

**BHEL BHOPAL FEX-EM, BLOCK II (G), MAINTENANCE**  
Tender Enquiry no- FEX/EM/104/E: 2020-21/109 date: 08.01.2021

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To

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Sealed tender is invited (In two bids) from contractors registered with BHEL, Government of India or any other Public Sector undertakings having experience & knowledge in executing works contracts concerning lubrication, greasing /breakdown/preventive maintenance of machines tools.

The basic details about the works contract are given below-

S.N O	Name of contract	Up-keeping, lubrication and greasing of machine tools and other equipment of EM division of BHEL Bhopal
1	Period of contract	12 months
2	Contact	Manish Kumar Thakur (DGM, 07552502182, 9425604873), Rajkumar (Dy.Manager, 07552503143, 9993590626)
3	Tender cost	500/- + GST
4	EMD cost	Rs. 19679/-
5	Tender Enquiry no.	FEX/EM/104/E: 2020-21/109
6	officer/place for obtaining tender documents	DGM, FEX, Block II (G), Maintenance, Bay 8 (eastern wing), Block 2, BHEL Bhopal
7	Date of Enquiry	08/01/2021
8	Due date & time for submission of tender documents	22/01/2021 ,11:00 AM
9	Date of tender opening	22/01/2021,1:30 PM
10	Place of submission	Tender Room, Administrative Building, Ground Floor, BHEL BHOPAL (M P)
11	Tender document to be addressed to	DGM (FEX), BHEL Bhopal
12	Period of contract	One year from the date of starting work mentioned in the work order.
13	Documents attached along with NIT	1. GST Clause (Annexure-I) 2. General Terms & Conditions (Annexure-II), 3. Statutory Safety Clause (Annexure-III) 4. Instructions to Contractor for Statutory Compliances for Work Contract (Annexure IV) 5. Scope of Work (Refer Annexure- V). 6. HR contract labour cell- New clauses to be inserted in works contracts 7. Clause as per Corp. HR Circular 016/WLX/2018 dated 10/9/2018.

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Signature of contractor

**Name of the Work: AMC of up-keeping, lubrication & Greasing of machine tools and equipment of EM Division.**

This is an individual works contract and the contractor shall fill remarks column against all items. This tender schedule must be submitted along with TECHNO- COMMERCIAL BID., enclosed and duly signed and stamped on each page with your covering letter. Any deviations / deletions etc. should be brought out separately on your letter pad and enclosed to the tender documents.

The following are to be filled up by the Bidder: and same is submitted in Techno-commercial bid (part-I).

S.N O	Detail Required	Detail (To be filled by the contractor)
1	Name of Contractor	
2	Full Address	
3	Contact Person	
4	Phone No./Mobile no.	
5	Email ID	
6	PF CODE NO	
7	ESI CODE NO	
8	LABOUR LICENCE NO. under section 12(1) of R&A 1970 & Validity (either valid or under renewal should indicate)	
9	PAN No.	
10	GSTIN	
11	Validity: 04 months from opening date (Technical Bid).	Acceptance: Yes/No
12	EMD (please see clause- 2 of enquiry)	-
13	Security Deposit clause: acceptance (please see clause – 7 of enquiry)	5% of contract value
14	PAYMENT TERMS (please see clause 4 of enquiry)	Acceptance: Yes/No
15	PQC ( no of similar contracts completed )- Please see the clause 8,point 1,documentary proof needed.	Acceptance: Yes/No
16	PQC ( no of similar contracts completed )- Please see the clause 8,point 2,documentary proof needed.	Acceptance: Yes/No
17	PQC ( no of similar contracts completed )- Please see the clause 8,point 3,documentary proof needed.	Acceptance: Yes/No

**Scope of Work: -**

**Subject** – AMC for general up-keeping, lubrication and greasing of machine tools, plants and other equipment's in EM division.

**WORK TO BE CARRIED OUT:**

1. The party shall deploy 6 nos. of semi-skilled workers on every working day (and on non-working days too as per the requirement of FEX department) to carry out the following works mentioned in the scope of work document **once every month on every machine tool** listed in the document.

2. The work to be carried out are as follows:-

- a. Cleaning of outer surface of the machines and equipment
- b. Cleaning of slides and guides.
- c. Lubrication and oiling of guides and slides.
- d. Up-keeping of oil tanks and coolant tanks (cleaning of oil tanks, coolant tanks as required and its timely filling and level checking)
- e. Cleaning of outer surface of the MG sets and panels etc.
- f. Cleaning of air filters, oil filters and coolant filters etc.

