



INDIAN RAILWAYS BHOPAL BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL.

TPTN-TOOLING DIVISION

(Tel: 0755-2503093)

M/s

Enquiry No.: TPTN/TOOLING/MH/1920/18

Date: 20/09/ 2019

OPEN TENDER ENQUIRY

Sub: Maintenance of milling heads on various machine tools of TXM (Block-9 & 2) & TAM (Block-2) on two-shift basis for a period of one year.

Dear Sirs,

Sealed tender (Two Part BID) super-scribing the name of work, tender notice no. and due date is invited by the undersigned for executing the following work:-

Description of work

Earnest money deposit

1. Maintenance of milling Heads On various
M/c tools of TXM & TAM for
ONE year.

As per para 4

Repair and maintenance of milling heads:

MACHINE	No. Of Heads
(1) LRRRA Milling head of 5/A/2111	02 Nos.
(2) Head for Bertheiz m/c – 5/A/2064	02 Nos.
(3) LRRRA Milling Head for Horizontal Pole Pad m/c - 5/A/2065	03 Nos.
(4) LRRRA Milling Head for Horizontal Pole Pad m/c - 5/A/2116	03 Nos.
(5) Universal Milling heads for Butler 5/A/2071	03 Nos.
(6) Universal Milling Head for Butler 5/A/2057	03 Nos.
(7) Universal Milling Head for Butler 5/A/2034	02 Nos.
(8) Spindle for grinding head	02 Nos.

(9) Milling Head of WMW – 26/A/2048	01 Nos.
(10) Universal Milling Head for 5/A/2116	01 Nos.
(11) Universal Milling Head for 5/A/2142	01 Nos.
Total nos. of heads	23 Nos.

For better understanding, the **tenderer may visit BHEL Bhopal for understanding the nature of work of machines head before quoting if they desire**, on any working day before the last date for submission of tenders.

1. **SCOPE OF WORK (PREVENTIVE MAINTANANCE)**

NOTE: PREVENTIVE MAINTANANCE SCHEDULE FOR EACH MILLING HEAD IS ONCE IN EVERY MONTH

- The party will have to attend all the mechanical breakdowns on two shift basis of the item listed as above (in case of emergencies party will have to do the maintenance on Sundays also).
- Regularly/ daily/ weekly check the machine for alignment, greasing, lubrication, abnormal noise or overheating, proper functioning of items etc. And take prompt corrective action.
- Unloading components after dismantle from machine tools and transporting for rectification/repair (using BHEL facilities).
- Assembly of rectified/repared components on machine tools, trial run of machine.
- debburing, greasing, oiling as required.
- T nut/Tenon setting, check nut setting for run out control.
- Jamming of spindle identify the cause rectify/repair the same as required.
- Setting of milling head mountings and accessories regularly as required.
- Checking of lubrication system regularly correct/rectify/repair the same as required
- Setting of bearing clearance as required.
- Bevel gear rectification/repair as required.
- Assembly and trial of machine.
- Breakdown maintenance works also covered in preventive maintenance if scope of repair/rectification is minor.

SCOPE OF WORK (BREAKDOWN MAINTANANCE)

- Reconstruction of broken Teeth of bevel gear/spur gear/helical gears.
- Reconstruction of splines of vertical and horizontal spindle.
- Extraction by induction heating or other conventional methods for Jamming of check nut/bearing race, etc as required.
- Extraction of Milling tool jamming on arbor correct/rectify/repair the same as required.

