



TENDER

HEAVY MACHINE SHOP
STEAM TURBINE MANUFACTURING (STM) DIVISION
BHARAT HEAVY ELECTRICALS LIMITED (A GOVERNMENT OF INDIA UNDERTAKING)
B H O P A L - 462022 (M.P.)

Heavy Machine Shop (HMS), Steam Turbine Manufacturing Division, BHEL, Bhopal invites sealed bid in two part (Part-I: Technical Bid; Part-II: Price Bid) for Works Contract “**Operation of Horizontal boring Machine no. 20/A/05, 20/A/2111, & 20/A/2001 machines in Heavy Machine Shop (HMS) of Steam Turbine Manufacturing (STM) Division, BHEL, Bhopal for the period of Ten months**” from experienced and financially sound bidder who fulfill the qualifying criteria contained in the tender document:

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019	
WORKS CONTRACT FOR “OPERATION OF HORIZONTAL BORING MACHINE IN HEAVY MACHINE SHOP (HMS) OF STEAM TURBINE MANUFACTURING (STM) DIVISION, BHEL, BHOPAL FOR THE PERIOD OF TEN MONTHS”	
DUE DATE & TIME OF TENDER SUBMISSION:	09/09/2019 On or before 11:00 AM
DUE DATE & TIME OF TENDER OPENING:	09/09/2019 On , 2:00 PM onwards
VENUE FOR SUBMISSION & OPENING OF TENDER	Tender Room, Ground Floor, Administrative Building BHEL, Piplani, Bhopal - 462022

NOTE:

1. Tender can also be downloaded from BHEL Bhopal web site www.bhelbpl.co.in
2. All subsequent corrigendum/amendment shall be published only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For further details, refer tender documents.
4. BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.

Sr. Engr. (HMS/STM)
Block-06, BAY-4
Steam Turbine Manufacturing Division
BHEL, Piplani, Bhopal-462022
Ph:0755-2502429/2502439
Email: rakeshsahu@bhel.in



TENDER

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t./02 , DATED: 28/08/2019

WORKS CONTRACT FOR “OPERATION OF DRILLING MACHINES IN HEAVY MACHINE SHOP (HMS) OF STEAM TURBINE MANUFACTURING (STM) DIVISION, BHEL, BHOPAL FOR THE PERIOD OF TEN MONTHS”

DUE DATE OF TENDER OPENING : 09/09/2019

CONTENTS

	DESCRIPTION	No. of Pages
ANNEXURE – I	DETAILED NIT (NOTICE INVITING TENDER)	04
ANNEXURE – II	SCOPE OF WORK	02
ANNEXURE – III	QUALIFICATION CRITERIA	01
ANNEXURE – IV	PRICE BID FORMAT	01
ANNEXURE – V	DECLARATION	01
ANNEXURE – VI	GENERAL TERMS AND CONDITIONS	08
ANNEXURE – VII	HEALTH, SAFETY & ENVIRONMENT INSTRUCTION	01
ANNEXURE – VIII	STATUTORY COMPLIANCES	03
ANNEXURE – IX	WORK COMPLETION CERTIFICATE FORMAT	01

HEAVY MACHINE SHOP (HMS)
STEAM TURBINE MANUFACTURING (STM) DIVISION
BHARAT HEAVY ELECTRICALS LIMITED (A GOVERNMENT OF INDIA UNDERTAKING)
B H O P A L - 462022 (M.P.)

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE – I : DETAILED NIT(NOTICE INVITING TENDER)

Heavy Machine Shop (HMS) of Steam Turbine Manufacturing (STM) Division, BHEL, Bhopal invites sealed tender on Two-Part bid system for Works contract “**Operation of Horizontal boring Machines No. 20/A/05 (single operator), 20/A/2111 (Single operator) & 20/A/2001 (double operator) machines in Heavy Machine Shop (HMS) of Steam Turbine Manufacturing (STM) Division, BHEL, Bhopal for the period of Ten months**” through open tender notification.