3. List of machines according to their size.

**Heavy machines-**

S.NO	MACHINE NUMBER and TYPE	S.NO	MACHINE NUMBER and TYPE
1	4/A/2054 O&M Vertical boring machine	13	3/A/40 Plano miller
2	4/A/2041 Rafamet vertical boring machine	14	3/A/2055 Homma plano-miller
3	4/A/53 Plano milling machine	15	3/A/38 Centre lathe machine
4	19/A/2005, Goratu CNC Lathe	16	3/A/2047 Centre lathe
5	3/A/9 Vertical boring	17	3/A/2074 VDF, CNC lathe
6	3/A/10 Vertical boring	18	3/A/50 Plano milling machine
7	3/A/23 Horizontal floor boring machine	19	3/A/36 CNC Lathe machine
8	3/A/5 Horizontal floor boring machine	20	4/A/44 Horizontal Boring Machine
9	3/A/91 Craven center lathe	21	3/A/2085 Safop CNC Centre Lathe Machine
10	3/A/2030 Homma vertical borer	22	3/A/2078 R. A. Drilling Machine(New)
11	3/A/2037 Skoda ram borer	23	19/A/2002 Turn Mill center
12	4/A/52 Plano milling machine	24	19/A/2003 CNC Grinder
25	3/A/2088 Mario Carnaghi Turning & Milling M/C		

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**MEDIUM SIZE MACHINES-**

S.NO	MACHINE NUMBER and TYPE	S.NO	MACHINE NUMBER and TYPE
1	4/A/14 Lang Lathe	28	19/A/2001 NOVISA Portable drilling M/c
2	4/B/2046 EFD 200 KW Rotor brazing machine	29	3/A/2067 Horizontal Borer
3	4/A/2060 hydraulic press	30	3/A/2008 Horizontal Borer
4	4/B/2046 EFD 200 KW Rotor brazing machine	31	3/A/7 V. Boring M/c
5	4/A/2052 hydraulic Press	32	3/A/1 V. Boring M/c
6	4/A/2038 V.B. M/c	33	3/A/6 V. Boring M/c
7	4/A/38 Duplex Borer	34	3/A/3 V. Boring M/c
8	4/A/37 Duplex Borer	35	3/A/4 CNC V. Boring M/c
9	4/A/41 V.B. M/c	36	3/A/2072 Spanish Lathe M/c
10	4/A/2048 V.B. M/c	37	3/A/2073 Elga Milling M/c
11	4/A/2014 V.B. M/c	38	3/A/2070 Lang Lathe M/c
12	4/A/2043 RA drilling m/c	39	3/A/2077 Center Lathe M/c
13	4/A/2053 hydraulic Press	40	3/A/2079 Hydraulic Press M/c
14	19/B/2001 EFD 250 KW Rotor brazing machine(LEM)	41	3/B/2049 Rotor Brazing M/c (old)
15	4/A/2070 Power Hack Saw M/c	42	3/A/90 Binding Lathe M/c
16	4/A/2054 Wound Rotor Brazing M/c	43	3/A/51 Churchill Grinder
17	4/A/2064 Rotor Brazing M/c	44	3/B/2063 Putty Pressing M/c
18	4/A/2058 Putty Pressing M/c	45	3/B/2054 Balancing M/c
19	4/A/2065 Facing & Cutting M/c	46	3/A/2089 Novisa Portable Drilling M/c (new) Bay 7
20	4/A/10 Lang Lathe M/c	47	3/A/2090 Redson H/G Pole core press (Bay 7)
21	4/A/7 Lathe M/c	48	3/A/2080 Rotor Core Strip Pressing M/c
22	4/A/19 Lathe M/c	49	4/A/2087 Batliboi Portal Drilling Machine (Bay-7)
23	3/A/21 Lathe M/c		
24	4/A/22 Lathe M/c		
25	3/A/18 RA Drilling M/c		
26	3/A/17 RA Drilling M/c		
27	3/A/16 RA Drilling M/c		

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**Small Machines; (HGM, LEM & IMM Divans)**


S. No.	Machine No. and TYPE	S. No.	Machine No. and TYPE
1	4/A/2040 Tool Grinder	29	3/A/93 H/G Pole Pressing M/c
2	4 /A /16 Lathe M/c	30	3/A/2076 V. Milling M/c
3	4/A/123 HMT Lathe	31	3/A/2010 H. Milling M/c
4	4/A/122 Lathe M/c	32	3/A/2029 DRP
5	4/A/2037 Slotter Machine	33	3/A/27 „
6	4/A/116 H. Milling M/c	34	3/A/26 DRP
7	4/A/2004 V. Milling M/c	35	4/A/35 CNC Lathe M/c
8	4/A/115 H. Milling M/c	36	3/A/2002 „
9	4/A/2017 Binding Lathe	37	3/A/2069 Compd Lathe
10	4/B/2008 ELVA Brazing M/c	38	3/A/2009 Slotter M/c3
11	4/A/26 Long Drilling & Boring M/c	39	3/A/2004 Centre Lathe
12	4/A/92 DRP	40	3/A/2005 „
13	4/A/2070 Power Saw M/c(ITL)	41	3/A/133 Tool Grinder
14	4/A/59 R.A.Drilling M/c	42	3/A/62 Drill Grinder
15	4/A/111 R.A.Drilling M/c	44	3/A/60 Power Hack Saw (New ITL Make)
16	4/A/60 R. A. Drilling M/c	45	3/A/2034 Power Hack Saw
17	4/A/2043 „	46	3/A/2052 R. Drilling M/c (Bay 9)
18	4/A/76 „	47	3/B/2066 Coil pressing M/c
19	4/A/ 109 „	48	3/B/2065 „
20	3/A/29 750 Ton Hy-Press	49	3/B/2064 „
21	4/A/36 Duplex Borer	50	3/A/53 Core Pressing M/c
22	4/A/2022 Tool Grinder	51	3/A/2080 Rotor Core Strip Pressing M/C
23	4/A/2066 Coil Pressing M/c	52	3/B/2056 ELVA Brazing M/c
24	4/A/2011 Ward Lathe M/c	53	3/B/2055 „
25	4/A/80 Hy Press		
26	4/A/2039 Balancing M/c		
27	4/A/2075 „		
28	3/A/2054 DRP		