- Tenon wear /breakage correction/rectification/repair as required and after assembly trial run.
Spindle play, wear, and breakage repair/rectification as required and after assembly trial run.
 - Thread modification if required correction/repair/rectification.
 - Repair/rectification of bearing seizure as required.
 - Repair /rectification of T nut/tennon wear, play, breakage as required.
 - Indexing hole rectification/repair as required locally as well as in jig boring in TGM.
 - On receipt of intimation of mechanical breakdown of heads, the contractor's supervisor will immediately attend the machine with their trained and qualified staff and repair the machine. Once breakdown is reported the contractor's staff must attend the machine within 30 minutes. Contractor's supervisor will keep following records of the work.
 - Contractor supervisor will keep following records of the work.
 - a) All duly filled maintenance service requisition forms for the breakdown attended or being attended.
 - b) Logbook provided by BHEL should be regular updated and signed by the supervisor at the end of each shift.
 - List of machines attached with Annexure-I
- 1.1. All spares required during maintenance of the listed machines would be provided by BHEL list of such spares, to be kept reserved by BHEL has to be submitted by the contractor once the contract is awarded along with the budgetary price of the spare.
 - 1.2. All tools required during maintenance have to be arranged by the party.
 - 1.3. All available maintenance manual and technical information of the machine will be provided by BHEL.
 - 1.4. **Contractor should have to depute sufficient no of skilled workers (at least five persons) daily during the works contract.**
 - 1.5. **The actual man-hours for preventive & breakdown maintenance shall be recorded in the log book maintained by the contractor and duly approved by the contracting officer and the same shall be booked for payment.**
2. **FACILITIES**
This is a **works** contract. All consumables like lubricants, Kerosene oil, cotton waste etc. will be supplied free of cost by us during maintenance period inside our premises.
- 2.1. Crane facilities along with lifting tackles, trolleys, truck etc. will be provided if available, free of charges while working inside BHEL premises only.
3. **TERMS OF PAYMENT** – Shall be as under –
- 3.1. Payment shall be made on the basis of actual deployment of man hours duly verified by contracting executive on monthly basis after submission of technically and commercially clear bill after thoroughly checking of all statutory compliances.
 - 3.1.a) Certification / document clearly showing no. of preventive maintenance to be done as per contract, preventive maintenance done till date to be recorded in measurement book.
 - 3.1.b) Scheduled date of preventive maintenance & actual date of preventive maintenance along with applicable LD should be recorded in measurement book.
 - 3.2. Payment shall be done based on **man hours worked by the party. (as per actual attendance based man hours calculation shall be done)**

- 3.3. Contractor will have to get the job finally checked and cleared by shop in charge/contracting officer, without this job will not be considered as completed and billing will not be done (not even partial billing).
- 3.4. All the payments due to the contractor will be made through EFT/ Cheque.
- 3.5. Contractor has to pay the wages to the worker as per daily minimum wages recommended by CLC BHEL Bhopal from time to time. Contractor has to pay wages to his worker through EFT/cheques in their bank accounts only.
- 3.6. Firm should maintain a wage register showing the following details clearly, for each month, exclusively contract/area wise: -
 - A) Measure of Work (or Attendance) for which worker is entitled for wage countersigned by the concerned bay/section in charge.
 - B) Wage paid details.
 - C) PF & ESI deduction from each worker (submit PF & ESI challan copy showing each workers name)
 - D) PF & ESI contribution by firm (submit PF & ESI challan copy showing each workers name)
 - E) Monthly wages receiving slip (workers sign/thumb impression required)
 - F) Bank signed sheet on which wage transfer on workers account shown
 - G) Bank account statement through which transfer to workers account done.
 - H) GST shall be applicable in extra.
 - I) Any loss of the credit or additional financial liability of BHEL due to the reason attributable to the contractor shall be recovered from them along with interest.

Penalty :-

Note: No penalty shall be imposed for starting 14 days of first month because this period has given to contractor for arranging permission for their workers. After this period only penalty calculation shall be done.

- (a) If the total man-hours deployment is found short Up to 101 man hours in a month No Penalty shall be levied however the wages for the short deployment shall not be paid by BHEL.
- (b) If the total man-hours deployment is found short by more than 101 man hours in a month than Penalty as given below shall be levied for total short deployment.
- (c) In case of delay in execution of scheduled maintenance of m/cs as specified by dept official LD @0.5% per week subject to a max of 10% of contract value will be imposed as penalty.

0.5 X man-hour rate (W.O. awarded rate) X total nos. of man hours (short deployment)

Penalty calculation shall be done on full short deployment man hours if contractor has crossed relaxation limits.

The penalty would be levied on the contractor and the same would be deducted from the running bills.

GST on penalty shall be charged extra.

4. **EARNEST MONEY**

Party has to deposit EMD of Rs 17865/- (Seventeen thousand eight hundred sixty five rupees only)

Or One Time EMD i.e. Rs 500000/- (Five Lakh Rupees Only)

The EMD may be accepted only through electronic mode in favour of “Bharat Heavy Electricals Limited , Bhopal ” should accompany the techno-commercial offer. Offer without EMD shall be rejected. However the contractor who have deposited one time EMD of Rs. 5.0 Lakhs are required to enclose the documents as proof in lieu of EMD.

Tender not submitted with earnest money is liable to be rejected.