TENDER GUIDELINES:

1. Contractor who are interested to submit the tender, are required to pay **Rs.500/- towards Tender cost**. Tender cost is to be paid in favour of “Bharat Heavy Electricals Ltd., Bhopal” through electronic mode only. GST shall be extra as applicable. Tender received without tender cost shall be rejected.
2. Before tendering, the tenderer if wants can inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of Knowledge. Shri Rakesh Sahu Sr.Engineer (STM- Tel 0755-2502429) can be contacted for the very purpose.
3. **Earnest Money Deposit Rs. 21917/-**: The bidder has to deposit as Earnest money through electronic mode only. Offer without EMD will be rejected. Party may deposit one time EMD of Rs. 5 Lakhs instead of above.
4. Tender documents can also be downloaded from our website: www.bhelbpl.co.in / www.bhel.com Tender documents should then be duly signed & sealed for bid submission.
5. Detailed information regarding bidding document or clarifications w.r.t. tender if required can be obtained from Shri Rakesh sahu Sr. Engineer (STM-Tel:0755-2502429), Email : rakeshsahu@bhel.in in between from 7AM to 4PM on all working days. All corrections/corrigendum will be given on our website www.bhelbpl.co.in. Therefore all the tenderers /bidders are requested to be in touch with our website www.bhelbpl.co.in till the last date and time of submission of tender. Visit our website www.bhelbpl.co.in/ www.bhel.com for detailed information.

PROCEDURE FOR SUBMISSION & OPENING OF BIDS:

Bids (in two parts bid system) should be deposited in Tender box at Tender Room (Works Tender Box), ADM Building, Ground Floor, BHEL, Bhopal on or before the due date & time indicated in the Tender Notice.

PART-I: TECHNO-COMMERCIAL BID

This part shall consist of the following:

- a) **EMD of Rs. 21917/-** in favor of “Bharat Heavy Electricals Limited” has to be submitted through electronic mode only. In the absence of submission of EMD, the offer will be summarily rejected. Party may deposit one time EMD of Rs. 5 Lakhs instead of above.
- b) **Tender fee of Rs.500/-** in favor of “Bharat Heavy Electricals Limited” through electronic mode only. In the absence of submission of tender fee, the offer will be rejected.GST on tender fee shall be extra.
- c) Attached annexures of Tender enquiry, duly signed and sealed as a token of acceptance in totality.
 - i) Un-priced copy of PRICE FORMAT as per Annexure IV-. The un-priced copy of the Price Bid Format shall be the same as the PRICE BID **but without the Prices**. All the quoted Prices/Rates etc. shall be replaced with the word “QUOTED” or “Q”, in the un-priced copy.
 - ii) Documents required for fulfillment of pre-qualifying requirement as per attached Annexure-III

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE – I : DETAILED NIT(NOTICE INVITING TENDER)

- iii) Documents for verification of declaration (as per attached Annexure-V) i.e. copy of PAN card, Labour License, ESI no., PF no., GST etc.

The bidder should offer only as per tender Specification. BHEL Bhopal reserves the right to accept or reject the Technical offer. Price bids of techno-commercially short listed vendors shall be opened only.

PART-II: PRICE BID

Price Format containing PRICES only (to be furnished in the enclosed Price Bid Format **must be submitted in separate envelope**. Prices shall be quoted in Indian Rupees only. Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

MARKING ON ENVELOPE

Sealed envelope should have bidder's distinctive SEAL and should be super-scribed as follows:-

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019
WORKS CONTRACT FOR “OPERATION OF HORIZONTAL BORING MACHINE NO. 20/A/05 (single operator), 20/A/2111 (single operator) & 20/A/2001 (double operator) MACHINES IN HEAVY MACHINE SHOP (HMS) OF STEAM TURBINE MANUFACTURING (STM) DIVISION, BHEL, BHOPAL FOR THE PERIOD OF TEN MONTHS”
DUE DATE OF TENDER OPENING : 09/09/2019