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**ANNEXURE-A**

 Bhopal	BHARAT HEAVY ELECTRICALS LIMITED	Dept.- FEX/EM
	SCHEDULE – I (SCHEDULE FOR RATE)	

**SCHEDULE FOR RATE**

Description	Man days
For Semi-Skilled worker	Rate (Rs.) Per man day
Basic wage	458.56
PF@13%	59.61
ESI @3.25%	14.9
Contribution to Labour welfare	0.19
Total Fixed Minimum wage Per man Day(A)	533.26
Service charge (which includes supervision charges, uniform & shoes, profit etc.) to be quoted per Man Day(Excluding Bonus) (B)	
Total Rate per Man Day C=(A+B)(in figures)	
Total Rate per Man Day C=(A+B)(in words)	

- 1) Bidders have to quote the service charges per Man day (excluding bonus), Service charges per day to be specified by bidders considering likely wage revision during the contract.
- 2) Rates quoted below minimum wages as quoted above along with statutory liabilities of PF, ESI & Labour welfare cess shall be rejected.
- 3) The lowest bid will be calculated on lowest grand total.
- 4) The work will not be split among multiple parties under any circumstances.
- 5) 6 nos. of Semi-skilled worker to be required.

Please read the all the terms and conditions of the tender as mentioned below and give acceptance.

**a) TENDERING PROCEDURE:**

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1. Tenders may be dropped at the place mentioned above any time before the due date and time mentioned above. The bid shall be in two parts- Techno-commercial bid (part-1) & Price bid (part-2).
2. Techno-commercial Bid (Part – 1): The first envelope shall contain the Techno-commercial. Bid as per the enclosed technical bid pro-forma with relevant documents like copies of ESI, PF code, Labour license, PAN No., GST Nos , supporting documents of Experience for similar nature of work (Preventive Maintenance /Major Repair of machine tools / Breakdown maintenance/Up-keeping, lubrication & greasing of machines tools) along with all relevant papers and EMD as per clause 2.The envelope shall be super scribed "Techno-commercial bid, Enquiry No, (name of work)".
3. Techno commercial discussion - The party is supposed to be called for techno – commercial discussion for scrutinizing the techno- commercial bid suitability.
4. The Second envelope shall contain only the price bid to be quoted in Schedule for rates (Annexure 'A'). Any other information in the price bid other than quoted price shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the tenderer at the bottom of the page. The envelope shall be sealed and super scribed "Price Bid ----- (name of work)".
5. BHEL will be not responsible for any postal delay.
6. Only part –1 i.e. Techno-commercial offer shall be opened on the due date of opening. Date of opening of price bids will be intimated after techno-commercial suitability.
7. The technical bid consists of technical schedule requiring documentary proof, EMD & Tender cost. In case the party has not satisfied all (Submitted) the conditions along with documentary proof, the tender will be rejected. Price bid of only technically qualified parties will be opened.
8. Tenders received mixed with both technical & Price bid documents without individual envelope will be rejected. The Techno-commercial Bid as Part – 1 will be opened at the stipulated time on the due date. Price – Bid will be opened later after evaluation of Techno-commercial Bid.
9. Vendor has to furnish and accept the above Technical, Commercial and General Terms & Conditions. If nothing is written about any of the conditions above, it will be presumed that you have agreed to all the conditions therein.
10. Cost of the Tender documents is 500/- INR+GST as applicable (Five Hundred Rupees Only), which is to be attached with the Techno – Commercial offer in the form of Demand Draft drawn in favour of BHEL, Bhopal and is not refundable. Deposit in BHEL Cash office is also acceptable & its receipt is to be attached with techno commercial bid.

**b) TECHNO COMMERCIAL BID: –**

1. The Techno-Commercial offer should include the following:
  - 1.1 Detail Technical Offer as per our Scope of Work (Annexure – 'I') along with General Terms & Condition Annexure – II, III & IV duly signed by the contractor with seal & same will be submitted in techno-commercial offer (Part – I).
  - 1.2 P.F., E.S.I., PAN, Experience for similar nature of work (Preventive Maintenance /Major Repair of machine tools / Breakdown maintenance/Up-keeping, lubrication & greasing of machines tools), Valid Labour License, GST, & EMD of required amount is essential otherwise offer will not be considered.
  - 1.3 Any tenderer not submitting the details and photocopies of P.F., E.S.I., valid Labour License, Eligibility criteria experience of similar nature of work (Preventive Maintenance /Major Repair of machine tools / Breakdown maintenance/Up-keeping, lubrication & greasing of machines tools), PAN No., & Tender Cost & Earnest Money, in Part – 1 (i e Techno – Commercial offer) their Price-Bid will not be opened and their offer will be rejected.
  - 1.4 Any tenderer not submitting the details and photocopies of P.F. & E.S.I. Code, PAN No., and Labour License with validity & Tender Cost of 500.00 INR only+GST as applicable & Earnest

Money, their Price-Bid will not be opened and their offer will be rejected. Labour License No. undertaking for the same to be included in Techno – Commercial offer.