Forfeiture of EMD

- 1) After opening the tender and within the offer validity period, the tenderers revokes his tender or makes any modification in his tender which is not acceptable to BHEL
- 2) The contractor fails to deposit the required security deposit the required security deposit or commence the work within the period as per LOI/Contract.
- 3) EMD by the tenderers shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “guidelines on suspension of business dealings with suppliers/contractors and forfeited/released based on the action as determined under these guidelines.
- 4) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work.
- 5) EMD shall not carry any interest.
- 6) EMD of successful tenderer will be retained as part of security deposit.

5. **SECURITY DEPOSIT**

- a) The successful contractor shall deposit the security money before start of the work.
- b) The Total amount of Security Deposit will be 5% of the contract value.
- c) Security deposit can also be recovered at the rate of 10 % from running bills, however in such cases, at least 50 % of the SD should be deposited before start of the work and balanced 50% may be recovered from the running bills.
- d) EMD of the successful tenderer shall be converted and adjusted against the SD.
- e) Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.
- f) Security Deposit shall not carry any interest.
- g) Refund of Security Deposit - The security deposit refundable to the contractor worked out on the basis of the value of work completed shall be refunded to the contractor on the Engineer-in-charge certifying in writing that the work has been completed as per work order.
- h) BHEL has discretion to allow start of work before submission of S.D. however payment can be released only after collection/ recovery of initial 50% of S.D.

Security Deposit may be accepted only in the following forms:

- 1) Electronic Fund Transfer credited in BHEL, Bhopal account.
- 2) Bank guarantee from scheduled banks.
- 3) Fixed deposit receipt issued by scheduled banks. (FDR should be in the name of contractor, a/c BHEL)

4) Securities available from Indian post offices such as NSC, KVP etc (held in the name of contractor furnishing the security and duly endorsed /hypothecated/pledged, as applicable , in favour of BHEL.

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

7. **Pre Qualifying Criteria :**

SN	DESCRIPTION	REMARKS
1	<p>A) Only Experienced contractors/party/firm should quote who have</p> <p>Experience of Executing similar maintenance work i.e. maintenance of milling heads of machine tools/ maintenance of lathe machines/ maintenance of boring machines/ maintenance of vertical and horizontal boring machines/ maintenance of turret lathe/ maintenance of drilling machines or planner and shaper/ maintenance of general machine tools etc. in last 7 years ending last date of the month previous to the one in which applications are invited.</p> <p>B) Average annual turnover for the last 3 financial years ending on 31.03.2019 should be minimum Rs 2,67,973 (Two lakh sixty-seven thousand nine hundred seventy-three rupees only)</p>	<p>A) Contractor/Party/Firm will have to submit Work Order copy, against which similar work has been executed.</p> <p>Value of the Work Order shall as under</p> <p>1) Three successfully completed maintenance works costing not less than the amount equal to Rs 3,57,298 each. OR</p> <p>2) Two successfully completed maintenance works costing not less than the amount equal to Rs 4,46,622 each. OR</p> <p>3) One successfully completed maintenance works costing not less than the amount equal to Rs 7,14,595 each.</p> <p>B) Contractor/Party/Firm will have to submit profit & loss account paper copy in support of average annual turnover for the last 3 financial years ending on 31/03/2019.</p>
2	<p>Performance of the works executed against the Work Order/ PO submitted by the Contractor/Party/vendor against clause 1 shall be verified by BHEL at its discretion</p>	<p>Contractor/Party/Vendor to produce:</p> <p>(1) In view of BHEL WO, work completion certificate duly signed by HR/CLC official in the name of DGM & above.</p> <p>(2) In case others WO, performance certificate & TDS certificate of the concerned year to be furnished.</p>
3	<p>BHEL reserves the right to verify the details submitted above. On verification, if the information furnished above is found to be incorrect, the offer shall be rejected.</p>	<p>Vendor to confirm</p>

8. **Quotations:**

(A) Firms are required to submit quotation as per two part bid system, the part – I technical bid in a sealed envelope super scribing envelope-I (Technical bid), tender name, and enquiry no. & due date of Opening. Shall contain the following only and it forms the qualifying criteria of technical bid: -

1. EMD
2. Copy of PF certificates.
3. Copy of ESI certificates.
4. Copy of PAN Card.
5. Paper in support of pre-qualifying criteria i.e. similar work's work order copy which was executed by the party in last seven year value of the work shall be as per PQR & profit and loss accounts paper copy in support of average annual turnover as per PQR . Also, submit satisfactory work completion report in support of performance.
6. All the documents (excluding annexure- III PRICE BID) being sent herewith should be returned back to us duly signed / rubber stamped on each paper along with your offer. The general terms and condition being attached herewith shall also form an integral part of contract agreement.

