

**NIT No. : TGM/WC/21-22/01**  
**DATE: 15.07.2021**

**FOR**

**WORKS CONTRACT FOR VARIOUS OPERATIONS IN GEARS &**  
**PINIONS IN TGM**  
**AT**  
**BHEL, BHOPAL**

# **TECHNICAL BID**

## **CONTENTS:**

- 1.0 INSTRUCTIONS TO TENDERERS
- 2.0 ANNEXURE 1 TO 9
- 3.0 CURRENT STATUTORY MINIMUM WAGES
- 4.0 PRICE BID



**TOOL & GAUGE DIVISION**  
**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)  
B H O P A L - 4 6 2 0 2 2 (M. P )

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	<b><u>DETAILS OF THE FIRM</u></b>	Rev.-00
<p>1. Name of the firm : _____</p> <p>2. Address of the firm : _____</p> <p>3. Name of the contact person : _____</p> <p>4. Correspondence address : _____</p> <p>5. Phone &amp; FAX No., Email ID : _____</p> <p>6. Year of establishment of the firm : _____</p> <p>7. PF Registration No. : _____</p> <p>8. ESI Registration No. : _____</p> <p>9. PAN Card No. : _____</p> <p>10. GST Registration No. : _____</p> <p style="text-align: right;">( _____ )</p> <p style="text-align: right;">Signature of authorized signatory</p>		

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	<b><u>LIST OF DOCUMENTS TO BE SUBMITTED</u></b>	Rev.-00

1. Balance sheet and Profit-Loss Account for last 3 years (Financial year 2017-2018, 2018-19 & 2019-20).

2. Copy of work orders of works to be submitted as a proof of experience as illustrated in Annexure 'IV' (Qualifying Criteria) (W.O. shall not be earlier than financial year 2013-2014).

3. Work Completion certificate from the executing departments of the work orders (submitted as per S .No. 2) by Competent Authority (In case of BHEL, contractor to apply for performance/experience certificate through <https://siddhi.bhel.in> and hard copy of issued certificate to be submitted alongwith tender for evaluation).

4. P.F. Registration Copy

5. ESI Registration Copy

6. Latest PF Challan (if available)

7. Latest ESI Challan (if available)

8. Registration copy of Establishment

9. GST Registration Copy

10. Self-Certification from the vendor regarding

- Class I local supplier/ Class II local supplier.
- Details of location of value addition.

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	<b><u>CHECKLIST FOR SUBMISSION OF ATTACHMENT</u></b>	Rev.-00

Name of Firm .....

Activity Name .....

S. No	Particulars (whichever is applicable)	Submission	
		Yes/NO	Page No.
1	Copy of Balance sheet and Profit-Loss Account ( Financial year 2017-2018, 2018-19 & 2019-20)		
2	Copy of work orders		
3	Completion Certificates of work orders mentioned		
4	P.F. Registration Copy		
5	ESI Registration Copy		
6	Latest PF Challan (if available )		
7	Latest ESI Challan (if available)		
8	Registration copy of Establishment		
9	GST Registration Copy		
10	Qualifying criteria for the Activity duly signed and submitted as per Annexure IV		
11	Technical terms and conditions for the Activity duly signed & submitted as per annexure V		
12	General Term and condition and statutory compliances duly signed & submitted as per annexure VII		

**REMARKS:-**

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	<b>QUALIFYING CRITERIA</b>	Rev.-00

**ACTIVITY- "Various Operations in Gears & Pinions"**

**Qualifying Criteria**

1. Average annual financial turnover during the last three year, ending 31<sup>st</sup> march of 2020 should be at least 3.81 lakhs. (Certified audited Balance sheet and Profit-Loss Account or certificate from CA indicating turnover details (in case of firm not covered under audit as per Company Act) for the last 3 year i.e. for 2017-2018, 2018-19 & 2019-20 to be submitted)
2. Experience of having executed works contract of value as mentioned below in any govt. undertakings or State or Center Public Sector Undertakings (PSUs) in the field of gear manufacturing involving all of the following operations
  - Gear Teeth Cutting/Hobbing
  - Gear Teeth Grinding
  - Cylindrical Grinding
  - Turning
  - Drilling and Tapping

**Period: From April 2013 to April 2020** (Copy of work order & corresponding completion certificate to be submitted as proof of experience).

1. For 3 works Contracts -5.07 lakh each or more  
Or
2. For 2 works contracts – 6.34 lakh each or more  
Or
3. For one works contract – 10.15 lakh or more
3. Submission of all documents as mention in annexure-II

**(Note:-** Since work involve is purely technical in nature and job accuracy largely depends on work experience, no relaxation to MSME/Startups will be provided in terms of Financial Turnover/Work experience shall be given)

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	<b><u>TECHNICAL TERMS AND CONDITIONS</u></b>	Rev.-00

#### **Activity : Various Operations in Gears & Pinions**

Following would be in the scope of the contractor and will have to be ensured by him:

1. The work includes turning of gear & pinion blank, before heat treatment (soft turning) and after heat treatment (Hard Turning), Bore Grinding, Teeth Cutting in different machines, Pinion teeth grinding on conventional machine and inspection.
2. The manufacturing operations involves activities like Drilling ,tapping, reaming, grinding, bore grinding, teeth cutting and teeth grinding. Thus manpower required shall be skilled or semiskilled in nature as desired by department.
3. In case of any clarification or explanation required in identification of the jobs, the same should be sought from the concerned shop Executive/Supervisor before starting the work.
4. Before starting the work the contractor should submit to the order issuing authority the list of workers he is going to engage showing his type of labour (Skilled/Semiskilled), PF no., ESI no., qualification, months of experience in this work. This sequence of worker name to be maintained through-out the contract period for ease of monitoring all wage related issues.
5. The successful contractor or his representative shall have to maintain day to day contact with TGM officials, report on every working day at the beginning of the first shift, for undertaking and supervision of the work. He has to deploy sufficient workers in I, II or III shift, as per work requirement, even on Sundays / Holidays if required and failure may attract suitable penalty as deemed appropriate by Competent Authority of Contract Awarding division. The contractor shall be responsible for good conduct of his employees.
6. Contractor shall not engage any female labour for the execution of this work without the written Permission of Engineer-In-charge of work.
7. To run the work smoothly and to monitor the wage related issues, very frequent change of the worker will not be allowed. The worker can be changed only after obtaining written permission from the Works contract executive after showing proper reason. (This is necessary to maintain quality of work and to monitor wage related issues).
8. Contractor shall arrange to carry out the above-mentioned operations at TGM Division in three shifts i.e, 24 hours x 7 days as required.
9. Actual quantum of work may vary within limits of  $\pm$  10% from the estimated quantum of work.
10. The contractor will be solely responsible for timely execution and completion of work. Contractor has to depute his own supervisor for necessary supervision and monitoring. Supervisor should have good knowledge of shop floor working.



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## **TECHNICAL TERMS AND CONDITIONS**

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11. Technical requirement and guidance shall be provided by BHEL Supervisor / Executive however whole responsibility of completion of works contract lies with the contractor.
12. If, any time, it is noticed that the party has stopped the work or not deploying adequate work force, BHEL may get the balance work done through any other contractor on risk and cost of the contractor.
13. The final acceptance / completion certificate shall be issued on the basis of all clearance given by shop in charge duly certified by concerned supervisor & counter signed by shop executive.

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	<b>SCOPE OF WORK</b>	Rev.-00

(Period: From the date of placing the order up to 30/06/2022)

S.N.	DESCRIPTION OF ITEM	OPERATIONS	QTY. (Nos.)
1	Gear Teeth Cutting		454
2	Gear Carburized Turning		454
3	Gear Hard Turning		454
4	Gear Bore Grinding		454
5	Pinion soft Turning	Loading and Unloading of Job, Tool Setting, Machining and In-process Inspection	406
6	Pinion teeth Cutting		408
7	Pinion Bore Grinding		154
8	Pinion teeth Grinding on conventional machine		154
9	Drilling & Tapping in Shank type Pinion		255
10	De-burring, cleaning and painting of Gear		453
11	De-burring, cleaning and painting of Pinion		408

**STEPS INVOLVED IN CARRYING OUT THE JOBS THROUGH WORKS CONTRACT**

S.N.	DESCRIPTION OF ITEM	OPERATIONS
1	Gear Teeth Cutting	
2	Gear Carburized Turning	
3	Gear Hard Turning	
4	Gear Bore Grinding	
5	Pinion soft Turning	1. Loading and Unloading of Job
6	Pinion teeth Cutting	2. Tool Setting
7	Pinion Bore Grinding	3. Machining
8	Pinion teeth Grinding on conventional machine	4. In-process Inspection
9	Drilling & Tapping in Shank type Pinion	
10	De-burring, cleaning and painting of Gear	1. Removing burrs from gears/Pinion using hand grinder
11	De-burring, cleaning and painting of Pinion	2. Cleaning with oil & cloth. 3. Antirust coating and painting.