- 1.5 Details of similar work done (Preventive Maintenance /Major Repair of machine tools / Breakdown maintenance/Up-keeping, lubrication & greasing of machines tools), in the past is essential and copies of same is enclosed in Techno-Commercial offer, otherwise offer is not considered.
- 1.6 Bidder must sign all the tender documents in the techno-commercial bid & submit the documents in a sealed envelope super-scribed "Techno-commercial Bid", Enquiry No., Name of Work & Date of Tender opening.
- 1.7 The EMD should be submitted in a separate cover along with the Techno-commercial bid of tender document duly filled in. Both the items should be sealed in bigger envelope.
- 1.8 The complete bid shall be duly signed by the Bidder on each page.

**C) ELIGIBILITY CRITERIA /PRE QUALIFICATION REQUIREMENTS –**

1. The firm must have executed and successfully completed works of similar nature in last 10 years (calculated from the month of NIT issue). The performance certificate obtained from the customer to be given. Similar works here mean- works contract of type- Preventive maintenance/Major Repair of machine tools / Breakdown maintenance/Up-keeping, lubrication & greasing of machines tools.
2. The firm must must have submitted the Profit and Loss account and Balance sheet as proof of average Turn over.
3. The firm must have an Average Financial Turnover of at least 3.00 lakh INR for the last three financial years ending on 31/03/2019. Proof of the above to be given.
4. Copy of work order and work completion certificate must be submitted as proof of experience.
5. In the last 10 year periods (as calculated from the month of issue of NIT) at least one of the following must hold true-
  - 5.1 Completed THREE works of value of 4.00 lakh INR or more per year on single value.
  - 5.2 Completed TWO works of value of 5.00 lakh INR or more per year on single value.
  - 5.3 Completed ONE work of value of 8.00 lakh INR or more per year on single value.
6. Authenticity of submitted documents related to past performance/experience shall be verified from issuing dept.
7. Other important general pre-qualification requirements-
  - 7.1. Firm might be called for technical discussion for technical suitability.
  - 7.2. Firm should meet statutory requirement like P. F. No./ E S I No. / Labour License / PAN No. & GSTIN etc.
  - 7.3. The intending tenderers shall be deemed to have visited the site/work and familiarized themselves thoroughly with the site/work conditions before submitting their tender.
  - 7.4. The rate quoted shall be deemed to cover working under adverse conditions.
  - 7.5. Contractor to give undertaking & take responsibility about antecedents and character of his works.
  - 7.6. The contractor must be registered under GST Act/rules to be paid extra against GSTIN of the party & same is showing separately in the bill.

**d) EARNEST MONEY DEPOSIT & SECURITY DEPOSIT:**

- 1.0 Earnest Money Deposit (EMD): EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
- 1.1
  - i) Rates of EMD shall be as given in NIT.
  - ii) Offer without a proper EMD will be rejected.



iii) No EMD is to be submitted by MSMEs subject to submission of MSME certificate along with the bid.

## **1.2 Modes of deposit**

The EMD may be accepted only in the following forms:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening).
- iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- iv) Fix 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 EMD amount more than 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.

## **1.3 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.

## **1.4 EMD shall not carry any interest.**

## **1.5 EMD of successful tenderer will be retained as part of Security Deposit.**

## **1.6 EMD given by unsuccessful tenders shall be refunded normally within fifteen days of award of work. In case of expiry of offer validity period or any other circumstances, EMD can be released with the approval of Head of contracting dept. Not below the rank of AGM.**

## **2.0 Security Deposit:**

### **2.1 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

### **2.2 Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% 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).

**2.3 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. 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 Rs 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).

- 2.4 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 2.5 The Security Deposit shall not carry any interest.
- 2.6 Contractor, who will be awarded work, have to deposit Security deposit before start of the work. You are requested to submit your offer subject to our terms & conditions of contract as to reach us on or before the due date & time. You can nominate your representative on the date of tender opening.

**e) Penalty:**

- 1) The firm must provide a minimum of 1656 semi-skilled man-days for the year. This has to be uniformly distributed on monthly basis, i.e. average 138 man-days per month. However, if the firm provides less than 118 semi- skilled man-days in any month, the work which is to be carried out in this contract will be significantly affected. In compensation for this loss, and also in order to avoid such cases, the following penalty shall be valid on quarterly basis –
  - i. Deduction Amount for semi- skilled worker = 5% of per-day rate for semi- skilled \* (no. of man-days less than 118)
- 2) In case of any dispute regarding applicability or quantum of Compensation, decision of "Accepting Authority" shall be final and binding.
- 3) GST extra will be applicable.
- 4) **Bonus clause–** "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 the amount of Rs 29.65 per day for semi-skilled worker. Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL"

**f) PRICE BID: -**

- 1) Charges are to be quoted excluding GST.
- 2) Contract will be awarded on the basis of individual charges (per day) for the types of

- workers. In other words, contract will be awarded to the party with lowest per day charge.
- 3) Contract will not be split between two parties under any circumstances.
  - 4) The Price-Bid must be filled as per the Annexure-A in NIT.
  - 5) While quoting the price bid, the bidder must also take in account the contributions that have to be made towards – ESI, PF, Bonus, labour welfare board, uniform cost and safety shoes cost for the worker.
  - 6) Contractor's firm will have to take care of all Taxes / GST if applicable etc.
- 7 (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 sub totals, the subtotals shall prevail and the total shall be corrected.
- (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 upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 8) Bid shall remain valid for acceptance for a period of 04 months from the date of opening of Technical bid.
  - 9) Order will be placed only to one party on the basis of the lowest quoted price. The work will not be split into two parties in any circumstances.
  - 10) In case of 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 situations shall be final and binding.
  - 11) 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 signatures(s) of person(s) signing the bid else bid shall be liable for rejection. Any overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.