(B) **THE PART –II shall contain only price bid**, (Rate per man hour exclusive of G.S.T.in prescribed format Annexure- III) in a separate sealed envelope super scribing **envelope- II price bid**, tender name, enquiry no.& due date of opening. Price bid will be opened for only those firms which are found to be technically competent in part – I (technical bid). Date of opening of price bid will be intimated only to those parties, which qualify in part –I.

9. **TENDER SUBMISSION AND OPENING**

Tender room location : **TENDER ROOM, Administrative Building, Ground Floor**

Tenders Submission time/date : 14/10/2019 .. UPTO 11:00 AM

Tender opening time/date : 14/10/2019 AT 2:00 PM

The tender envelope must carry the following information on the top of the envelope:

Tender/Enq. No. : TPTN/TOOLING/MH/1920/18

Party's name :

Tender/Enq. Opening date : 14/10/2019 AT 2:00 PM

The tender should be dropped in the tender box kept in the tender room.

10. In the event of acceptance of tender, and if the contractor fails to commence work within prescribed period, BHEL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

11. Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.
12. For General terms and conditions for inviting tenders and award of contract Ref. **Annexure-IV**.
13. Quotations must be valid for at least 90 days.
14. **Period: period of contract is one year from the date of placement of order.**
15. **After opening of price bid if any tie situation arises, then discounted rate shall be asked by the parties, based on that L-1 shall be decided.**

16. **RULES AND REGULATIONS OF THE CENTRAL/STATE GOVERNMENT**

In the event of award of any contract to you, you will have to observe and perform all the laws/enactment for the time being in force. For an example you will have to submit with us the information about wage bills amount and deduction of contributory provident fund of all of your employees every month.

Your permanent P.F. Account No. ESI Reg. No., Labour License No., PAN etc. allotted by the concerned authority should also be mentioned in your quotation. This is necessary as per the latest directives from Regional Provident Fund Commissioner M.P. Government. **PF clearance / Inspection report should also be submitted by the party.**

Documents regarding your registration with Sales Tax and Excise authorities may also be forwarded along with income tax clearance.

17. **SAFTEY** : safety of the worker deployed by you shall be entirely your responsibility. You will have to produce medical fitness certificate of each workers provided by you against this work order, on demand of representative of safety officer/chief inspector of factory, Govt. of M.P.
18. **COMPENSATION**: BHEL BHOPAL shall not be liable for any compensation what so ever, in the case of accident/injury to the personnel employed by contractors working in the premises of BHEL BHOPAL.
19. **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 employee details below:**
 - a) Victim: any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident : any death or permanent disability resulting solely or directly from any unintended and unforeseen injuries occurrence caused during the manufacturing/operation and work incidental thereto at BHEL factories/offices and precincts thereof project execution erection and commissioning ,service 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.
 - c) Compensation in respect of each of the victims:
 - (1) In the event of death or permanent disability resulting from loss of both limbs Rs 1000000/- (Ten Lakh)

(2) In the event of other permanent disability: Rs 700000/- (Rs Seven lakh)

d) Permanent disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (1) of employee's compensation act 1923.

20. Contractor will indemnify and compensate BHEL for any loss due to their workmen/representatives negligence of otherwise during execution of work.
21. Wherever bidders are required to supply services at project sites 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.
22. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
23. **GST portion of invoice shall be released only upon: -**
 - 1) All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 2) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
 - 3) Receipt of goods/services and tax invoice by BHEL and
 - 4) Confirmation of payment of GST thereon by contractor or GSTN portal.
 - 5) Alternatively, contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - 6) Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

24. 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.
25. Reverse Charge under GST :
 - 1) 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.
 - 2) 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.

