoted rate in the prescribed format.
7. Tender papers along with annexures duly signed and sealed.

8. Pre Qualifying Criteria :

SN	DESCRIPTION	REMARKS
1	<p>A) Only Experienced contractors/party/firm should quote who have experience of</p> <p>1) Executing similar maintenance work i.e. maintenance of milling heads of machine tools/ maintenance of lathe machines / maintenance of boring machines/ maintenance of vertical and horizontal boring machines/ maintenance of turret lathe/ maintenance of drilling machines or planner and shaper/ maintenance of general machine tools.</p> <p>Or,</p> <p>2) Machine retrofitting work/ reconditioning work/machine assembly/ fitting work</p> <p>Or,</p> <p>3) Any regular/allied works in shop floor of BHEL Bhopal.</p> <p>in last 7 years from the date of publishing of tender.</p>	<p>A) Contractor/Party/Firm will have to submit Work Order copy, against which similar work has been executed.</p> <p>Value of the Work Order shall as under</p> <p>1) Three successfully completed works as described in clause 'A' of description - costing not less than the amount equal to Rs 135027 each. OR</p> <p>2) successfully completed works as described in clause 'A' of description - costing not less than the amount equal to Rs 168785 each. OR</p> <p>3) One successfully completed works as described in clause 'A' of description - costing not less than the amount equal to Rs 270055 each.</p>
2	Performance of the works executed against the Work Order/ PO submitted by the contractor/Party/vendor against clause 1 shall be verified by BHEL at its discretion	<p>Contractor/Party/Vendor to produce:</p> <p>(1) In view of BHEL WO, work completion certificate duly signed by HR/CLC official in the name of DGM & above.</p> <p>(2) In case others WO, related performance certificate to be furnished.</p>
3	BHEL reserves the right to verify the details submitted above. On verification, if the information furnished above is found to be incorrect, the offer shall be rejected.	Vendor to confirm

9.0 Submission of Tender: Tender duly sealed is to be submitted latest by **11:00 AM** on **26.06.2023** in the specified box of tender room, Ground Floor, ADM Building, BHEL, Bhopal. Tender will be opened on the same date at **2:00 PM**.

10.0 Payment terms: Payment shall be made on completion of job. Contractor will have to get the job finally checked and cleared by shop in charge / shop supervisor, without this the job will not be considered as completed and billing will not be done (not even partial billing). Any disallowance of new tax credit with interest shall be recovered from contractor's bills when the disallowance is attributable to them.

- 10.1** Contractor to file GST returns and remit GST amount in time any loss of ITC to BHEL due to non-compliance by the contractor shall be recovered from the contractor. (as per **Annexure-4**).
- 10.2** Contractor to submit a copy of GST challan and an undertaking stating that GST returns disclosing all invoices raised on BHEL has been filed on time along with bills claiming payments. (As per **Annexure-4**).
- 10.3** Payment shall be made on half yearly basis after successfully completion of service visits by contractor, as per the prevailing norms of BHEL and shall be released within 45 days in case of MSME and 60 days in case of others after submission of the bills, with meeting all formalities in advance. Any disallowance of tax credit shall be recovered from contractor's bill when disallowance attributed to him. Firm shall submit their clear & legible bills (in duplicate, duly verified by concerned engineer through Measurement book.
- 10.4** Contractor 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. to their personnel. Wages shall be paid to workers through bank account.
- 10.5** TDS under Income Tax Act shall be deducted as applicable from Contractor's bill.

11.0 Material & Handling: Tools & Consumables will be provided by BHEL.

12.0 Safety: Safety of the worker deployed by you shall be entirely your responsibility. Necessary equipment for safe working viz. shoes, uniform, gloves, helmet etc. has to be provided by the contractor. You will have to produce medical Fitness Certificate of each worker provided by you against this work order, on demand by the representative of safety Officer / Chief Inspector of Factory, Govt. of M.P. Contractor has to follow HSE Safety Guidelines **Annexure 6**.