**Other important points related to price bid and price bid evaluation –**

1. The works, item wise, shall be measured upon completion and paid for at the rates quoted and accepted.
2. Order will be placed only to one party on the basis of the overall lowest quoted price. The work will not be split into two parties in any circumstances.

**Bid validity and other important points related to bid submission –**

1. Bid shall remain valid for acceptance for a period of **4 months** from the date of opening of Part-I (Technical Bid) of the bid. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period except rebate by L1. In case of bidder modifying varying, revoking or cancelling his bid, the earnest money paid by them shall be liable to be forfeited. The validity of the bid shall be extended as and when required for the period as requested by BHEL in writing and agreed by the Bidder.
2. Correction fluid is not allowed to be used. In case there is any correction, the Bidder shall cut the same neatly and put his signature and stamp with date near the place of each correction.

3. The bidder should submit their quotation either on their letter head or by way of return of original tender document duly filled, signed & stamped. If the tender document is attached with any communication or terms & conditions, the same should be on party's letterhead. Any terms submitted by the tenderer in violation of above will not be accepted and the same is liable to be rejected.
4. The bidders must quote competitive prices considering the fact that price negotiations, if required, will be held only with lowest quoting tenderer only.
5. The tendering can be abandoned without assigning any reasons. No compensation is payable for the efforts made by the contractor.

**Important points related to bid rejection –**

1. All cuttings & corrections in the bid document should be avoided and if it is unavoidable. It should be kept at bare minimum and it should be nearly cut and rewritten without overwriting and use of white fluid. All corrections should be duly signed by the contractor. In case the tenderer resorts to many corrections including usage of white correction fluid in the tender document, the tender shall be liable for rejection.
2. Tender Evaluation: Totals / Gross total of prices should be indicated both in words as well as in figures. If there is a difference between prices quoted in words and figures or if there is any other price discrepancy, lower value(s) will be considered for evaluation & ordering.
3. Bidders shall fill the original tender documents issued by BHEL. All entries & Signatures in the bid shall be in blue ink only. Each page of the bid shall be signed & stamped using official seal of the company by the bidder.
4. Incorporation of terms and conditions at variance with terms and conditions of tender document shall make the offer liable for rejection.

**g) NUISANCE:**

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

**h) TERMS OF PAYMENT:**

- 1) The payment shall be made on monthly basis upon submission of bill and on the basis of actual man- days deployed during the period as per scope of work duly certified by In-charge Maintenance, Block II (G).
- 2). Acceptance of our Terms & Conditions, statutory safety clauses and other special terms of the contract as enclosed duly signed and stamped at the space provided.
- 3) Payment shall be released normally, within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only. However, for MSME contractors payment shall be released normally, within 45 days after submission of the bills (Measurement book), with meeting all formalities in advance, subject to submission of MSME certificate.
- 4) 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. Any loss of tax credit due to the reason attributable to contractor shall be recovered from them.
- 5) No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 6) Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees on due time and all other agreed conditions.
- 7) Payment against running bills, will have no relation with the payment schedule of firm for wages etc. of their personnel.

**I) RIGHTS & OBLIGATION OF BHEL:**

- 1) In case the contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 2) If the Contractor commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within three days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract without giving any reasons thereof.
- 3) Cancellation of contract may be either for whole or part of contract at BHEL's option. In 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 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 extent not terminated under provision of this clause.
- 4) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India.
- 5) 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 MP Courts.

***j) ARBITRATION AND LAW:***

1) Except where otherwise provided for contract, all questions and disputes relating to meaning of specifications, designs, drawings, & instruction herein before mentioned and as to quality of workmanship of materials used on work or as to any other, question, claim, right, matter or thing whatsoever in any way arising out of or relating to contract, design, drawing, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works, or the execution or failure to execute same whether arising during the progress of work or after completion or abandonment thereof shall be referred to sole arbitration of Gen. Mgr. (EM), BHEL, Bhopal and if Gen. Mgr., is unable or unwilling to act to the sole arbitration, of some other person appointed by Gen. Mgr. willing to act as such arbitrator. There will be no objection if arbitrator appointed is an employee of BHEL & that had to deal with matters to which the contract relates & that in course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.

Arbitrator to whom matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Gen. Mgr. as aforesaid at time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with terms of contract. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than person appointed by such Gen. Mgr, as aforesaid should act as arbitrator & if for any reason that is not possible, matter is not to be referred to arbitration at all. In all case where amount of claim in dispute is Rs.50,000/- (Rs.Fifty Thousand) & above, arbitrator shall give reason for award.

Subject as aforesaid provision of Arbitration Act, 1940, or any statutory modification/reconditioning or reactant thereof and the rules made there-under and for the time being in force shall apply to arbitration proceeding under this clause.