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**1.0 DEFINITIONS:-**

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

**1.1 'BHEL'** shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

**1.2 'CONTRACTOR' or 'FIRM'** shall mean the individual, firm or Company who is enlisted with BHEL for 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.

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.

**1.4 '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.

**1.5 LETTER OF INTENT** shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provisions 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.

**1.6 APPROVED, DIRECTED or INSTRUCTED:** shall mean approved, directed or instructed by BHEL Shop Engineer/Shop- in-charge/Concerned authorities.

**1.7 '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.

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### **3.0 Mode of communications :**

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

### **4.0 Earnest Money :**

**4.1** Bidder has to submit Earnest Money Deposit (EMD) of Rs. 23750/-, for securing fulfilment of any obligations in terms of NIT.

**4.2** The EMD will be accepted only in the following forms

- Cash deposit as permissible under the extant Income Tax Act (Before Tender Opening).
- Electronic Fund Transfer credited in BHEL account (Before Tender Opening).
- Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL (Along with offer).
- Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions, as defined in the Companies Act (FDR should be in the name of 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.

**4.3** Bidder is to provide proof of submission of one time EMD of Rs. 5 Lakh for exemption in payment of EMD.

**4.4** In the case of unsuccessful bidder, the EMD will be refunded, within 15 days of the acceptance of award of work by the successful bidder.

**4.5** The EMD of the successful bidder will be retained towards part of Security Deposit

**4.6** BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

### **5.0 Offer submission in response to invitation :**

An offer, each page duly signed by an authorized person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT.

Offers thus received shall be opened at the designated venue on the specified date &



time, in the presence of those bidders or their representatives, who choose to be present.

The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but **Excluding of the GST. Quoted rates are firm and no escalation/ additional / overtime/ waiting charges will be paid other than the quoted rate. No ORC (Over Run Compensation) will be paid.**

An offer will be treated as **invalid offer** if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or over written, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer.

Validity period of an offer shall be up to three months after the submission date.

**6. Security Deposit :-**

**6.1** Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit, within the time specified in the letter of intent for satisfactory completion of work.

**6.2** 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.

**6.3** Balance security deposit calculated as above shall be deposited **within 1 month** from the start of contract.

**6.4** Bidder shall agree 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/ contract, from the bills along with due interest

**6.5 Return of Security Deposit :**

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

**6.6** If the value of the work done at any time exceeds the accepted Contract value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the Security Deposit within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims



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and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

**6.5** No interest shall be payable by BHEL on Earnest Money, Security Deposit / or on any moneys due to the Contractor by BHEL.

### **7.0 Agreement signing :**

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.

### **8.0 Responsibilities of the firm :-**

#### **8.1 General Responsibilities:-**

- a)** The firm shall follow all the statutory compliances as mentioned in the **annexure-I** and all the prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- b)** The firm shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
- c)** The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- d)** The firm shall follow all the statutory compliances as mentioned in the **annexure-I** and all the prevailing Industrial / Labor laws/ Govt. laws, as amended from time to time.
- e)** The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.
- f)** **Gate Pass** for entry into BHEL Factory would be required for all the persons deployed by the firm. The firm shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same.

Firm shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise :-

- I. Measure of work (or attendance) for which worker is entitled for wages.
- II. Wages paid,
- III. PF and ESI deduction from each worker,
- IV. PF and ESI contribution by firm,



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V. Whether monthly wages slip received,  
VI. Signature of worker.

One copy of wages record shall be furnished every month, for inspection purpose of various labour authorities. Firm shall preserve all such wages records and other records, up to as specified by Labour laws and at least up to the security deposit clearance.

**g)** Firm shall furnish the following certificates duly applicable for the working year, whenever desired by BHEL.

- I. Annual returns & inspection certificates of PF and ESI.
- II. Monthly challans of PF and ESI.
- III. MP Welfare fund receipt.
- IV. Annual statement for availed/paid leaves,
- V. Bonus paid ( Form-C & D )

**h)** The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

### **8.2 Technical responsibilities :**

- a)** Firm shall perform all activities of the enlisted work category, or activities as notified in the Tender, as per directives of BHEL shop engineer.
- b)** Only qualified workers with required experience in the relevant work category shall be deployed to execute the work
- c)** The work shall be done under the full time and complete administrative & technical supervision by graduate engineer / experienced diploma holder / Group leaders appointed by the firm.
- d)** All materials required to perform above activities and other shop equipment/fixtures/ tools / crane facility will be provided at free of cost by BHEL.
- e)** Working time can be any time during I<sup>st</sup> / II<sup>nd</sup> / III<sup>rd</sup> shifts as required by BHEL including Sundays & Holidays. Normal working hours in the plant is 8 hours.
- f)** The firm shall complete the allotted work, meeting all norms & safety parameters of BHEL and up to the satisfaction of shop executive.
- g)** Measurement unit of assigned work shall be generally per technology hours or per weight unit, per MVA, per job, per Crane hours others etc. which shall be notified during bidding invitation.
- h)** Payment shall be made, on the Nos. of Measurement units, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) on **Monthly basis**, duly verified by concerned engineer through Measurement book.

### **9.0 Payment terms :**

**9.1** Payment shall be made, on the Nos. of Measurement units, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate)



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on **Monthly basis**, duly verified by concerned engineer through Measurement book.

**9.2** Payment shall be released as per BHEL norms, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only. Payment shall be released within 45 days from the clearance of bill for MSME and within 60 days from the clearance of bill for other vendors.

**9.3** GST, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.

**9.4** No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.

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

### **10.0 GST Clause : GST Processing rules against Bills Put up by Contractor**

(The GST processing Rules given hereunder, supersede the relevant terms & conditions given in "General Terms & Conditions and Statutory Compliances" or any other Tender document, where ever applicable)

**10.1** 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.

**10.2** HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GST IN shall be clearly mentioned by the Bidder.

**10.3** GST portion of the invoice shall be released only upon :-

- All invoices raised by contractors/ vendors must be GST compliant Tax invoices as per GST invoice rules.
- Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
- Receipt of goods/services and Tax Invoice by BHEL and
- Confirmation of payment of GST thereon by contractor on GSTN portal
- 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.



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- 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 GTS portion will be released only after completion of above activity and on availment of ITC by BHEL.

**10.4** 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.

**10.5** Reverse Charge under GST

- 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 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 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.

**10.6** Liquated damage/Penalty

Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged extra.

**10.7** TAX Deduction at source

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

## **11.0 Penalty :**

For delays beyond the specified schedule, if attributable to the firm; Penalty may be imposed, at the specified rate, if any in NIT, maximum up to the ceiling of 10% of the contract value for the allotted work. Normally, the rate shall be 1% of the involved contract value for the per one day delay. If any defects is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost. GST on LD/Penalty will be charged extra.

## **12.0 Force majeure :**

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

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



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### **13.0 Conciliation Clause 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.

### **14.0 Arbitration :**

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

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

**14.3** The arbitration proceedings shall be held at Bhopal.

### **15.0 Award of contract in case of tie in Price bid**

- 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 1--1 status even after soliciting discounts, the L-I bidder shall be decided by a toss / draw of lots, in the

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presence of the respective 1--1 bidder(s) or their representative(s).

- Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

#### **16.0 Compensation Clause**

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 negligence of contractor, agency or firm or any of its employees as detailed below

- Victim:** Any person who suffers permanent disablement or dies in an accident as defined below
- Accident:** Any death of permanent disability resulting solely and directly from any unintended injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ Townships and Premises/ Project Sites.
- Compensation in respect of each of the victims:**
  - (I) In the event of death of permanent disability resulting from loss of both limbs : Rs. 10,00,000/- (Rs. Ten Lakh)
  - (II) In the event of other permanent disability: Rs. 7,00,000/- (Rs. Seven Lakh)
- Permanent Disablement:** A disablement that is classified as a permanent total disablement under the provision to section 2(I) of the Employee's Compensation Act, 1923.

#### **17.0 Rights of BHEL :**

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation :-

- 17.1** BHEL reserves the right to accept the offers in part or in full, cancel the Tender enquiry or short close the contract without assigning any reason.
- 17.2** Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the following
  - (I) Contractor's repeated poor performance,



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(II) Withdrawal from or abandonment of the work, except in force majeure conditions.

17.3 If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL



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## GENERAL TERMS AND CONDITIONS

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### **SPECIFIC CONDITIONS:-**

The following shall be specifically considered in execution of contract:-

1. **Attendance record of contract workers** - “The contractor should maintain an Attendance Register against each work order in respect of the contract laborers 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.”

**It shall be specifically provided that BHEL reserves the right to reject any labour technically unsuitable**

2. **Wage record of contract workers** - “The contractor should maintain a Wage Register against each work order in respect of the contract laborers 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 21<sup>st</sup> 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 Labor 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



## TOOL AND GAUGE DIVISION

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### GENERAL TERMS AND CONDITIONS

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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 labor**—“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 labor 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.”
9. 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.

#### **10. 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).”



## TOOL AND GAUGE DIVISION

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## GENERAL TERMS AND CONDITIONS

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### **DECLARATION OF RELATED PARTY**

Details of related firms and their area of activities

Date: \_\_\_\_\_

To:

M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

**Sub: Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_

1	Material Category description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

( \_\_\_\_\_ )

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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	<u>STATUTORY COMPLIANCE</u>	Rev.-00

### INSTRUCTIONS TO CONTRACTORS

#### STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING

#### AUTHORITY FOR JOB / WORK / LABOUR CONTRACTS

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

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

Signature of Contractor

#### **PAYMENT OF WAGES**

Contractor shall be responsible for making payment of wages through Bank cheque before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of contract operating division & representative of HR who shall record under his signature at the end of entries in the Register of wages in the following form



## TOOL AND GAUGE DIVISION

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## STATUTORY COMPLIANCE

Rev.-00

“Certified that the amount shown in column no. .... has been paid to the workers concerned in my presence on date ..... At time.....”

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

### **SAFETY AND DISCIPLINARY ACTION**

1. Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
3. Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of contracting officer.
4. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
5. Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
6. Contractor shall fully comply provisions of various applicable labor laws.

### **RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR**

1. Contractor shall maintain neatly, completely and legibly registers, records, and reports and returns for inspection by various authorities at short notice.
2. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.



## TOOL AND GAUGE DIVISION

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## STATUTORY COMPLIANCE

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3. Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F. /ESI and also to enable him to furnish information to Ministry and Labor dept., as may be required.
4. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the labor Department under the Contract Labor (Regulation and Abolition) 1970.

### **COMPLIANCE OF STATUTORY PROVISIONS**

Contractor shall comply with the provisions of various labor laws applicable, provisions of the following enactments and other enactments not limited to only the ones enumerated below.

- Contract labor (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
- “ M.P. Shram Kalyan Nidhi Adhiniyam 1982
- “ Payment of Bonus Act 1963
- “ Inter State Migrant Act.

### **STATUTORY INSTRUCTIONS TO CONTRACTOR**

(To be ensured by contracting dept.)

### **STATUTORY REGISTRATIONS AND CLEARANCES**

Contractor shall commence the work only after obtaining :

1. Labour Licence
2. Provident fund code no.
3. ESI code no



## TOOL AND GAUGE DIVISION

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## STATUTORY COMPLIANCE

Rev.-00

4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workersForm 13.

### **CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT**

1. Employment card as per rule no 76 of contract labor (Regulation & Abolition) MPrules,1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday. Leave record register.
4. Shall engage only adult workers who have attained the age of 18.
5. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
6. Obtain insurance cover for his employees/ equipment, tools etc. & third party insurance coverage at his own cost.
7. Remit Provident fund contributions in prescribed 3A & 6A forms
8. ESI contributions in Form 6.
9. Submit challans of PF & ESI contributions every month.
10. Provide Personal protective equipment for his employees.
11. Distribute wage slip each month to his employees.
12. Ensure payment as per statutory norms in presence of concerned dept. representative.
13. Provide Uniform to labors different from BHEL employees.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

### **PAYMENT OF WAGES ACT**

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



## TOOL AND GAUGE DIVISION

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## INDEMNITY BOND

Rev.-00

### **(TO BE ISSUED ON A NON-JUDICIAL STAMP PAPER OF AN APPROPRIATE VALUE)**

Whereas .....(Name of the contractor) having its registered office at..... has taken the contract for .....(name of the work) and the work has to be completed by the contractor himself/with the help of sub-contractors. But the contractor/sub-contractors have also to obtain license under the contract Labour (Regulation & abolition) act 1970 and its rules, which can be granted if the Principal employer grants a certificate under form V of the said rules.

So on the request of .....(Name of the contractor) M/s Bharat Heavy Electricals Limited, Bhopal has agreed to issue certificate in Form-V in respect of the contractor/subcontractors mentioned below. M/s .....(name of the contractor), therefore, undertake to fully indemnify M/s Bharat Heavy Electricals Limited, Bhopal from any financial implication whatsoever that may arise due to the grant of certificate in respect of themselves or their sub-contractors in Form-V under contract Labour (Regulation & Abolition) Act. 1970 and its rules.

