



BHARAT HEAVY ELECTRICAS LIMITED

Reconditioning Section
TECHNO- COMMERCIAL BID

Tender Enquiry No. : WEX/CMX/RC/1920/EN/01

Due date: 26.06.2020

Enquiry No: WEX/CMX/RC/1920/EN/01

Subject: Reconditioning of LAHR Deep Hole Drilling machine (25/A/2001) on execution & material basis.

This is an indivisible works contract and the contractor shall give point wise reply against all items. This tender must be submitted in two-part bid system. All the documents sent with the tender shall be returned duly signed and stamped on each page with your covering letter. Any deviations / deletions etc shall be brought out separately on your letter pad and enclosed to the tender documents.

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

Name of the Contractor :
Full Address :
Contact person :
Phone / Fax :
Email id :
Mobile No :

| Sl.No | Description | Contractor's Acceptance/ Remarks |
|-------|---|----------------------------------|
| 1 | PF CODE NO | |
| 2 | ESI CODE NO | |
| 3 | LABOUR LICENCE NO. under section 12 (1) of R&A 1970 & Validity (either valid or under renewal should indicate) | |
| 4 | PAN No. | |
| 5 | GSTIN No. | |
| 6 | Validity: 90 days from enquiry due date. | |
| 7 | Security Deposit clause : acceptance (See terms and conditions for details) as per clause No. 8 | |
| 8 | PAYMENT TERMS: as per clause No. 7 as per Tender Enquiry | |
| 9 | LD@0.5% per week subject to maximum 10% of contract value | |

(Signature & Seal of Contractor & Date)



Bharat Heavy Electricals Limited, Bhopal

WORKS ENGG & CENTRAL SERVICES DEPTT

Reconditioning section

Phone : 0755-2503401 E Mail : skgaur@bhelbpl.co.in



YOUR REF :
OUR REF: WEX/CMX/RC/1920/EN/01
Date

Tender Enquiry No. : WEX/CMX/RC/1920/EN/01,

SUB: Reconditioning of LAHR Deep Hole Drilling machine (25/A/2001) on execution & material basis.

Dear Sir(s),

Tenders are invited for carrying out the subject work per the details given in the **Scope of Work (Annexure-I), Price-bid format (Annexure-II), General Terms & Conditions for inviting repairing tenders and awarding work (Annexure-III), Instructions to Contractor for Statutory Compliances for Contract and Statutory Safety Clause (Annexure-IV), Safety & Environment Obligations (Annexure- V), GST Annexure-VI** are attached along with the tender Enquiry. The details of tender are as follows:

- 1.0) DATE OF RECEIPT OF THE TENDER: 26.06.2020, Till 15.00 hrs.**
- 2.0) TENDER OPENING DATE: 26.06.2020.**
- 3.0) TENDER SUBMISSION:** Through BHEL e-Tendering website
<https://bhel.abcpocure.com>
- 4.0) COMPLETION PERIOD:**

The time period allowed for reconditioning work shall be as per **16 weeks** from the date of Release of the machine.

If the contractor fails to maintain the required progress in terms of Work Order or to complete the work on or before the contract or extended date period of completion, he shall without prejudice to any other right or remedy of company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below: **0.5% (Half) percent per week subject to a maximum of 10 % of contract value.** GST on penalty will be charges extra.

5.0) TENDERING PROCEDURE:

The bids shall be submitted in two parts a) Techno-commercial bid (Part-1) and b) Price-Bid (Part-2).

- a) **Techno-commercial Bid (Part-1):** Is shall contain the Techno-commercial Bid. It shall include detailed technical offer as per our Scope of Work (Annexure-I), Un-priced copy of Price bid format (Annx. II), along with General Terms & Condition Annexure-III, IV & Deviation (if any). The offer shall be duly signed by the contractor with seal as per the enclosed technical bid pro-forma. Relevant documents like copies of ESI, PF code, Labour license, PAN No., GSTIN No., EMD of required amount, along with all relevant papers.

Any tenderer not submitting the details and photocopies of P.F., E.S.I., valid Labour License, PAN No., Tender Cost & Earnest Money, in Part-1 (i.e Techno-Commercial offer) their Price-Bid will not be opened & their offer will be rejected.

- b) **Price-Bid (Part-2):** It shall contain only the price bid to be quoted in Price Bid Format (Annexure II'). Firm should take into account, all taxes i.e. Income Tax, Service Tax, if any, as applicable etc. before quoting the rates i.e. Price Bid offer.

Any other information in the price bid other than quoted price shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the tenderer at the bottom of the page.