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

The work under Contract shall if reasonably possible continue during arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings. Arbitrator shall be deemed to have entered in reference on the date of first hearing. Arbitrator shall give a separate award in respect of such dispute or difference referred to him. Venue of arbitration shall be such place as may be fixed by arbitrator in his sole discretion. Award of arbitration shall be final, conclusive and binding all parties to this contract.

- 2) 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.

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

ii) 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 BHEL Conciliation Scheme 2018.

**k)** **GST:**

- 1) Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of BID. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
- 2) HSN Code/ SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GST IN shall be clearly mentioned by the Bidder.
- 3) GST portion of the invoice shall be released only upon: -
- i) All invoices raised by contractors/ vendors must be GST compliant Tax invoices as per GST invoice rules.
  - ii) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
  - iii) Receipt of goods/services and Tax Invoice by BHEL and
  - iv) Confirmation of payment of GST thereon by contractor on GSTN portal
  - v) 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.

vi) 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.

- 4) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of services/goods and /or tax invoice or expiry of the timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/leviable on BHEL.
- 5) Reverse Charge under GST
  - i) 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.
  - ii) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and /or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.
- 6) Liquidated damage/Penalty  
Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged extra.
- 7) TAX Deduction at source  
TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

**l) JURISDICTION:**

**The jurisdiction in all cases shall be at Bhopal.**

**m) 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.

- 1) **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
- 2) **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereof at BHEL factories/ officers and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Officers/ townships and premises/ Project Sites.
- 3) Compensation in respect of each of the victims:
  - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh)
  - (ii) In the event of other permanent disability: Rs.7,00,000/-(Rs. Seven Lakh).



- 4) **Permanent Disablement:** A disablement that is classified as a permanent total disablement under the proviso to Section 2 (i) of the Employee's Compensation Act, 1923".

**n) CONTRACT AGREEMENT.**

Contractor will be required to execute the contract on non-judicial stamp paper of requisite value of M.P. government incorporating the terms and conditions of the contract agreed to before taking up the work.

**o) REJECTION OF BID AND OTHER CONDITIONS:**

- a) Format for quoting the tender is provided along with the enquiry. Format not properly filled partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case, any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarification on such items & will be free to reject the tender summarily.
- b) Bidders shall fill the ORIGINAL tender documents issued by BHEL. All entries & Signatures in the bid shall be in BLUE INK Only. Each page of the bid shall be signed & stamped using official seal of the company by the bidder.

**p) IMPORTANT TERMS AND CONDITIONS OF THE CONTRACT-**

- 1) BHEL reserves the right to revoke the contract at any time & at any stage of the contract if BHEL finds the work is not carried out to the satisfaction of or for any other reason(s) which are prejudicial to the interest of BHEL Bhopal and also forfeit the EMD, SD etc.
- 2) It shall entirely be the responsibility of the contractor to procure & supply at his own cost, all consumable, safety equipment, tools & tackles, except those specified in the tender document to be supplied by owner, necessary to execute the work in a workman like manner & complete as per schedule.
- 3) The contractor will also have to work during nights as well as during holidays and Sundays according to the requirement of the works/engineer-in-charge.
- 4) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures are damaged. Any damaged done to the same or any other property will have to be repaired/replaced by the contractor failing which the same will be got done at his risk and cost. The decision of the Engineering-in-charge on the propriety of adequacy of any repairs/ replacement work done by the contractor or any costs recoverable from the contractor in this behalf shall be final and binding on the contractor.
- 5) Contractor to give undertaking and take responsibility about antecedents and character of his workers.
- 6) **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/dept. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated.
- 7) **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."



- 8) **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."
- 9) **ESI card based Labour Entry** - "Only those workers shall be allowed entry into Factory premises who have valid ESI card."
- 10) **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."
- 11) **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."
- 12) **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."
- 13) In case of open tender, a tenderer whose relatives is/are working in the user department cannot participate in any open tender issued by that department.
- 14) **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). "

**q) OTHER SPECIAL CONDITIONS -**

- 1) The bidder should submit their quotation either on their letter head or by way of return of original tender document duly filled, signed & stamped. If the tender document is attached with any communication or terms & conditions, the same should be on party's letterhead. Any terms submitted by the tenderer in violation of above will not be accepted and the same is liable to be rejected.
- 2) The bidders must quote competitive prices competitive process considering the fact that price negotiations. If required to be held with the lowest tenderer only.
- 3) All cuttings & corrections in the bid document should be avoided and if it is unavoidable. It should be kept at bare minimum and it should be nearly cut and rewritten without overwriting and use of white fluid. All corrections should be duly signed by the contractor. In case the tenderer resorts to many corrections including usage of white correction fluid in the tender document, the tender shall be liable for rejection.
- 4) The tendering can be abandoned without assigning any reasons. No compensation is payable for the efforts made by the contractor.