This main envelope should contain 2 No. sealed envelope marked as Part-I & Part-II. Part-I and Part-II separate sealed envelopes should have bidder's distinctive SEAL super-scribed as follows:

PART-I: TECHNO-COMMERCIAL

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019
WORKS CONTRACT FOR “OPERATION OF HORIZONTAL BORING MACHINE NO. 20/A/05 (single operator), 20/A/2111 (single operator) & 20/A/2001 (double operator) MACHINES IN HEAVY MACHINE SHOP (HMS) OF STEAM TURBINE MANUFACTURING (STM) DIVISION, BHEL, BHOPAL FOR THE PERIOD OF TEN MONTHS”
DUE DATE OF TENDER OPENING : 09/09/2019

PART II: PRICE BID

TENDER ENQUIRY NO: STM/HMS-WC/18-19/p.t/02, DATED: 28/08/2019
WORKS CONTRACT FOR “OPERATION OF HORIZONTAL BORING MACHINE NO. 20/A/05 (single operator), 20/A/2111 (single operator) & 20/A/2001 (double operator) MACHINES IN HEAVY MACHINE SHOP (HMS) OF STEAM TURBINE MANUFACTURING (STM) DIVISION, BHEL, BHOPAL FOR THE PERIOD OF TEN MONTHS”

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered. After finalizing the techno-commercial offer, BHEL may negotiate or adopt reverse auction process for arriving at lowest price offer. Price bids of only techno-commercially qualified vendors shall be opened.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE – I : DETAILED NIT(NOTICE INVITING TENDER)

BID SUBMISSION:

- a) Tender should be dropped in the tender box (Works Contract) at the address mentioned below:

Tender Box (WORKS CONTRACT), Tender Room,
Ground Floor, ADMINISTRATIVE Building,
Bharat Heavy Electricals Limited, Piplani
BHEL, Bhopal, M.P. - 462022

- b) Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 11:00 Hrs. of the due date. Bids received after the Due Date and Time shall be rejected.

BID OPENING:

- i) PART-I (EMD, Tender fee and Techno-Commercial Bid) is to be opened on the due date and time as specified in the Tender Notice, in the presence of bidders who may like to attend in the tender room itself.
- ii) Part-II (Price Bid) shall be opened subsequently. Date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- iii) Not more than two representatives will be permitted to be present for the tender opening.
- iv) No correspondence shall be entertained from the bidders after the opening of Price bid(s).
- v) Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- vi) Revised Price Bids also, shall not be entertained at any stage of the tendering process.
- vii) BHEL reserves the right to go further for price negotiation after opening of price bid if needed.
- viii) Vendor not submitting EMD and Tender Fee, their offer- PART II will not be opened.

LANGUAGE AND CORRECTION

- i) The bidder shall quote the rates in English Language & International Numerals only.
- ii) Bidder shall fill the original tender documents issued by BHEL. Each page of the bid shall be signed & stamped using official seal of the company by the bidder.
- iii) All entries shall be filled in neat & legible handwriting. No over-writings erasures & corrections are permitted and may render such bid liable for rejection.
- iv) However, if any cancellations, corrections & insertions are in the bid, the bidder shall dully attest the same.
- v) The Rate quoted shall be deemed to cover working under adverse conditions as well as supervision from the contractor side, Risk and overheads of all kinds. The bidder should take into account all statutory payments under labour laws, while quoting the rate.

VALIDITY OF OFFER:

Offer shall be kept valid for 90 Days from the due date of Tender opening date.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING**HEAVY MACHINE SHOP****TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019****ANNEXURE – I : DETAILED NIT(NOTICE INVITING TENDER)****TENDER EVALUATION:**

Total / 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.

L1 (Lowest-Bid) will be evaluated based on Lump-sum amount (i.e Lowest total cost to BHEL, Bhopal excluding GST).