13.0 Dispute: Dispute, if any

- a) Shall be confined to judicial Court of Bhopal only or
- b) as per BHEL CONCILIATION SCHEME, 2018.

14.0 Penalty:

Penalty clause shall be applicable as 0.5% (1/2 percent) per week of the contract value. The penalty shall be deducted if the breakdown works lingers beyond reasonable period (one week max). The maximum amount of penalty shall be 10% of the contract value. GST on penalty shall be charged extra.

15.0 Compensation:

- 15.1** BHEL Bhopal shall not be liable for any compensation what so ever, in the case of accident/ injury to the personnel employed by contractors working in the premises of BHEL Bhopal.
- 15.2** Contractor will indemnify and compensate BHEL for any loss due to their Workmen / representatives negligence or otherwise during execution of the work.
- 15.3** BHEL reserve the right to revoke the contract at any time at any stage if it is found that the complaints are not promptly attended or there is deliberate negligence on the part of contractor or our equipment are pilfered/ tempered or any other reason what so ever.
- 15.4** In case of any incidence/accident minor or fatal due to any reason, of contract worker, it will be total responsibility of contractor or his supervisor. BHEL Bhopal management will not be responsible in any case.

15.5 COMPENSATION IN CASE OF DEATH/PERMANENT IN CAPACITATION:

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 (ref. Corporate HR circular no. 016/WLX/2018):

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repair & maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/offices/townships and premises/project sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from loss of both limbs: Rs.10,00,000/- (Rupees Ten Lakh).
 - (ii) In the event of other permanent disability: Rs.7,00,000/- (Rupees seven lakh).
- d) Permanent disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2(l) of the employee compensation Act, 1923.
- e) In order to comply above clause 13.5 contractor may submit an undertaking (Annexure-5) 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 for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his works before submission of his first running bills, however if otherwise Clause 13.5 as above shall be applicable.

16.0 General Responsibility of the Contractor: Firm should maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise:

- a) Measure of work (or attendance) for which worker is entitled for wages.
- b) Wages sheet.
- c) PF and ESI deduction from each worker.
- d) PF and ESI contribution by contractor's firm.
- e) Whether salary slip received
- f) Signature of worker on revenue stamp of wage sheet.

17.0 Abandoning of work: In the event of contractor abandoning the work, or BHEL revoking the contract BHEL reserves the right, to get the unfinished work completed at sub-contractor's risk and cost.

18.0 Statutory requirements: Contractor shall be responsible for fulfillment of all prevailing statutory requirements and conditions mentioned in enquiry and **Annexure-2 & 3**, and not limited to only following (a) Factory Act 1948. (b) Provident Fund 1952 (c) Employee insurance Act 1952. Annexure- 2 & 3 form integral part of the contract.

The contractor shall ensure payment of statutory prescribed minimum wages as well as additional wages recommended by CLC, BHEL, Bhopal. Contractor shall produce PF and ESI payment proof while claiming respective monthly bill as per **Annexure-3** statutory requirement. Contractor should comply and follow all prevailing Industrial / Labour laws / Govt. laws including amendments from time to time.

19.0 Rights of BHEL:

- a) The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL Bhopal or any of its units.
- b) If the tender furnishes wrong information in his offer, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the security deposit.
- c) BHEL reserves the right to cancel or short close the contract any time without assigning reason thereof.
- d) Flow of work may be irregular. BHEL will not consider any compensation on account of this.
- e) Total No. of complaints mentioned in work order may be reduced at any point of time till completion of the work order. Party cannot claim any compensation on this ground or can't ask to offer, quantity mentioned in NIT.
- f) Scope of work is indicative only and may be changed as per requirement of department.
- g) In the event of failure to carry out the work assigned under the up-keeping contract to the satisfaction of BHEL, company reserves the right to get the work done through the alternate sources at the cost and risk of the contractor.

To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor performance of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit / other dues in addition to any other action that may be taken.

20.0 Agreement: The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper of appropriate value. The cost towards agreement shall be borne by the firm. Agreement should be submitted within 7 days from date of placement of work order.