**r) RESPONSIBILITY –**

- 1) Care must be taken while carrying out the work to ensure that no structure & installation, fittings, fixtures are damaged. Any damage done to the same or any property will have to be repaired / replaced by the contractor. Failing which the same will be got done at his own risk & cost. The decision of the Engineer-in-charge on the property or adequacy of any repair / replacement work done by the contractor or any costs recoverable from the contractor in this behalf shall be final & binding on the contractor.
- 2) Contractor to ensure that the employees deployed in the premises of BHEL are physically & mentally fit and do not have any criminal record such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) The intending tenderers shall be deemed to have visited the site & familiarized themselves thoroughly with the site conditions before submitting their tender. Non considered as reason either for extra claims or for not carrying out works & contracted requirements.
- 4) Bidder should visit the site to physically assess the nature & quantum of work, before quoting the rates.
- 5) The work shall be carried out strictly as per direction & to the entire satisfaction of the Engineer-in-charge & without making any sort of inconvenience to the functioning of various units.
- 6) Personal protective equipment to be used by the contractor's workmen should be of good quality & to be maintained in good condition.
- 7) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record such employees should possess requisite skill, proficiency, experience etc.
- 8) The Contractor shall ensure that all precautions are taken for safety of his employees & equipment. He shall provide safety equipment to the workers & maintain the same at his own cost.
- 9) Contractor carries out the work under-taken by his own risk, finance, material. Human Resources and Supervision, and payment is made to the contractor on the basis of work carried out by him duly certified by Engineer-In-Charge (ERN) WE & CS.
- 10) Rate per man days quoted below the minimum statutory wages and additional wages as declared by CLC shall be rejected.

**s) PAYMENT OF WAGES AS PER BHEL NORMS –**

1. Wages shall be paid on or before 7<sup>th</sup> day of completion of wage month.
2. Payment of wages to the workers by the contractor cannot be below the minimum wages notified in BHEL norms.
3. PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.
4. Wage slip shall be issued to each workman.
5. Wages shall be paid at the workplace in presence of two BHEL representative one from the contracting department & HR-Cell respectively.
6. Running bills shall be supported with copies of wage sheets and PF as well as ESI Challan.
7. The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with including termination of contract as well as delisting of the contractor for future.
8. The Tools & tackles, and any other non-consumable items of the contractor must be entered inside by self-declaration challan of CISF and must be preserved for returning the same after the contract.

**t) TECHNICAL TERMS & CONDITIONS –**

1. The bidder shall provide list of above said similar type of work done in the past.
2. The above said work is to be executed by the experienced /professionals.
3. Technical clearance shall be obtained from the user department before starting of work.
4. The bidder shall be able to ensure the availability of the work assigned.
5. Vendor to maintain confidentiality of services being provided by BHEL.

6. Consumable items shall be arranged by BHEL.
7. Firm should quote rate accordingly in enclosed Annexure" A" (Schedule for Rates).
8. Firm has to abide by "Instruction to contractor for statutory compliance for work contract, 'statutory safety clauses applicable to contractors for carrying out work inside BHEL premises and General Terms & conditions of the contract as per enclosed Annexure – I, II, & III.

**u) OTHER IMPORTANT TERMS AND CONDITIONS.**

1. The contractor should engage only such workers who are covered under their P.F. & E.S.I. Registration. Payment of premium for P.F. & E.S.I. of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL. The contractor shall also ensure compliance of statutory regulations of work contract as per enclosed Annexure IV, and statutory safety clauses as per enclosed Annexure III., and statutory safety clauses as per enclosed Annexure IV.
2. BHEL General Terms & condition as per enclosed annexure II shall be applicable for the contract.
3. Contractor should engage only workers who have experience in of doing similar work at heights. Safety equipment's i.e. Safety Belts / Scaffoldings, Rope ladder etc. are to be arranged by the Contractor.
4. The Tools and Tackles, & any one non-consumable items of the Contractor must be entered inside by self-declaration challan of C I S F Form must be preserved for returning the same after the contract.
5. PF/ESI deduction as due shall be made from the wages and the contribution shall be remitted to the authorities concerned.
6. BHEL has the privacy 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.
7. Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specification, quality plan. There shall be no interference or intervention whatsoever by BHEL.
8. Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
9. Contractor should engage only workers who have experience in similar nature of work, Safety equipment e.g. Safety Belts/Scaffoldings Rope ladders etc. are to be arranged by the contractor.
10. All consumable materials and spare must be taken inside factory by the contractor through their delivery challan and must be duly recorded at the C.I.S.F Gate No.9 and one copy of the same must be deposited with Erection/Pipeline section supervisor. The Tools & Tackles and any other non-consumable items of the contractor must be entered inside by self-declaration challan of C.I.S.F and must be preserved for returning the same after the contract.
11. The Firm has to engage sufficient manpower staff on regular basis for the work in Factory Blocks during 1<sup>st</sup> shift working i.e. from 7.00 to 16.00 PM on all Weekdays & Sundays / Holidays. In case of urgent work, deployment shall be made after written /special permission.

**v) 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.

**w) RISK AND COST:**

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 parts of contractor to make good any loss suffered by BHEL.

If, at any time it is noticed that Contractor has stopped the work or not deployed adequate work-force as per BHEL requirements, BHEL may get balance work done through other source or Contractor or by BHEL personnel on the risk and cost of the defaulting Contractor.

If Contractor does not deploy adequate work force as per BHEL requirements repeatedly for three times, then BHEL reserves the right to take actions like Contract termination, recovering the dues/losses from the Security deposit, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the defaulting contractor, cancellation of registration, banning the business with BHEL etc. as per BHEL guidelines.

**x) Short closure clause:**

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.

