

602491/2021/HEP-TXM20500



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL  
TRACTION MOTOR MANUFACTURING DIVISION**

To,

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

Date- 20.12.2021  
Enquiry No: TXM / 2122 / 17

**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) on complaint against requirement basis.**

Dear Sir,

**Sealed tender (Two Part BID)** super-scribing the name of work, tender enquiry no. and due date is invited by the undersigned. Please submit your best possible lowest 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 No	MACHINE	No. Of Heads
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 Nos
----	-----------------------------------	--------

**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**

- 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**.
- Assembly of rectified / repaired components on machine tools, trial run of machine.
- Breakdown maintenance works also covered in preventive maintenance if scope of repair / rectification is minor.
- Maintain standby milling heads as ready to work so that they can be used in case of major malfunctions in working milling head.
- Contractor shall maintain head wise logbook to enable BHEL for spares and work required

#### SCOPE OF WORK (BREAKDOWN MAINTANANCE)

- 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.
  - Reconstruction of broken teeth of bevel gear / spur gear / helical gears.
  - Reconstruction of splines of vertical and horizontal spindle.
  - Extraction by induction heating or other conventional methods for Jamming of chuck nut/bearing race, etc. as required.
  - Extraction of Milling tool jammed on arbor, correct / rectify / repair the same as required.
  - 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.
  - Thread repair if required correction/repair / rectification.
  - Repair/rectification of bearing seizure as required.
  - Repair /rectification of T nut / Tenon wear, play, breakage as required.
  - Indexing hole rectification/repair as required locally as well as in jig boring in TGM.
  - Contractor will keep following records of the work.
    - a) All duly filled maintenance service requisition forms for the breakdown attended or being attended.
    - b) 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 for 4 hours for its proper resolution. On an average generally BHEL shall call the contractor if 3 Nos items (out of 27 items) are accumulated for maintenance (both preventive & breakdown). BHEL reserves the right to call the contractor on

602491/2021/HEP-TXM20500

- need basis against production urgencies. Billing shall be done against actual hours duly vetted by concerned shop supervisor and executive.
- 1.2. A complaint may involve multiple visits over several days against assessment and actual problem solving.
  - 1.3. 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.
  - 1.4. All tools required during maintenance have to be arranged by the party.
  - 1.5. All available maintenance manual and technical information of the machine will be provided by BHEL.
  - 1.6. **Contractor should have to depute sufficient no of skilled workers to cater the preventive / breakdown maintenance as & when required during the works contract.**
  - 1.7. **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.

- The total work will be limited to **2880 skilled hours**.
- 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 1<sup>st</sup> & 2<sup>nd</sup> shift. Work shall also be done in 3<sup>rd</sup> 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. 4.38 per hour (skilled labour)**. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.

- Quote exclusive of GST / other Govt. taxes as applicable.
- GST/ other Govt. taxes shall be extra as applicable.
- 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 01.10.2021 is Rs. **Rs 424 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 **31/12/2022.**

**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. 3951/-**

#### **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)

**602491/2021/HEP-TXM20500**

- 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 Rs. 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. Pre Qualifying Criteria :**

SN	DESCRIPTION	REMARKS
1	<p>A) Only Experienced contractors/party/firm should quote who have Experience of 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 etc. <b>in last 7 years ending last date of the month previous to the one in which applications are invited.</b></p> <p><b>B) Average annual turnover for the last 3 financial years ending on 31.03.2021 should be minimum Rs 59262 only)</b></p>	<p>A) Contractor/Party/Firm will have to submit Work Order copy, against which similar work has been executed.</p> <p><b>Value of the Work Order shall as under</b></p> <ol style="list-style-type: none"> <li>1) Three successfully completed maintenance works costing not less than the amount equal to <b>Rs 79016</b> each. <b>OR</b></li> <li>2) Two successfully completed maintenance works costing not less than the amount equal to <b>Rs 98770</b> each. <b>OR</b></li> <li>3) One successfully completed maintenance works costing not less than the amount equal to <b>Rs 158032</b> each.</li> </ol> <p>B) Contractor/Party/Firm will have to submit <b>profit &amp; loss account paper copy</b>, cash flow statement in support of average annual turnover for the last 3 financial years ending on 31/03/2021.</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	Contractor/Party/Vendor to produce: (1) In view of BHEL WO, work completion certificate duly signed by HR/CLC official in the name of DGM & above. (2) In case others WO, performance certificate & TDS certificate of the concerned year to be furnished.
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

### **8.0 Quotations: -**

Firms are required to submit quotation in **TWO PART BID** system, in a sealed envelope super scribing: Tender Name, Enquiry No.& Due date of Opening, which shall contain the following only,

1. EMD
2. Copy of PF certificate.

**602491/2021/HEP-TXM20500**

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.

- 9.0 Submission of Tender:** Tender duly sealed is to be submitted latest by **11:00 AM** on **27.12.2021** 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 equipments 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:**

602491/2021/HEP-TXM20500

- 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 INCAPACITATION :**

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 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 asks 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.

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)

Ranjeet Kumar Jaiswal  
Engineer / TXM

602491/2021/HEP-TXM20500



## TXM DIVISION

## PRESCRIBED FORMAT FOR QUOTING

Enquiry No: TXM / 2122 / 17

REV : 00

## ANNEXURE - 1

**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 Rs (in figure)	RATE PER MAN HOUR Rs (in words)	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/2122/17 dated .....	The total skilled MAN hours shall be limited to 2880 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.
- 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.
- 6

Name & Signature of the bidder  
(Seal)



## ANNEXURE – 2

### **GENERAL CONDITIONS OF CONTRACT:**

#### **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 authorised Officers or its Engineers or other employees authorised to deal with any matters with which these persons are concerned on its behalf
- 1.2 **'CONTRACTOR' or 'FIRM'** shall mean the individual, firm or Company who is providing the services and shall include their executors, administrators, successors and permitted assigns
- 1.3 **'CONTRACT' or 'CONTRACT DOCUMENT'** shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL.
- 1.4 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 and incorporated in the work order
- 1.5 **'TENDER DOCUMENTS'** shall mean Instruction to tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.6 **'LETTER OF INTENT'** shall mean the intimation by a letter / email / 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.
- 1.7 **'APPROVED, DIRECTED or INSTRUCTED'** shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.8 **'WORK' or 'CONTRACT WORK'** shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.



**2.0 Official secret act:** The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

**3.0 Mode of communications :**

Generally, all communications, references etc. shall be delivered through email, fax /letter 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 of communication in advance.

As per the nature of work which shall necessarily include:

1. The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor. In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, it will be brought to HIS notice first to rectify the deficiency/ anomaly within specified time( specify time) failing which BHEL reserves the right to impose the specified penalty (specify the quantum of penalty in the contract) in the and/or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
2. Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days notice in writing to the contractor.
3. The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.



**IMPORTANT :**

**1. Attendance record of contract workers** - "The contractor should maintain an Attendance Register against each work order in respect of the contract labourers 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/deptt. 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."

**2. 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."

**3. 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."

**4. ESI card based Labour Entry** - "Only those workers shall be allowed entry into Factory premises who have valid ESI card."

**5. Uniform, shoes & helmet for contract workers**- "In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet 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."

**6. Supervision of Contractor labour**- "The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor's personal responsibility."

**7. Contract labour accidents while at work**:—"In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being 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."

**8. 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."

- Contractor has to 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.
- Employees or any other third party are prohibited from chasing, influencing or interfering in the Work Order process at any stage, right from the proposal to offload the work to final bill payment of the contractor.
- 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.

\*Relations means and includes:

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife



18. Daughter's daughter
19. Daughter's daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband

• In case any complaint is received, it shall be forwarded to the contracting department and if the same is substantiated, following action may be taken:-

1. Warning to the contractor
  2. Administrative/disciplinary action against the employee
  3. Termination of contract
  4. Disqualification/debarring from all future contracts
- The contracting authority may ensure that appropriate clause is inserted in the GTC. "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."
- Such instances of employee attempting to influence the tender process shall be reported to Vigilance Department/CLC for administrative/disciplinary action.

In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.

#### **9. 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). "

#### **10. Force Majeure :**

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 occurrence 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 claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence 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 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 deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.



### ANNEXURE - 3

#### **INSTRUCTIONS TO CONTRACTORS FOR STATUTORY COMPLIANCE**

- ❖ 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 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



602491/2021/HEP/TXM20500

10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL, in the presence of concerned dept representative/ through bank account
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

### **3.0 PAYMENT OF WAGES ACT**

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

### **4.0 ON COMPLETION OF WORK**

- Submit PF & inspection report.
- Notice of Completion- Form 25 A (8).



60249112021 HEP-TXM20500

**CONFIRMATION LETTER FROM CONTRACTOR**

27/38

Name of the firm :

Date :

Kindly confirm that there is none of the relations\* given below is working in Transportation Division (TPTN). If at any stage during execution of work the information is found false , the contractor will be issued notice of termination of contract.

\*Relations means and includes:

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband

I confirm that none of my relation as mentioned above is working in TPTN group.

Signature and seal of contractor



## **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.

### **ARBITRATION AND LAW:**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be \_\_\_\_\_ in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of \_\_\_\_\_ Courts.

**Annexure 4**

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:-**
  - 2.2.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
  - 2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
  - 2.2.3 Receipt of goods/services and Tax Invoice by BHEL and
  - 2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal
  - 2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
  - 2.2.6 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/ leivable on BHEL.

**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 leivable 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.

**Liquidated Damage/Penalty**

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

**Tax Deduction at source**

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

## 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 mentioned in clause 13.5 of NIT before submission for first running bill.

Name & Signature of the bidder

(Seal)

**Annexure - 6****"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)