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 submitting tender form by 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."

19.1 A tenderer stands disqualified if any of his relatives are working in contract issuing division/ product/ functional group.

*Relations means and includes:

- a) Husband/ Wife
- b) Father
- c) Mother (including step-mother)
- d) Son (including step-son)
- e) Son's wife
- f) Daughter (including step-daughter)
- g) Father's father
- h) Father's mother
- i) Mother's mother
- j) Mother's father
- k) Son's Son12. Son's son's wife
- l) Son's daughter
- m) Son's daughter's husband
- n) Daughter's husband
- o) Daughter's son
- p) Daughter's son's wife
- q) Daughter's daughter

- r) Daughter's daughter's husband
- s) Brother (including step-brother)
- t) Brother's wife
- u) Sister (including step-sister)
- v) Sister's husband

22 FORCE MAJEURE

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to proceedings of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control. The party expected to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the incident of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding the above provisions, BHEL shall reserve the right to cancel the contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If considered necessary, BHEL may takeover partially processed work at a mutually agreed price.

23 Bid correction, overwriting

"Bid should be free from correction, overwriting, using corrective fluid etc. any interlineation, cutting 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"

Encl.

1. Prescribed format for Quoting (Annexure-1)
2. General Terms & Condition of BHEL Bhopal (Annexure-2)
3. Instruction to contractor for statutory compliance (Annexure-3)
4. GST Details (Annexure-4)
5. Undertaking by Contractor for Clause 13.5 (Annexure-5)
6. HSE Safety Guidelines (Annexure-6)
7. Undertaking for non family relation by contractor (Annexure-7)
8. Conciliation Proceedings (Annexure –8)
9. EFT format (Annexure –9)

Manoj Kumar Chaudhary
Dy Manager / TXM

ANNEXURE - 1



TXM DIVISION
PRESCRIBED FORMAT FOR QUOTING
Enquiry No: TXM / 2324 / MK / 02

SUB: - Enquiry for Works Contract for periodic & breakdown maintenance of milling heads on various machine tools of TXM (Block-9 & 2) & TAM (Block- 2) on complaint against requirement basis.

SI No	ACTIVITY / DESCRIPTION OF WORK	TOTAL SKILLED MAN HOURS	RATE PER MAN HOUR Rs (in figure)	RATE PER MAN HOUR Rs (in words)
1	Preventive & breakdown maintenance of milling heads of all listed machines in enquiry. Detailed scope of work has given in enquiry no TXM / 2324 / MK / 02 dated	The total skilled MAN hours shall be limited to 4550 hrs.		

Note:

1. Per complaint minimum three (03) items to be attended for preventive or breakdown maintenance as per shop requirement.
2. A complaint may involve multiple visits over several days against assessment and actual problem solving.
3. Rate per man-hour (exclusive of GST / other Govt. taxes as applicable) shall be quoted for the above work in the enclosed prescribed format only.
4. The rate should be quoted both in words & figure. In case of discrepancy the value in words will be Considered final.
5. Any loss / delay of credit to BHEL due to the reason attributable to the contractor shall be recovered from them along with applicable interest.
6. Price shall be quoted excluding Bonus. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contract and shall be restricted to the amount of Rs. 4.38 per hour (skilled labour). Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.

Name & Signature of the bidder
(Seal)

Annexure- 2

GENERAL TERMS AND CONDITIONS FOR INVITING TENDERS

1. Definitions:

a) "Company or Corporation" shall mean Bharat Heavy Electricals Limited having its registered office at New Delhi and includes a duly authorized representative of the company/Corporation or any other person empowered in this behalf by the company or Corporation to discharge all or any of its functions.

b) "Accepting Authority" shall mean the Head of the TPTN Tooling Division or any other person authorized by him.

c) "The contract" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd. Bhopal and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.

d) The "Contractor" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.

e) The "Contract sum" shall mean the lump sum for which the tender is accepted.

f) A "Day shall mean a day of 24 hours from midnight" to midnight irrespective of the number of hours worked in that day.

g) A week shall mean seven days without regard to the number of hours worked in any day in the week.

h) The "work" shall mean the work to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted work or temporary and urgent work as required for performance of the contract.

i) Engineer-in-charge shall mean the Engineering officer appointed by the Accepting Authority, who shall direct, supervise and be in-charge of the works for purpose of this contract.

SCOPE AND PERFORMANCE :

2. Contract Documents

The contractor shall be furnished, free of charge, two certified true copies of the contract documents. He shall keep one Copy of this document on the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representatives or by other Inspecting officers.

2.1 None of the document shall be used by the contractor for any purpose other than that of this contract.

2.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1823, applies to them and shall continue so to apply even after the execution of such work under the contract.

3. Work to be carried out :

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, replacement of parts which may be required for full and entire execution and completion of the work.

3.1 The contractor shall have his own tools & tackles, instruments, consumables etc. required for the execution of work to the entire satisfaction of Engineer-in-charge.

3.2 Decision to replace or repair the worn out part shall be mutual on consent of the Engineer-in-charge or his any representative and the contractor. In the event of any controversy the decision of the Accepting Authority shall be final and binding.

4 INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He may get information regarding nature of defects but this shall not be the basis of quotation unless specified so. He shall himself, assess the requirement of material, replacement of worn out components, repairs, contingencies and other circumstances which may affect or influence his tender. No extra charges on any misunderstanding or otherwise shall be allowed.

5. SUFFICIENCY OF TENDER :

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall, except as otherwise provided, all obligations under the contracts and all matters and things necessary for the proper completion and maintenance of the work.

6. DISCREPENCIES AND ADJUSTMENT OF ERRORS:

The several documents forming the contract are to be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any commission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These are according to drawings and specification or from any of his obligation under the contract.

7. TIME AND EXTENSION FOR DELAY:

The time allowed for execution, which shall be mutually agreed between the BHEL and the contractor and mentioned in the work order, along with these conditions shall be of the essence of the contract. The execution of the work shall commence from the 15th day after the date on which the Engineer-in-charge issues written order to commence the work on from the date of handing over the plant whichever is later unless specified otherwise elsewhere. If the contractor, commits default in commencing the execution of the work as aforesaid, company/corporation shall without prejudice to any other right or remedy be at liberty to cancel the order.

7.1 As soon as possible after the contract is concluded, the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of the work. It shall indicate the forecast of the dates of commencement and completion of various activities to be done for completion of the work as per contract. This may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract document and further to ensure good progress during the execution of the work. The contractor shall in all cases in which the time allowed exceeds one month complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

7.2 If the work be delayed due to:

- a) Force majeure or
- b) Serious loss or damage by fire or
- c) Delay on the part of other contractor or company/corporation in executing work not forming part of contract or
- d) Non-availability of stores which are the responsibility of Company / Corporation to supply or
- e) Any other causes which in the absolute discretion of accepting authority is beyond contractor's control.

Then upon the happening of any such delay the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

7.3. Request for extension of time to be eligible for consideration shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.

7.4. The accepting authority may give a fair and reasonable extensions of time for completion of work, such extension shall be communicated to the contractor by the Engineer-in-charge in writing within the month of the date of the receipt of such request.

8. Contractor's Labour/Worker while working inside BHEL Premises

8.1. The contractor shall engage sufficient staff of the quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ indirectly or through subcontractor any staff whatsoever. Written consent of the contractor in this behalf has to be incorporated in to the offer or otherwise is liable to be rejected.

8.2 The contractor shall furnish to the Engineer-in-charge a complete list of the persons engaged on the work giving the following details.

(a) Name (b) Age (c) Trade

Change over subsequently if any, shall be furnished by the contractor to the Engineer-in-charge.

8.3. The contractor shall comply with the provision of the payment of wages Act, 1936 Minimum Wages Act 1949, Employees Liability Act 1938. Workmen's compensation Act 1923, Industrial Dispute Act, 1947, Maternity act 1961 or any modification thereof or other rules relating their to and rules and regulations from time to time.