26. Liquidated damage/Penalty: Liquidated damage (LD) or penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to same. TDS value on GST as applicable shall be deducted from bills.
27. **Abandoning of work:** in the event of contractor abandoning the work, or BHEL revoking the contract BHEL reserves the right, to get the unfinished work completed at sub contractor's risk and cost.
28. **Agreement:** agreement of the contract has to be entered into a non-judicial stamp paper of appropriate value at the cost of contractor.
29. **Award of work :** Work shall be awarded to L1 party.
30. **The above works to be carried out by skilled worker.**
31. **At least five SW persons are to be deployed by the contractor daily to accomplish the above work.**
32. **Award of work: work shall be awarded to L1 party.**
33. signed on each paper along with your offer. The general terms and conditions being attached herewith shall also form an integral part of contract Agreement for the work order awarded to you.
34. **Price should be filled in the prescribed PRICE BID FORMAT as per annexure-III.**
35. **No ORC shall be applicable.**

CONCILIATION CLAUSE

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

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

The Annexure ----- together with it's appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

Thanking You

Yours faithfully

Engineer (TPTN-Tooling)
For B.H.E.L. Bhopal

Encl.:-

1. Annexure-I
2. Annexure-II
3. Annexure-III (PRICE BID)
4. Annexure- IV
5. Instructions to contractor for statutory compliance

Annexure-I

Milling heads on various machine tools of TXM & TAM

MACHINE	No. Of Heads
(1) LRRR Milling head of 5/A/2111	02 Nos.
(2) Head for Bertheiz m/c – 5/A/2064	02 Nos.
(3) LRRR Milling Head for Horizontal Pole Pad m/c - 5/A/2065	03 Nos.
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(8) Spindle for grinding head	02 Nos.
(9) Milling Head of WMW – 26/A/2048	01 Nos.
(10) Universal Milling Head for 5/A/2116	01 Nos.
(11) Universal Milling Head for 5/A/2142	01 Nos.
Total nos. of heads	23 Nos.

Annexure-II

Ref: TPTN/TOOLING/MH/1920/18

Date: 20/09/2019

Sub: - maintenance of milling heads on various machine tools of TXM & TAM on two shift basis for a period of one year.

Following documents are necessarily to be annexed by bidder with Bid.

2. Name of the firm :
3. Address of the firm :
4. Name of the contact person :
5. Correspondence address :
6. Phone no. :
7. Email ID :
8. Year of establishment of the firm :
9. Certification of the registration of the firm :
10. PF No. :
11. Registration of establishment validity :
12. ESIC registration no. :
13. PAN No. :
14. EMD :
15. **GSTIN** :
16. Income tax return :
17. GST NO. :

Signature of authorized signatory with name & seal

PRICE BID

Ref : TPTN/TOOLING/MH/1920/18

Sub : Preventive & breakdown maintenance of Milling heads on various machine tools of TXM & TAM on two shift basis for a period of one year.

Sl No	Rate per man hour skilled workers (exclusive of GST) in RS	Rate per man hour skilled workers (exclusive of GST) in RS in words	Remark
1	RS	In words.....	

In case of tie, parties concerned will be asked to submit revised price bid.

GST :

Signature of authorized signatory with name & seal

TPTN/TOOLING/MH/20 **Annexure-IV**
GENERAL TERMS AND CONDITIONS FOR INVITING TENDERS

Definitions:

- a) "Company or Corporation" shall mean Bharat Heavy Electricals Limited having its registered office at New Delhi and includes a duly authorized representative of the company/Corporation or any other person empowered in this behalf by the company or Corporation to discharge all or any of its functions.
- b) "Accepting Authority" shall mean the Head of the TPTN Tooling Division or any other person authorized by him.
- c) "The contract" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd. Bhopal and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- d) The "Contractor" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- e) The "Contract sum" shall mean the lump sum for which the tender is accepted.
- f) A "Day shall mean a day of 24 hours from midnight" to midnight irrespective of the number of hours worked in that day.
- g) A week shall mean seven days without regard to the number of hours worked in any day in the week.
- h) The "work" shall mean the work to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted work or temporary and urgent work as required for performance of the contract.
- i) Engineer-in-charge shall mean the Engineering officer appointed by the Accepting Authority, who shall direct, supervise and be in-charge of the works for purpose of this contract.

SCOPE AND PERFORMANCE :

Contract Documents

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

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

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

Work to be carried out :

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

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

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

INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :

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

SUFFICIENCY OF TENDER :

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

DISCREPENCIES AND ADJUSTMENT OF ERRORS:

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

Contractor's Labour/Worker while working inside BHEL Premises

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

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

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

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

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

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

8.5. The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-charge, in respect of all worker directly or indirectly employed for the work and shall provide all facilities to make arrangements and provide necessary facilities in connection there with. In case the contractor fails to make arrangements and provide necessary facilities the Engineer-in-charge shall be entitled to do so and recover the cost there of from the contractor.

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

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

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

Inspection and Approval

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

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

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

10. **TERMS OF PAYMENT** – Shall be as under –

10.1. Payment shall be made on the basis of actual deployment of man hours duly verified by contracting executive on monthly basis after submission of technically and commercially clear bill after thoroughly checking of all statutory compliances.

3.1.a) Certification / document clearly showing no. of preventive maintenance to be done as per contract, preventive maintenance done till date to be recorded in measurement book.

3.1.b) Scheduled date of preventive maintenance & actual date of preventive maintenance along with applicable LD should be recorded in measurement book.

10.2. Payment shall be done based on **man hours worked by the party**. (as per actual attendance based man hours calculation shall be done)

10.3. Contractor will have to get the job finally checked and cleared by shop in charge/contracting officer, without this job will not be considered as completed and billing will not be done (not even partial billing).

10.4. All the payments due to the contractor will be made through EFT/ Cheque.

10.5. Contractor has to pay the wages to the worker as per daily minimum wages recommended by CLC BHEL Bhopal from time to time. Contractor has to pay wages to his worker through EFT/cheques in their bank accounts only.

10.6. Firm should maintain a wage register showing the following details clearly, for each month, exclusively contract/area wise: -

a) Measure of Work (or Attendance) for which worker is entitled for wage countersigned by the concerned bay/section in charge.

b) Wage paid details.

- c) PF & ESI deduction from each worker (submit PF & ESI challan copy showing each workers name)
- d) PF & ESI contribution by firm (submit PF & ESI challan copy showing each workers name)
- e) Monthly wages receiving slip (workers sign/thumb impression required)
- f) Bank signed sheet on which wage transfer on workers account shown
- g) Bank account statement through which transfer to workers account done.
- h) GST shall be applicable in extra.
- i) Any loss of the credit or additional financial liability of BHEL due to the reason attributable to the contractor shall be recovered from them along with interest.

Penalty :-

Note: No penalty shall be imposed for starting 14 days of first month because this period has given to contractor for arranging permission for their workers. After this period only penalty calculation shall be done.

- a) If the total man-hours deployment is found short Up to 101 man hours in a month No Penalty shall be levied however the wages for the short deployment shall not be paid by BHEL.
- b) If the total man-hours deployment is found short by more than 101 man hours in a month than Penalty as given below shall be levied for total short deployment.
- c) In case of delay in execution of scheduled maintenance of m/cs as specified by dept official LD @0.5% per week subject to a max of 10% of contract value will be imposed as penalty.

0.5 X man-hour rate (W.O. awarded rate) X total nos. of man hours (short deployment)

Penalty calculation shall be done on full short deployment man hours if contractor has crossed relaxation limits.

The penalty would be levied on the contractor and the same would be deducted from the running bills.

GST on penalty shall be charged extra.

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

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

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

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

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

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

ARBITRATION AND LAW

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

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

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

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

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

SECURITY DEPOSIT

It should include rate per man hour (exclusive GST). The Price Bid should contain only the price as indicated above. All the scope and terms and conditions should be indicated in the Techno-commercial separately.

Both the bids should be submitted separately in separate envelopes.

Thanking You

Yours faithfully

Engineer(TPTN-Tooling)
For B.H.E.L. Bhopal

INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR JOB / WORK / LABOUR CONTRACT (Ref: - 10/99/PER (Fy) CLC)

1.0 Statutory registrations and clearances

Contractor shall commence the work only after obtaining valid Labour License, independent Provident fund no., ESI Registration no., Income tax no. and Clearance Certificate in respect of Provident Fund, ESI and Income Tax from respective enforcement authorities.

2.0 Appointment and termination of workers by contractor

- 2.1 Contractor shall make appointment of his Employees only for a specific period and same shall be recorded in employment card. Appointment letter should clearly state that the services shall stand terminated on expiry of contract period or completion of the work.
- 2.2 Contractor shall have the sole discretion to decide on employing, rewarding or terminating the services etc. of his employees. However, his employees must possess such qualifications, experience, age requirement and medical and physical standards as required for the work awarded to the contractor.
- 2.3 In case of termination of services of any employee of contractor, the contractor will ensure that wage payment and other dues to his employee are made within 48 hours of termination of services of such employee. While termination of the services of any of his employee, the contractor will discharge all formalities as per the Industrial Dispute Act such as payment of retrenchment compensation and gratuity as due and admissible.

3.0 Leave with wages

- 3.1 Contractor shall allow Annual leave with wages as under
- 3.2 One-day leave for every 20 days of work performed during preceding calendar year after completing 240 days of service in preceding calendar year.
- 3.3 Unavailed leave can be carried forward to next Calendar year but carry forward should not exceed 30 days. Leave should not be taken more than 3 times in a Calendar year and for which application before 15 days should be made.
- 3.4 In addition, 7 festival and 3 National Holidays and 7 days Casual leave shall also be availed by employee of contractor during the Calendar year.
- 3.5 Contractor shall maintain leave record register.

4.0 Attendance Card

- 4.1 Contractor has to provide attendance card to his employee who will obtain endorsement of time of arrival at the work place and time of leaving the work place. The contractor shall maintain Attendance card which will be retained by his employee and will be handed over to the contractor after the end of each wage month.
Identification card
- 4.2 Contractor shall provide to each of his employee an identification card which shall have his photograph verified by contractor, his name, place of work and name of the contractor.

5.0 Statutory obligations

- 5.1 Contractor shall engage only adult workers who have attained the age of 18 years and female workers shall not be employed between 7 PM to 6 Am on all days including Sundays and Holidays.
- 5.2 Contractor shall observe local laws. As far as possible unskilled workers shall be engaged from the local areas only in which work is being executed.
- 5.3 Contractor shall not employ any inter-state migrant workmen as defined in the Inter-State Migrant Workmen Act in the establishment except by prior permission of the Principal Employer.

- 5.4 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.
- 5.5 In case a contractor employs women as his employee, he will discharge his obligation under law in respect of such women workers such as 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.
- 5.6 Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the payment of Gratuity Act, will be the sole responsibility of the contractor.

6.0 PF & ESI Contribution & Returns

- 6.1 Contractor shall remit Provident fund contribution of employee's together with Employer's within 15 days from the date of disbursement of wages to his employee. Monthly and annual returns in 3A & 6A prescribed forms should be submitted to the RPFC office, Bhopal. Present rate of employer share of PF is 13.36% and employee share is 12%.
- 6.2 Contractor shall remit ESI contributions of employee's together with employer's within 21 days of the last day of the calendar month in which the contribution falls due and shall send a return of contribution in Form 6 before 12th May and 12th November of every year along with receipted challans to ESI office. Present rate of employer share is ESI 4.75% and employee is 1.75%
- 6.3 Contractor shall submit a copy of latest PF& ESI returns and inspection reports from statutory authorities along with a copy of challans for having deposited PF & ESI contributions every month.
- 6.4 Contractor shall submit following Certificate for each contract separately.

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

Signature of Contractor

Note: - Similar certificate shall be submitted for ESI also.

- 6.5 Contractor shall fully comply with all other formalities as per the PF & ESI statutory provisions and submit a copy of the same for replying to statutory authorities in case of any complaints.

7.0 Contribution to M.P. Welfare Board

- 7.1 Contractor should ensure payment of contribution as per section 9 of "The M.P. Shram Kalyan Nidhi Adhiniyam 1982. Both employee's contribution and employer's contribution should be paid every year before 15th day of July and 15th day of January.
- 7.2 Presently, if the name of employee stands on the register of an establishment on 30th June and 31st December respectively, the amount of contribution payable every six month by every employee shall be ONE RUPEES only and by an employer shall be THREE RUPEES payable every six months. The contribution payable by employer every six month shall not be less than Rs. 150/-

8.0 Medical care in case of accident

- 8.1 It is the responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his employee at ESI Hospital. Medical treatment in emergency cases on written request of contractor shall be done in Kasturba Hospital for which the charges

should be deposited in advance or BHEL is authorized to deduct the medical expenses from the bills of the Contractor. BHEL will have the right to deduct the medical expenses from the bills of the contractor.

8.2 Contractor should assist and guide his employees for claiming lawful benefits from ESI.

9.0 Supervision

Contractor shall employ adequate number of competent and qualified supervisors to supervise and control his employee at the work spot during execution of work for effective supervision. They will also identify their employee and regulate entry at gate at the time of entering and leaving the factory. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

10.0 Payment of wages

10.1 **Payment shall be made by the contractor to his employees as per their category & nature of work, which shall not be less than the rates declared by CLC (Contract labour cell) BHEL Bhopal from time to time.**

10.2 Over and above the daily wage rate, payment shall be made for leave with wages.

10.3 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 authorized representative of contract operating division who shall record under his signature at the end of entries in the Register of wages in the following form

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

Signature of representative

10.4 Contractor shall distribute wage slip to his employee one day before the last day of the month.

10.5 Contractor shall furnish a copy of the Wage Bills after disbursement of wage to his employee duly witnessed by the nominated representative of the contract operating division. The contractor must note that this copy will be used by BHEL to make payment of wages for the subsequent month in the event of failure on the part of contractor to make payment of wage within the prescribed period. If payment of wage through this method in the absence of any other available document results in excess payment than what is due and admissible to the employee of the contractor, the responsibility for such excess payment will be that of the contractor.

11.0 Safety and disciplinary action

11.1 Contractor shall ensure that his employee does 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.

11.2 Contractor shall take prompt disciplinary action as per “Model Standing Orders” on the advice of contracting officer.

12.0 Records & information to be furnished by contractor

12.1 Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities at short notice.

- 12.2 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.
- 12.3 Contractor shall provide information as required in respect of all of his employees employed by him to enable the Contract operating division to monitor compliance of P.F./ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.
- 12.4 Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

13.0 Security deposit & Indemnity Bond

- 13.1 Contractor shall make Security Deposit to use this security amount to discharge any legal obligations otherwise cast on the contractor under the Contract Labour (Regulations and Abolition) Act, The Factories Act, Workmen Compensation Act, The Minimum Wages Act, The Payment of Wages Act, The Interstate Migrant Workmen Act or any other law for the time being in force.
- 13.2 Notwithstanding the above, in case of any financial loss incurred by company on account of contravention of Provident fund, ESI, Minimum Wages Act or any other act, rule and regulations the contractor shall be responsible to make good the loss incurred by the company.
- 13.3 The contractor will not engage any sub-contractor without a specific permission in writing and where so permitted he will furnish an Indemnity Bond. Indemnifying the BHEL from any actions of his sub-contractor(s) which may be involving extra financial liabilities.

14.0 Abandoning the work

In the event of contractor abandoning the work or BHEL revoking the contract, BHEL shall deserve the right to get the unfinished work completed at the contractor's risk and cost.

15.0 Termination of Contract

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.

16.0 Compliance of Statutory provisions

- 16.1 Contractor shall fully comply provisions of the following enactments and other enactments as applicable for such contracts.
- Contract Labour (R&A) Act 1970 and rules 1971.
Payment of Wages Act.
Minimum Wages act 1948, M.P. Rules 1958
Employees State Insurance Act 1948, Rules and regulations 1950
Employees Provident Fund Act 1952 and Pension Scheme 1995

Workmen's Compensation Act 1923

M.P. Industrial Relations Act 1960, Factory Act 1948
Maternity Benefit Act 1961
Equal Emolument Act 1976
M.P. Shram Kalyan Nidhi Adhinyam 1982
Payment of Bonus Act 1963, Payment of Gratuity Act 1971, Inter State Migrant Act

GUIDELINES IN CASE OF ACCIDENT

A) Steps to be followed

- 1) Locate the contractor & also inform CLC with the full details of the injured person and accident.
- 2) Take the injured person immediately hospital for first aid to.
 - a) ESI Hospital
 - b) OHS of BHEL
- 3) The contractor should report the accident in form 16 to Manager (ESI), Sonagiri, Bhopal within 24 hours of accident.
- 4) After First aid treatment, the contractor should immediately take his employee for further treatment & admission at ESI Hospital, if required. In case of hospitalisation in Kasturba Hospital, the contractor shall deposit necessary amount in the hospital, for getting the treatment & get his employee discharged as soon as possible for further treatment in ESI hospital.
- 5) Contractor should inform the concern deptt. & contract labour cell in case where absence is more then 48 hours.
- 6) Contractor should inform the date of joining to the CLC for informing the statutory authority.

B) Benefits from ESI as per ESI Act

- 1) Disablement benefits at @ 70% of wages for his absence from work, if the injured person avails the medical treatment in ESI hospital.
- 2) In case of partial / permanent disablement the compensation as judged by Medical Board will be paid by ESI for life, proportionate to the loss of earning capacity.

As the disablement benefit / sickness benefit is given by ESI, it is advisable that the contractor should help the injured employee to take treatment in ESI Hospital only and also for availing all statutory benefits.

- C) Reporting of Accident by concerned department

Procedure as being followed for regular employee in BHEL Bhopal should be followed for employees of the contractor also.