DEVIATIONS

Bids shall be submitted strictly in accordance with the Technical specification and Term & Conditions of the Tender Enquiry. "No-Deviation" is allowed.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE – II : DETAILED NIT(NOTICE INVITING TENDER)

SCOPE OF WORK:

WORKS CONTRACT FOR “OPERATION OF HORIZONTAL BORING MACHINE NO. 20/A/05 (single operator), 20/A/2111 (single operator) & 20/A/2001 (double operator) MACHINES IN HEAVY MACHINE SHOP (HMS) OF STEAM TURBINE MANUFACTURING (STM) DIVISION, BHEL, BHOPAL FOR THE PERIOD OF TEN MONTHS”

Heavy Machine shop is catering to the need of various machining activities related to Steam Turbine Assembly, BHEL, Bhopal Unit. Jobs of high geometrical accuracy and tolerance are manufactured in Heavy Machine shop. In view of this, skilled and devoted manpower are required to be deployed for operation of machine through works contract on technological hour basis. The details are as follows:

Technological hour for 20/A/05 (single operator) & 20/A/2111 (operator), 20/A/2001(double operator): 14869 Tech. Hrs.	Period of Contract : 10 months
Manpower Required : Skilled	
Educational qualification and experience: ITI in Turner grade or Non-ITI workers having 3 years of work experience in BHEL of doing similar work on finish basis.	

The manpower to be deployed for carrying out operations of Horizontal Boring machines in Heavy machine shop shall be well qualified and experienced. The firm has to engage technical operator for machine operation on regular day-to-day basis and to the satisfaction of Section In-charge. If performance of any deployed worker is not found satisfactory, contractor shall provide alternate worker with immediate effect to the satisfaction of Section In-charge.

Following works are to be performed by the deployed manpower:

1. The main work involves carrying out various operations on following Horizontal Boring machines in Heavy machine shop in three shifts i.e. 1st shift (7AM to 4PM), 2nd shift (4PM to 1AM) and 3rd Shift (11PM to 5AM) as per requirement. Drawing, Raw materials and Tools will be provided by BHEL. Horizontal Boring Machines 20/A/05 (single operator), 20/A/2111 (single operator) & 20/A/2001 (double operator)
2. Material handling work in machine shop.
3. Cleaning of machines because of dust, coolant and chips. Chips to be kept in Chips Bin.
4. Refilling of coolant, lubrication oil, hydraulic oil etc.

DURATION OF CONTRACT:

Duration of contract is for a period of 10 months from the date of start of work, which should be within one week from date of issue of LOI/WO. Duration of contract shall be strictly based on the performance which will be evaluated after every three months by BHEL authority. BHEL also reserves the right to short close the contract at its discretion.

WORKING HOURS:

1. Party has to work in 1st Shift (7AM to 4 PM) and 2nd Shift (4PM to 1AM) during all working days. If required, manpower is to be deployed in 3rd Shift (11PM to 5AM). Sundays and Holidays, as informed by Section In-charge. Contractor should ensure prior permission is issued from HR and CISF, if required for above mentioned duty hours.
2. Payment to the contractor shall be monthly on the basis of work done in technological hours.
3. The technicians deployed should be qualified and having adequate experience.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE – II : DETAILED NIT(NOTICE INVITING TENDER)

4. The person deployed shall wear shoes, uniform and helmet as per General Terms & Conditions and Safety Regulations. Contractor shall provide helmet, safety shoes and uniform to workers as per following schedule:
- a) One industrial safety helmet at starting of WO.
 - b) One set of safety shoes in every one year.
 - c) One set of uniform to workers in every six months.