**y) Conciliation Clause:**

1. 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.
2. A) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
3. B) 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.
4. 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 BHEL Conciliation Scheme 2018.

## **INSTRUCTIONS TO CONTRACTORS (Annexure-I)**

1. BHEL shall have the privacy 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 challans of the amount \_\_\_\_\_ (in words \_\_\_\_\_) pertains to my workers whose names are appearing in the wage sheet of the month \_\_\_\_\_ 20\_\_\_\_ and these workers are engaged in \_\_\_\_\_ (type of work) against Work order no \_\_\_\_\_ In \_\_\_\_\_ (name of department).

Signature of Contractor

### **PAYMENT OF WAGES**

1. Contractor shall be responsible for making payment of wages through digital mode before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
2. In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

### **SAFETY AND DISCIPLINARY ACTION**

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

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

1. Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.
2. 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 dept. as may be required.
3. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

## **COMPLIANCE OF STATUTORY PROVISIONS**

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

- .. Contract Labour (R&A) Act 1970 and rules 1971.
- .. Payment of Wages Act.
- .. Minimum Wages act 1948, M.P. Rules 1958
- .. Employees State Insurance Act 1948, Rules and regulations 1950
- .. Employees Provident Fund Act 1952 and Pension Scheme 1995
- .. Workmen's Compensation Act 1923
- .. 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**

### **A) STATUTORY REGISTRATIONS AND CLEARANCES:**

Contractor shall commence the work only after obtaining:

1. Labour License.
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.

### **B) 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/equipment, tools etc. & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment's 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.

**C) 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.

**D) ON COMPLETION OF WORK:**

Submit PF & inspection report

**(ANNEXURE II)**

**STATUTORY SAFETY CLAUSES APPLICABLE TO CONTRACTORS FOR CARRYING OUT WORK INSIDE BHEL BHOPAL ON WORKS CONTRACT.**

- 1) Contractor should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- 2) Work should be all the time during the execution period to be supervised either by the contractor himself or by qualified authorized supervisor of the contractor.



- 3) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety Precautions and rules. Contractor should provide and ensure use of Safety Belts, Face Shield, Nose & Mouth Masks, Goggles, Glasses, Ear Plug, Welding Shields, Hand Gloves, Safety Shoes etc. by his workers for safe working.
- 4) Contractor should engage Skilled Riggers and Slingers for handling and Shifting of Plants & Equipment and other heavy jobs. Proper size of Slings and 'D' Shackles should be used in consultation with BHEL Supervisor/ Engineer. In no case under capacity or rejected or damaged Slings/ 'D' Shackles should be used.
- 5) Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts. Contractor himself should supervise the work while working at height or handling of Heavy Plants & Equipment; and should intimate in writing to concerned BHEL Supervisor/ Engineer before commencement of work.
- 6) Contractor should ensure that none of the employees work without putting on Safety Shoes. No worker should be allowed to come inside the factory putting on Slippers or Chappals.
- 7) Contractor should inform in writing concerned BHEL Supervisor/ Engineer and BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.
- 8) Contractor himself or any of his worker should in no case operate BHEL's EOT/ Mobile Cranes, Jumbo / Fork Lift Trucks/ Tractors and any of the Machine Tools & Equipments.
- 9) In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor.
- 10) Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. 's Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.

### **ANNEXURE – III**

#### **CONTRACTOR'S OBLIGATIONS & STATUTORY COMPLIANCES TO BE ENSURED BY CONTRACTORS IN WORKS CONTRACT**

##### **1. CONTRACTUAL:**

- 1) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. Contractor shall supervise the work allotted to him and to be carried out by his employees.
- 2) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).  
Contractor should issue appropriate appointment letters to his employees.
- 4) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership Firm/ Company, place of work, contract number and duration of validity of card.



- 5) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- 6) 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.
- 7) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 8) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- 9) 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.
- 10) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 11) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 12) Contractor shall provide to his employees all tools, tackles, and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipment's, tools and tackles.
- 13) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- 14) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

## **2. TOWARDS STATUTORY LIABILITY:**

- 1) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages of Act, 1936, Workmen Compensation Act 1923, E P F & M P Act 1952. Payment of Gratuity Act 1972, E S I Act 1948, The Contract Labor (R&A) Act 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax and all other applicable Acts shall be complied with by the contractor. Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 2) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
- 3) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, Pension dues under the EPF & M.P. Act, 1952 to the RPFC. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / Card of each employee.
- 4) Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension ESI contribution, Administrative Charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees one day before the last day of the month. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL

- 5) Contractor shall be solely responsible for non-payment/ delayed payment of Wages / DA, contributions under EPF & M.P. Act, ESI Act etc. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 6) Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 7) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor
- 8) Contractor to obtain insurance cover for his employees/ equipment/ tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of his property and/ or his employees.
- 9) Contractor should have independent code numbers/ exemptions under EPF & M.P. Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- 10) Payment of Bonus under the Payment of Bonus Act, Payment of Gratuity Act and retrenchment compensation under Act will be the sole responsibility of the contractor. Over and above the daily wage rate, payment shall be made for leave with wages.
- 11) Contractor shall observe Provisions of 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.
- 12) In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night – hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- 13) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with including termination of contract as well as delisting of the contractor for future.

Signature of the Contractor

Date:

For & on behalf of BHEL Bhopal

Date: