

Annexure-I

Scope of Work:

Work : "AMC for Mechanical Maintenance of Water Pump, DG set, compressor, Machines, helping work etc. in CFP Plant on contract basis."as per description mentioned hereunder:

I.Mechanical Maintenance of :

1. Water Pump, attend breakdowns, servicing & ensure proper operation.
2. DG Set, attend breakdowns, servicing & ensure proper operation.
3. Compressor, attend breakdowns, servicing & ensure proper operation.
4. Machines etc. in shops, attend breakdowns, servicing & ensure proper operation.

II. Helping work:

1. Loading/Unloading/Stacking of diesel drums/Topping up of diesel/coolant in D.G. Set.
2. Cleaning of Machines during preventive Maintenance. Carrying ladder as & when required.

Terms & Conditions:

1. Only those bidders who agree to BHEL Scope, terms & conditions of tender enquiry should submit their offer. Bidders should submit signed copy of annexure-I,II,III,IV,V&VI along with their offer as acceptance to the same
2. Bidders should submit quotation for all the items of annexure V. Offers with partially filled Annexure-V are liable to be rejected.
3. **Bid to be submitted in two parts viz., (I) Techno-commercial Bid (II) Price Bid** I separate sealed envelopes ('Techno-commercial' & 'Price Bid' should be subscribed on respective envelopes) enclosed in one bigger envelope. Tender no., due date & name of bidder should be mentioned on each envelope
4. Bidder to submit EMD of Rs. 4810 along with its offer. Offers without EMD shall be out rightly rejected. EMD of successful tenderer will be retained as part of Security Deposit. EMD shall be exempted for MSME bidders, subject to clause no.31.
5. The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in 'Format of Price Bid' (Annexure-V). BHEL has right to conduct reverse auction instead of open price bid to determine L-1 offer
6. Work to be executed strictly under BHEL supervision, as per BHEL instructions and scope of work as and when required during General working shift(8:00AM to 5:00 PM).
7. The contract shall be valid for a period of **ONE YEAR** from the date of contract.
8. All the materials for the work shall be provided by BHEL however all the Tools, Tackles & Safety equipment's shall be provided by the contractor. Movement of Manpower & Materials shall be done by the contractor.
9. Contractor should deploy adequate no. of person(s) for the work as required for execution/completion of work at its discretion. As per the nature/quantum of work and BHEL experience, the job shall be done by min. 01 no. skilled labour(ITI fitter certificate of person should be furnished after contract finalization).
10. **Contractor shall ensure payment of prescribed statutory minimum wages& additional wages to workmen engaged by it, as applicable, as per latest BHEL circular issued (currently applicable rates as per Circular no. BHE:RU:HR:CL:2017 dt:07.02.17) as amended/revised from time to time.**
11. A measurement book (MB) shall be maintained at BHEL by the authorized representative of BHEL who shall make entries of the work executed by the contractor under relevant heads countersigned by the contractor or his duly authorized representative. Shortcomings, if any in the work executed by the contractor pointed out by MNT deptt. Shall be rectified by the contractor within 1 day. Work measured shall be based on complaint closure and the percentage of assigned work completed satisfactorily for factory & township and verified by MNT deptt..
12. **Payment terms:** Payment towards work satisfactorily executed will be made to the contractor through e-payment to contractor's account with 45 days(bill processing time shall be 10 days by MNT deptt. & 35 days by FIN deptt.) of submission of bill & verification of work by BHEL(minimum supervisor level person) on monthly basis. All payments will be subject to deduction of income tax at source as per applicable income tax rules and service tax shall be payable as per service tax rules.
13. **Risk Purchase:** In case of failure on part of Contractor to execute the work, BHEL reserves the right to get it executed from market or any other source at the risk and

cost of Contractor. BHEL reserves to deduct the amount from the bills of Contractor and pay to the agency / source so engaged.