PAYMENT TERMS:

- a) Payment shall be made against the submitted bill as per BHEL specified format on monthly basis.
- b) Payment will be made to contractor based on work done in technological hours.
- c) The contract is a fixed price contract & no **ESCALATION** of price will be permissible during any stage of contract.
- d) Computer soft copy in word and excel format shall be also submitted apart from hard copy of bill. Payment shall be made after deduction of income tax and other deductions as may be necessary as per the conditions of the contract.
- e) Penalty, if any, shall be deducted from the running bill payments.
- f) Docket and raw material for machining of jobs shall be provided in the beginning of each job. Docket contains job card which has to be filled and signed by Shop In-charge/ supervisor and Quality inspector as a proof of satisfactory completion of work. Job cards have to be arranged & booked by contractor for all the jobs done by contract workers under works contract. Contractor has to get the job cards verified and signed by Quality deptt. of STM (QST). However, contracting deptt. will help in allotment of actual hours taken in manufacturing of jobs. Summary of job cards in soft and hard copy has to be submitted along with the running bills for verification and further processing.
- g) GST shall be payable extra as applicable. Any loss of credit due to the reason attributable to the contractor shall be recovered with interest from them.

COST OF REWORK/REJECTION:

Cost of rework/rejection will be recovered from the contractor, if the same has found to be occurred due to negligence/ lack of skill of the operator. Contractor has to maintain the quality of work as well as try to complete the work on prescribed time. Calibration of measuring instrument should be ensured before checking the job dimension.

PENALTY:

In case, contractor fails to deploy required manpower as per agreed terms and conditions, the production work in HMS machine shop will suffer. Therefore, penalty shall be deducted from running bills. The bidder has to ensure to deploy minimum number of skilled operators so that machines running under works contract are run for specified no. of shifts (except when machine is under breakdown). Non-compliance of the same will lead to penalty as follows:

Condition	Penalty amount
For non-running of machines due to non-deployment of minimum number of skilled operators for 8 hours.	8 technological hours penalty will be imposed

NOTE: This penalty is over and above the deduction from running bill. GST in penalty shall be extra as applicable. Manpower Deployment will be as per Dept. Directive from time to time.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING**DETAIL MACHINE SHOP****TENDER ENQUIRY NO: STM/HMS-WC/18-19/p.t/02, DATED: 28/08/2018****ANNEXURE–III: QUALIFICATION CRITERIA****QUALIFICATION CRITERIA**

Qualifying conditions cum Eligibility Criteria for works contract to carry out operations in Heavy machine shop for the period of 10 months.

The bidders should fulfill following qualifying criteria:

1. Bidders should submit relevant documents like P&L account statement, Balance Sheet, IT return in techno-commercial bid.
2. Minimum Average Annual Financial Turnover of firm during last 3 financial years ending 31st March 2018 to be **Rs. 3.28 Lacs/-**
3. The bidder should have the experience of having successfully completed similar work order i.e operation on horizontal boring machine in industry or an establishment of Government/ Public / Private sector during last 07 years ending on 31st July 2019 as per details below:

Three similar completed works of contract value not less than **4.38 Lacs.**

Or

Two similar completed works of contract value not less than **5.47 Lacs.**

Or

One similar completed works of contract value not less than **8.76 Lacs.**

In case of similar works executed in the private sector, TDS certificate regarding the fulfillment of work order has to be submitted along with the work completion certificate.

“**Similar work**” means carrying out Horizontal Boring machining operation.

4. Copy of relevant work order with work order period not less than 9 months along with satisfactory completion report is to be submitted in techno-commercial bid.

Sign and seal of contractor

<u>STEAM TURBINE MANUFACTURING</u>
<u>HEAVY MACHINE SHOP</u>
TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019
<u>ANNEXURE-V : DECLARATION</u>

DECLARATION BY CONTRACTOR:

This is an indivisible works contract and the contractor shall fill remarks column against all items. This declaration sheet must be submitted along with BID enclosed herewith duly signed and stamped on each page of tender in original along with your covering letter. Any deviations / deletions etc. should be brought out separately on your letter pad and to be enclosed with the tender documents. The following are to be filled up by the bidder and to be submitted along with the bid:

S. No	Description	Contractor's Acceptance (Yes or No) with Remarks
1	Name of the Contractor	
2	Full Address:	
3	Contact person:	
4	Phone / Fax:	
5	Email id :	
6	Phone/Mobile No:	
7	PF CODE NO	
8	ESI CODE NO	
9	LABOUR LICENCE NO. : (either valid or under renewal should indicate)	
10	PAN No	
11	GSTIN Registration No. if any	
12	Validity of offer: 90 days from tender opening date	
13	Tender Cost of Rs. 500/- submitted. GST extra as applicable	
14	EMD : (as per "General terms & Conditions")	
15	Security Deposit clause : Acceptance (as per "General Terms & Conditions")	
16	PAYMENT TERMS: Acceptance	
17	List of manpower available with contractor having Educational qualification and experience: ITI in Turner grade or Non-ITI workers having 3 years of work experience in BHEL of doing similar work on finish basis.	

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE VI –GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

A DEFINITIONS:

- 1) “Company” shall mean Bharat Heavy Electrical Limited Bhopal, a company incorporated under the companies Act’ 1956, and having its registered office at BHEL House, Siri Fort, New Delhi – 110045 here in after referred to as BHEL and includes a duly authorized representative of the company or any other person empowered in this behalf by the company to discharge all or any of its functions.
- 2) “Accepting Authority” shall mean the Head of the STM – Machine shop or any other person authorized by him.
- 3) “Contractor” shall mean the notice inviting Tender and acceptance thereof & formal agreement if any, executed between Bharat Heavy Electricals Ltd. Bhopal & contractor together with documents referred to therein including these conditions, & any special conditions, specifications, designs, drawings etc. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- 4) “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work & shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.
- 5) “Contract sum” shall mean the lump sum for which the tender is accepted in the case of lump sum contract and in the case of item rate the total cost of the works arrived after extension of quantities shown in schedule of quantities by the item rates quoted by the tenderer for various item.
- 6) “Day” shall mean a day of 24 hours from midnight to mid night, irrespective of the number of hours worked in that day.
- 7) A week shall mean seven days without regard to the number of hours worked in any day in the week.
- 8) “Work” shall mean work to be executed in accordance with contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted Work or temporary & urgent work as required for performance of contract.
- 9) “Sr. Engineer-in-Charge” shall mean the Sr. Engineering officer appointed by the Accepting Authority, who shall direct, supervise & be in-charge of work for purpose of contract.

B CONTRACT DOCUMENTS:

- 1) 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 as all, reasonable times, be available or inspection and use by the In-charge, his representatives or by other Inspecting Officers.
- 2) None of the documents shall be used by contractor for any purpose other than that of this contract.
- 3) 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, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

C WORK TO BE CARRIED OUT :

The detail scope of work (Annexure II) is provided with contract document. The tools and tackles required to carry out work will be provided by BHEL.

D INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself asses the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE VI –GENERAL TERMS AND CONDITIONS

E SUFFICIENCY OF THE TENDERERS:

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 provide all obligations under the contracts all matters and things necessary for the proper completion and maintenance of the works.

F DISCREPANCIES 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 document forming part of 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 omission 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 & specification or from any of his obligation under the contract.

G EARNEST MONEY DEPOSIT & SECURITY DEPOSIT :

1) Earnest Money is to be paid by each Tenderer along with the tender documents in a separate sealed envelope. The rate of earnest Money deposit shall be as under.

EMD of Rs. 21917/- in favor of “Bharat Heavy Electricals Limited” has to be submitted through electronic mode only. In the absence of submission of EMD, the offer will be summarily rejected.

Party may deposit one time EMD of Rs. 5 lakhs **instead of** above

1.1) EMD by the Tenderer will be forfeited as per tender documents. 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 the period as per LOI / Contract. In case the LOI / Contract is silent in this regard, then within 15 days after award of contract.

1.2) EMD shall not carry any interest.

2) SECURITY DEPOSIT (SD) :

2.1) The total amount of security deposit will be 5 % of the contract value:

2.2) The Security Deposit will be collected before start of the work by the contractor.

2.3) Security Deposit may be furnished in any one of the following forms:

- a) Security can be deposited through electronic mode.
- b) Securities available from Post Offices such as National Saving Certificates, Kisan Vikas Patras etc. (Certificates should be held in name of Contractor furnishing Security & duly pledged in favour of BHEL & discharged on back).
- c) Bank Guarantee from Schedule Banks/Public Financial Institution as defined in the Companies Act subject to a maximum of 50% of local Security Deposit value. The balance 50% has to be remitted either by cash or in the other form of Security. The Bank Guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Schedule Banks/Public Financial Institution as defined in the Companies Act. The FDR should be in the name of Contractor, A/C BHEL, duly discharged on back.
- e) Security Deposit can also be recovered @ 10% from the running bills. However in such cases at least 50% of the S D should be collected before start of work and the balance 50% may be recovered from the running bills.
- f) EMD of the successful tenderer shall be converted & adjusted against the SD.
- g) The Security Deposit shall not carry any interest.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE VI –GENERAL TERMS AND CONDITIONS

- 2.4) The Security Deposit deducted vide clause 2 above will be refunded to the tenderer after the completion of the work. In the meantime any discrepancy is found in the work the SD can be detained for further period or may be forfeited. This Security Deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. no interest shall be payable on SD.

H TIME AND EXTENSION FOR DELAY:

The time allowed for execution, which shall be mutually agreed between BHEL and contractor, and mentioned in Work Order, along with these conditions shall be of the essence of the contract. The execution of work shall commence immediately and not later than 15th day after the date on which the In-charge issues written order to commence work or from date of handing over the plant whichever is later unless specified otherwise elsewhere. If contractor commits default in commencing the execution of work as aforesaid, Company/Corporation shall without prejudice to any other right or remedy will be at liberty to cancel the order and forfeit the earnest money/ Security Deposit.

- 1) As soon as possible after the contract is awarded, the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract document for completion of work. It shall indicate forecast of dates of commencement & completion of various activities to be done for completion of work as per contract. This may be amended as necessary by agreement between Engineer-in-charge & contractor within limitations of time imposed in contract document & further to ensure good progress during execution of work.
- 2) If the work is delayed by :
 - a) Force major, or
 - b) Serious loss or damage by fire, or
 - c) Delay on the part of other contractor or company/ corporation in executing work not forming part of contractor.
 - d) Non-availability / release of the machines which is in the responsibility of company / corporation or,
 - e) Any other case, which is in the absolute discretion of the accepting authority and is beyond contractor's control.

Then upon the happening of any such delay, contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never lose constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.
- 3) Request for extension of time to be eligible for consideration shall be made by the contractor in writing within seven days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.
- 4) The accepting authority may give a fair and reasonable extension of time for completion work. Such extension shall be communicated to contractor by Engineer-in-Charge in writing within the month of the date of the receipt of such request.

I INSPECTION AND APPROVAL :

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

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE VI –GENERAL TERMS AND CONDITIONS

P 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 Bhopal Courts.

Q ARBITRATION AND LAW :

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. (Thermal), 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.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE VI –GENERAL TERMS AND CONDITIONS

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.

R. INCOME TAX :

Income Tax deduction at source will be as applicable from time to time.

S. JURISDICTION :

The jurisdiction in all cases shall be at Bhopal.

T. GST Clause

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 the award of work order.
2. HSN Code / SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon:-**

2.2.1. All invoices raised by contractors/vendors must be GST compliant Tax Invoices as per GST invoice rules.

2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.

2.2.3 Receipt of goods/services and Tax Invoice by BHEL and

2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal

2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax Invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.

2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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

4. In case GST credit is delayed /denied to BHEL due to **non/delayed receipt of services/goods and / or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or

Sign and seal of contractor

STEAM TURBINE MANUFACTURING**HEAVY MACHINE SHOP****TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019****ANNEXURE VI –GENERAL TERMS AND CONDITIONS**

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

A). In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.

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

CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION SCHEME, 2018

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

Notes:

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

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING**HEAVY MACHINE SHOP****TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019****ANNEXURE VI –GENERAL TERMS AND CONDITIONS****Compensation Clause**

“BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed 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 and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, and commissioning services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units / Offices / townships and premises / Project Sites.
- c) Compensations 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)
- d) 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.”

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE-VII: HEALTH, SAFETY & ENVIRONMENT INSTRUCTION

HEALTH AND SAFETY COMPLIANCE

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, and Safety Shoes etc. by his workers for safe working.
- 4) Contractor should engage Skilled Riggers and Slings 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 sandals.
- 7) Contractor should inform in writing concerned BHEL Supervisor/ Sr. 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 & Equipment's.
- 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. Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.

Sign and seal of contractor

<u>STEAM TURBINE MANUFACTURING</u>
<u>HEAVY MACHINE SHOP</u>
TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019
<u>ANNEXURE-VIII: STATUTORY COMPLIANCES</u>

STATUTORY COMPLIANCES

CONTRACTOR'S OBLIGATIONS & STATUTORY COMPLIANCES TO BE ENSURED BY CONTRACTORS IN WORK CONTRACT

1. CONTRACTUAL:

- a) 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.
- 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 to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should 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 to indicate the name of the proprietary/ partnership Firm/ Company, place of work, contract number 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 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.
- 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 to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) 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.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipment's.
- 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 services of his employees, he should settle all terminal dues including retrenchment compensation.
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.
- n) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- o) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

Sign and seal of contractor

STEAM TURBINE MANUFACTURING

HEAVY MACHINE SHOP

TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019

ANNEXURE-VIII: STATUTORY COMPLIANCES

2. TOWARDS STATUTORY LIABILITY:

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

- Contract Labour (R&A) Act 1970 and rules 1971.
- Payment of Wages Act.
- Minimum Wages act 1948, M.P. Rules 1958
- Employees State Insurance Act 1948, Rules and regulations 1950
- Employees Provident Fund Act 1952 and Pension Scheme 1995
- Workmen's Compensation Act 1923
- M.P. Industrial Relations Act 1960.
- Factory Act 1948
- Maternity Benefit Act 1961
- Equal Emolument Act 1976
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Inter State Migrant Act.

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 Labour (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.

- b) 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.
- c) 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.
- d) 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.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / Card of each employee.
- f) 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.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Sign and seal of contractor

<u>STEAM TURBINE MANUFACTURING</u>
<u>HEAVY MACHINE SHOP</u>
TENDER ENQUIRY NO: STM/HMS-WC/19-20/p.t/02, DATED: 28/08/2019
<u>ANNEXURE-VIII: STATUTORY COMPLIANCES</u>

- h) Contractor shall be solely responsible for non-payment/ delayed payment of Wages / DA, contributions under EPF & M.P. Act, ESI Act etc.
- i) 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.
- j) 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.
- 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/ 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.
- m) 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.
- n) 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.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) 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.
- q) 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.
- r) 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 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.

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.

Sign and seal of contractor

SUPPLIER PERFORMANCE / EXPERIENCE CERTIFICATE
(ANNEXURE – IX)

Ref

Date:

To,

Name of organization, which requires the certificate: BHEL Bhopal.

This is to certify the M/shaving its registered office at.....has supplied/executed following item/works :

Sl No	Description of item/ materials supplied or work executed	Scope	Period of work execution/ supply	Executed Supply Value	Performance (Satisfactory / Unsatisfactory)	Remarks, If any

(List of items Supplied or works executed in last 7 years ending 31/07/19 may be given. List of earlier supplies/works may also be considered if request for the certificate mentions so)

This is to certify that M/s.....is a registered/ not – registered Supplier or Contractor with name of BHEL Unit.

This certificate is issued at the request of M/s.....vide ref.....dated.....for the purpose of.....

Signature of Competent Authority