1.

2.

3.

Further to above M/s .....(Name of the contractor) undertake to indemnify BHEL against –

- a) All claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises.
- b) Observance of Labour & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of contract.
- d) M/s .....(name of the Contractor) accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time



## **TOOL AND GAUGE DIVISION**

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## **INDEMNITY BOND**

Rev.-00

e) All payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.

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

**Contractor**



**TOOL AND GAUGE DIVISION**

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**DECLARATION SHEET**

Rev.-00

I/We,.....

hereby certify that, all the information and data furnished by me / us with regard to this Tender Specification ..... are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

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

I hereby ensure that payment shall be made to the worker as per statutory prescribed minimum wages and additional wages as recommended by BHEL.

Tenderer's Name & Address:

Name & signature of the bidder (Seal)

**Annexure 9**  
**OFFER OF THE CONTRACTOR**

To,

Manager  
Tool & Gauge Manufacturing Division  
BLOCK-11, BHEL,  
PIPLANI, BHOPAL - 462022

Dear Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No. (NIT No TGM/WC/21-22/01) issued by Bharat Heavy Electrical Limited BHOPAL in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Instructions to Tenderers
2. All the pages of the Technical Bid (Including Annexure 1 to 9)
3. Price Schedule
4. Statutory Minimum wages to be paid

I/We have deposited / forwarded here with the Tender Fee and Earnest Money deposit. Details of Tender Fee and EMD payment are furnished in the check list.

EMD shall be refunded should our offer not be accepted. Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for in the tender specification within the stipulated time as may be indicated by BHEL BHOPAL.

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Signature and Seal of the Tenderer

PLACE

DATE:

**TOOL & GAUGE DIVISION**

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**CURRENT STATUTORY MINIMUM WAGES**

Rev. : 00

**TGM/WC/21-22/01****WORKS CONTRACT FOR VARIOUS OPERATIONS IN GEARS & PINIONS****CURRENT STATUTORY MINIMUM WAGES**

(Applicable from 01.04.2021)

S.N.	CATEGORY OF WORKER	TOTAL WAGES TO BE PAID (Rs./Day)
1	SKILLED	Rs. 421.00
2	SEMI SKILLED	Rs. 368.00
3	UNSKILLED	Rs. 335.00

Tenderer's Name &amp; Address :

Name & signature of the bidder  
(Seal)

**NIT No. : TGM/WC/21-22/01  
DATE : 15-07-2021**

**FOR**

**WORKS CONTRACT FOR VARIOUS OPERATIONS IN GEARS &  
PINIONS IN TGM  
AT  
BHEL, BHOPAL**

# **PRICE BID**

## **CONTENTS :**

5.0 PRICE FORMAT



**TOOL & GAUGE DIVISION  
BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)  
B H O P A L - 4 6 2 0 2 2 (M. P )

**PRICE FORMAT OF WORKS CONTRACT FOR DIFFERENT  
OPERATIONS IN GEARS & PININONS IN TGM**

(TO BE FURNISHED WITH PART 2 "PRICE BID")

NIT NO. - **TGM/WC/21-22/01**

DATE:- 15/07/2021

Name and Address of Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S.N.	DESCRIPTION OF ITEM	QTY. (Nos.)	%AGE OF CONTRACT VALUE
1	Gear Teeth Cutting	454	27.46%
2	Gear Carburized Turning	454	13.19%
3	Gear Hard Turning	454	13.19%
4	Gear Bore Grinding	454	13.19%
5	Pinion soft Turning	406	4.87%
6	Pinion teeth Cutting	408	11.86%
7	Pinion Bore Grinding	154	2.06%
8	Pinion teeth Grinding on conventional machine	154	4.11%
9	Drilling & Tapping in Shank type Pinion	255	3.96%
10	Deburring, cleaning and painting of Gear	453	3.21%
11	Deburring, cleaning and painting of Pinion	408	2.90%

Rate (Rs.) - (In Figure) \_\_\_\_\_

(In Words) \_\_\_\_\_

- Rate quoted to carry out the complete work as defined in scope of work in Rs. (Quoted Price shall be inclusive of all charges, taxes and levies etc. but excluding GST. Amount to be written in numbers and words both)
- Price shall be quoted by bidders 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 8.33% of minimum basic wages as prescribed by Office of Labour Commissioner, M.P. Govt. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL

DATE : \_\_\_\_\_

Signature of authorized signatory

PLACE : \_\_\_\_\_

with name & seal