14. **Contractor shall submit copy of valid service tax, ESI, PF registration & experience certificate/copy of work order of significant work of similar nature carried out in past 3 years by his firm along with offer.**
15. Shortcomings, if any, in the work executed by the Contractor will be pointed out by the designated employee to the Contractor or his authorized representative and the same shall be rectified by him within 1 day to the satisfaction of the designated employee.
16. Contractor has to essentially follow 'Contractor's Obligations' as per Annexure-IV
17. EMD by the tenderer will be forfeited if (i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates (ii) The tenderer does not commence the work within 15 days after award of contract. EMD will not carry any interest.
18. **Security Deposit:** Successful contractor shall submit the interest free security(S.D.) with BHEL @5 % of work order value before start of the work in form of cash/DD in favour of BHEL/FDR issued by scheduled banks in the name of contractor, A/C BHEL, duly discharged on the back.
19. The S.D. shall be refunded to the contractor upon successful completion/ termination of the contract subject to deduction on account of BHEL dues, non-deposit of statutory dues etc.(if any).
20. The contractor shall intimate beforehand, the details of persons being engaged by it for working at BHEL premises.
21. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under the contract.
22. The contractor is advised to familiarize itself, of the working conditions within BHEL and take all necessary precautions for safe working by its persons. BHEL shall not be liable for any compensation to contractor/its person for any injury/casualty to contractor's person caused as a result of incident/accident during the period of the contract.
23. The contractor shall be fully responsible for the acts/omissions by the persons engaged by it for working at BHEL premises under the contract. The person engaged by the contractor should not have any criminal record/or involved in any activity subversive of law and order. The contractor shall be liable to compensate for any damage to person/property of BHEL/third party by its person(s) within BHEL premises.
24. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
25. Any matter arising out of or in connection with the agreement shall be under the jurisdiction of Rudrapur court.
26. Notwithstanding anything contained in the agreement, the contract may be terminated by BHEL by giving a notice of 15 days to the contractor without assigning any reason therefor.
27. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by Head of Unit(BHEL, Rudrapur) The award of the arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Rudrapur in

India. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Rudrapur courts.

28. BHEL reserves the following rights

- (a) To accept/reject any or all tenders without assigning any reason therefor.
- (b) To terminate the contract at any time without assigning any reason therefore by giving a notice of 15 days

29. Penalty clause: Penalty as per following rates shall be applicable to the contractor, in case min. workmen mentioned, is not deputed by contractor or is absent in any shift on working day:

- (a) For skilled workmen : Rs. 50.00 per workman per shift

Absence of contractor's workmen shall be monitored through attendance register at MNT deptt. and Penalty shall be recovered from contractor bills/dues on monthly basis based on absence.

30. For payment of service tax, copy of service tax registration to be submitted. In case of GST is implemented during contract period, then GST shall be applicable in lieu of taxes .

31. Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – IV) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of tender fee.

- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of $L1+15\%$ shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of $L1+15\%$.

CONTRACTOR'S OBLIGATIONS**A) CONTRACTUAL:**

- a) Contractor shall decide the employee to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such worker about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) 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.
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card / Identity card with photograph, duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- g) 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.
- h) Contractor shall 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.
- i) 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.
- j) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- l) Contractor shall ensure that all precautions are taken for safety of his employees and equipments.
- m) 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 the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the Contract at his cost and if necessary Contractor shall take insurance policy of his men, material, equipments and tools & tackles.

- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the Contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and MP Act, 1952,
 - Payment of Gratuity Act, 1972,
 - ESI Act, 1948,
 - The Contract Labour (R&A) Act, 1970,
 - Payment of Bonus Act, 1965,
 - Income Tax Act,
 - Service Tax Act
 - and all other applicable Acts,shall be complied with, by the Contractor
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutorily 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 atleast 3 years and should be made available even after the contract is over for any verification be the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI , pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions 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.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.

- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
- l) Contractor to obtain insurance cover for his employees / equipments / tools & tackles etc., and take 3rd party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like 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.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970