8.4. The contractor shall indemnify to the company /corporation against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right claim indemnify from his subcontractors.

8.5. The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-charge, in respect of all worker directly or indirectly employed for the work and shall provide all facilities to make arrangements and

provide necessary facilities in connection there with. In case the contractor fails to make arrangements and provide necessary facilities the Engineer-in-charge shall be entitled to do so and recover the cost there of from the contractor.

8.6. The contractor shall not any time do, cause or permit any nuisance on the work site or do anything, which shall cause unnecessary disturbance or inconvenience to other workers.

8.7. The contractor shall either himself supervise the execution of the work or shall appoint competent man approved by the Engineer-in-charge to act on his behalf.

8.8. No work shall be carried out during night, factory weekly off and public holidays without the prior written permission of Engineer-in-charge.

9. Inspection and Approval

9.1. All work embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready.

9.2. No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid, if required by Engineer-in-charge he shall uncover such work at contractor's own expenses.

9.3. Company/corporation officers concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

10. COMPENSATION FOR DELAY:

10.1. If the contractor fails to maintain the required progress in terms of work order or to complete the work and clear the site on or before the contract or extended date or period of completion, he shall without prejudice to any other right or remedy of the company on account of such breach pay as agreed compensation amount calculated as stipulated below:-

(a) 1/2 (half) percent per week subjected to maximum of 10 percent of contract value.

11. PAYMENT TERMS:

The maximum amount of the LD shall be 10% (Ten Percent) of the Contract Value.

12. Cancellation of contract in full or part -if the contractor,

a) At any time make default in proceeding with the work with diligence and continues to do so after a notice of 7 days in writing from Engineer-In-Charge, or

b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy in within 7 days after a notice in writing is given by Engineer-In-charge in that behalf of, or

c) Shall after or give or agree to give to any person in M/S BHEL Bhopal service or to any other person on his behalf any gift or consideration of any kind as on inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for the company/corporation or

d) Shall obtain a contract with the company/or corporation as a result of ring tendering or other non- bonfire methods competitive tendering the accepting authority may without prejudice to any other right to remedy can cancel the contract in full or part.

e) In case the contractor abandons the work in between, the company without prejudice to any other right or remedy be at liberty to get the unfinished work completed at the risk and cost of the contractor/reconditioning agency.

13. ARBITRATION AND LAW

Except where otherwise provided for the contract, all questions and disputes relating to the meaning of the specification, designs, drawings and instructions here in before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if the General Manager, is unable or unwilling to act to the sole arbitration, some other person appointed by the General Manager willing to act as an such arbitrator, there will no objection if the arbitrator appointed is an employ of BHEL and that had to deal with the matters to which the contract relates " and that in the course of his duties, as such he had expressed in the course of his duties, as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all case where the amount of the claim in dispute is RS. 50,000/-the claim in dispute is Rs.50, 000/-(Rupees Fifty Thousand only) and above, the arbitrator shall give reason for the award.

Subject as aforesaid the provision of the arbitration and conciliation Act 1996, or any statutory modification/reconditioning or re-enactment thereof and the rules made there under, and for the time being in forces shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of such dispute. The arbitrator (s) may from time to time will consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall if reasonably possible continue during the arbitration proceedings and on payment due or payable, to the contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date the issues notify to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of such dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitration shall be final, and binding on all parties to this contract.

14. **JURISDICTION**: The jurisdiction in all cases shall be at Bhopal. Indian laws shall be applicable on all the statutory matters

15. SECURITY DEPOSIT

- a) The contractor shall permit the company at the time of making any payment to him for the work done under the contract to deduct such amount as will along with the E/M already deposited amount as per the prevailing rules of BHEL
- b) Refund of Security Deposit - The security deposit refundable to the contractor worked out on the basis of the value of work completed shall be refunded to the contractor on the Engineer-in-charge certifying in writing that the work has been completed as per work order.

Thanking You

Yours faithfully

Dy Manager (TXM)
For B.H.E.L. Bhopal



ANNEXURE - 3

INSTRUCTIONS TO CONTRACTORS FOR STATUTORY COMPLIANCES

- ❖ 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.
- ❖ 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
- ❖ 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.
- ❖ 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.
- ❖ Contractor shall obtain Police Verification of all his workers.
- ❖ Contractor shall submit following Certificate for each contract separately.
- ❖ " 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

- Ø Contractor shall be responsible for making payment of wages in bank account of worker through Bank/Cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorised representative of contract awarding deptt. & representative of HR who shall record under his signature at the end of entries in the Register of wages.
- Ø 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

- Ø 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.
- Ø Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- Ø 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 advise of Contracting officer.
- Ø 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
- Ø 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.
- Ø Contractor shall fully comply provisions of various applicable labour laws



RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

- Ø Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
- Ø 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.
- Ø 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 deptt. as may be required.
- Ø 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

- Ø 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
- Shop & establishment Act 1958
- .. Inter State Migrant Act.



STATUTORY INSTRUCTIONS TO CONTRACTOR

(To be ensured by contracting dept.)

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

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 in form 13

2.0 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 holidays with written permission.
7. Obtain insurance cover for his employees/equipments, 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

Annexure 4 – (GST)

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon**
 - a. All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - b. Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
 - c. Receipt of goods/services and Tax Invoice by BHEL and
 - d. Confirmation of payment of GST thereon by contractor on GSTN portal
 - e. 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. Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
4. In case GST 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 GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

5. Reverse Charge under GST

5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods 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 condition specified in GST Law.

6. Liquidated Damage/Penalty

Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

7. Tax Deduction at source

TDS will be deducted from contractor's bill under Income Tax Act and GST Act.

Annexure -5

Undertaking from the Contractor

I/WE

Hereby, undertake that in case, I/We get the work order for various operations in TXM shop, I/we will submit insurance cover for work force conditions mentions in clause 13.5 of NIT before submission for first running bill.

Name & Signature of the bidder

Seal

“Safety and Environment Obligations”

1. Rules To Be Observed, (while inside BHEL premises) :
 - i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
 - ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
 - iii) No workmen shall enter BHEL in inebriated condition.
 - iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.
2. **SAFETY :**
 - i) No workman shall be below the age of 18 years on the date of starting work in BHEL. Neither shall any contract worker be above 60 years of age during the entire period of contract.
 - ii) For any skilled / semi-skilled work, notarized copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished.
 - iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
 - iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
 - v) Contractor shall submit proof of crane operator having undergone training for operating the crane. Or that he is sufficiently/adequately skilled and/or experienced in operation of the said crane. This has to be in accordance of Factories Act Rule 62(3) which states “No person under 18 years of age and no person who is not sufficiently competent AND reliable shall be employed as driver (**meaning : operator**) of a lifting machine (**meaning : crane**) whether driven by mechanical power (**meaning Fork lift truck, mobile crane**) or otherwise (**meaning : JIB crane, Mono-rail/Goliath/semi-goliath crane, EOT Crane, Hoist, Lift**) , or to give signals to driver (**meaning : slinger**)
 - vi) For slingers employed by contractor, the minimum educational qualification shall be 10th pass .
 - vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award

of work order, it is found that Contractor's workmen are working without the required PPEs, BHEL reserves the right to terminate the contract OR to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.

viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc as relevant and mandatory for adequate safety of personnel. For other consumable nature of PPEs also, such as masks, ear-buds, muffs gloves, inspection at workplace by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.

ix) For items which are relevant with safe performance of work at workplace, on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.

x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.

xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

3. ENVIRONMENT:

i) For any Chemicals , Paints or oils etc that the contractor may be required to be bring inside factory, the empty drums, containers etc shall be taken out through gate no-9 under intimation to AGM concerned of the department where work is carried out. OR will be deposited at SDX through concerned department, against SDN.

ii) No oil, effluent or chemical etc shall be drained in the drains or water pools inside factory.

4. HEALTH

i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL .

ii) For crane operators Medical certificate with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor(MBBS Ophthalmology).

iii) All hired/on-contract crane operators shall be got verified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.

iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases or diseases like TB, Asthma, Leprosy etc.

v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate (of current date) of Physical Fitness from a registered Medical doctor mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice. The permission for such exception may be granted after due consideration by an official not lower than AGM(HOD).

vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks etc, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.

vii) The contractor shall follow the Permit system for all dangerous operations as governed under Factories act and State Rules

5. ROAD SAFETY :

i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers, or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.

ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for light commercial vehicles.

iii) Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the contractor.

6. GENERAL SAFETY ASPECTS : All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL Bhopal factory:

a) BHEL's HSE policy shall be honored at all times.

b) PPEs shall be used as required at the work-place

c) No unsafe act shall be indulged-in, by the workmen.

d) Special written permission for working at heights shall be obtained by contractor.

e) Medical clearances as required for work shall be submitted before start of work.

f) While working at any machine tool area/dangerous operation, BOTs, Cranes etc mobile phone usage is not allowed.

- g) No loose clothings like shawls, mufflers, dupatta etc should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence .
 - h) Smoking & consumption of intoxicating substances is prohibited at all times inside factory.
 - i) No make-shift arrangements shall be made for any engineering shop-floor work .
 - j) Compressed air shall not be used for area or personal cleaning/de-dusting.
 - k) All stipulations of the Factories Act shall be honored and observed by contractor's workmen.
7. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on :
(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery ,Process)
- 7.1 Revolving Machinery
 - 7.2 Pressure Vessels
 - 7.3 Lifting Devices
 - 7.4 Power Presses
 - 7.5 Work at heights
 - 7.6 Any confined space
 - 7.7 Electrical Equipment
 - 7.8 In the vicinity of other hazardous process/machinery

To be signed by contractor

(as proof of having read & agreed for compliance)

Annexure 7

Undertaking from the Contractor

I/WE Hereby,

undertake that none of my relations are working in that product/functional group. BHEL can be debarred me from consideration if any of my relations is working in the product/functional group in which the contract is being issued to me.

Name & Signature of the bidder
(Seal)

Annexure “8”
PROCEDURE FOR INCORPORATION OF MODEL CONCILIATION CLAUSE
FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER BHEL
CONCILIATION SCHEME, 2018

1. The following Model Conciliation Clause along with its Annexure & Appendices thereto is to be incorporated in the General Conditions of Contract of the Unit/Division/Region/Business Group for vendors/supplier/subcontractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., by all the Units/Divisions/Regions/Business Group.
2. For existing Contracts where specific clause for Conciliation is not provided, this Scheme may also be made applicable with the approval of the concerned Head of Unit/Division/Region/Business Group, subject to the agreement of the other party in terms of Para A4 or A5 of the BHEL Conciliation Scheme, 2018 as the case may be.
3. Accordingly, for existing Contracts/MoUs, the Model Conciliation Clause along with its Annexure & Appendices thereto shall be made available to the vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., for their consent. Upon consent being received, the Contract/MoU shall be amended as per Paras A4 or A5 of the BHEL Conciliation Scheme, 2018 accordingly and steps be taken for initiation of Conciliation for settlement of disputes in terms of the BHEL Conciliation Scheme, 2018.

MODEL CONCILIATION CLAUSE FOR CONDUCTING 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 (delete whichever is inapplicable), 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----- to this GCC.

The Annexure ----- together with it's 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 GCC.

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

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

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.*

ANNEXURE "9"

Ref: TAM/WC/2022-23/ASSEMBLY & DISPATCH

FORMAT FOR (EFT) ELECTRONIC FUND TRANSFER

1. Name of the Contractor/ Firm (Max 60 char)
.....
2. Account No (Max 17 char)
3. Name of the bank, branch, city (Max 60, 40 and 20 characters respectively)
.....
.....
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.

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

7. E-Mail Address (Max 40 char)
.....
8. Details of TIN No. (Max 11 char)
.....

Authorized signatory with name & seal