- c) Complete tender document can be downloaded from BHEL e-Tendering website <https://bhel.abccproccure.com>. And the tender to be submitted online along with the EMD, so as to reach us not later than 3.00 pm on the due date. Late tenders will not be considered.
- d) Before tendering, the tenderer is advised to inspect the work & the environments & 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.
- e) In case of any query/doubt on the tender specifications, bidder shall contact the concerned authority for clarification before tender submission. No modification/deviation w.r.t. any clause, terms & conditions etc shall be acceptable after opening of tender.
- f) The tenders will be opened in BHEL Bhopal on tender due date after 15.00 hrs. Only Part-1 i.e. Techno-commercial offer shall be opened on the due date of opening.
- g) The Price-bid (Part-2) of only those bidders will be opened, whose offers will be in-line with our requirement and meets all the terms & conditions as stated in techno-commercial offer. Date of opening of price bids will be intimated these parties separately.
- h) The technical bid consists of technical schedule requiring documentary proof. In case party has not satisfied all conditions along with documentary proof, tender will be rejected.
- i) Tenders received in single-bid or with both technical & price bid documents will be rejected.
- j) Vendor has to furnish & accepts above Technical, Commercial & General Terms & Conditions. If nothing is written about it will be presumed that you have agreed to all conditions therein.

6.0) EARNEST MONEY DEPOSIT :

The earnest money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. The earnest money deposit shall be Rs. 1,94,960/-.

For SAS jobs and other smaller / routine type of jobs such as maintenance / servicing etc., the maximum value of EMD as well as one time EMD will be Rs. 5,00,000/-.

6.1) Modes of EMD Deposit

The EMD is accepted only in the following forms

- a. Cash deposit as permissible under the extant Income tax Act (before tender opening)
- b. Electronic Fund Transfer credited in BHEL account (before tender opening)
- c. Bankers cheque/pay order/demand draft in favour of BHEL (along with offer)
- d. Fixed deposit receipt (FDR) issued by Scheduled banks/Public financial institutions as define in Companies act (FDR should be in the name of the Contractor, a/c BHEL)

IN addition to above , the EMD amount in excess of Rs Two Lakhs may also be accepted in the form of Bank Guarantee from scheduled Bank The bank guarantee in such cases shall be valid for at least six months.

7.0) TERMS OF PAYMENT :

As per Clause P, 4 of Annexure 1.

8.0) SECURITY DEPOSIT :

- A. The tenderer, who will be awarded work, has to deposit Security Deposit before start of the work. The amount of Security Deposit will be 5% of contract value.
- B. Security Deposit may be furnished in any one of the following forms
 - i) Electronic Fund Transfer.
 - ii) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
 - v) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

NOTE: Acceptance of Security Deposit against Sl. No. 8(a) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there

- C. Security deposit shall be refunded to the contractor after Twelve months from the date of handing over of the machine. The security deposit shall not carry any interest.
- D. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- E. 50% of Security deposit including EMD shall be deposited before start of the work. Balance security deposit shall be collected by deducting from the running bills.
- F. Security deposit shall not carry any interest.

9.0) GENERAL CONDITIONS :

- a) The tenderer has to confirm all specifications given in Annexure-I (Scope of Work) on point-to-point basis in tabular form as per enclosed format. Deviations, if any, have to be recorded clearly, in the 'REMARKS' column of the format, against the respective specification serial number.

- b) BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- c) The tenderer should engage only those workers for the works that are covered under their P.F. & E.S.I. Registration, Payment of premium for P.F., PAN No. & E.S.I. of engaged workers shall be the responsibility of the contractor and they should submit documentary proof of the same to BHEL. The contractor shall also ensure compliance of statutory regulations of Contract as per enclosed Annexure IV, statutory safety clauses as per enclosed Annexure IV
- d) All tender papers dully filled in and signed by the tenderer must be returned with the offer as proof of the acceptance of the conditions of the contract.
- e) The tenderer has to submit the offer which should be valid for a period of at-least 90 days from the date of opening of the tender.
- f) M.P. Govt. Commercial Tax if any shall be deducted from the bill for supply portion only if supplies are more than one lakh. Income Tax if any or as per applicable Govt. norms shall be deducted from each running & final bill. Central Govt. Service Tax, as applicable, which will have to be deposited by you must be clearly indicated in The 'Schedule for Rates'.
- g) LOI will be issued immediately after formalities of award of work for all the machines on L-1 cost to BHEL, Bhopal basis. However, machine wise work order shall be issued subsequently as soon as machine gets released by production.
- h) Detailed drawings of all the parts replaced have to be provided at the time of submission of final bill. The drawings should be assembly drawing, Component drawing with detail dimensions (of all the components replaced & repaired), Electrical drawings, Lubrication drawing.

10.) OVERWRITING

Bid should be free from correction, overwriting, using corrective fluid etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else the bid is liable to be rejection.

Enclosure:

- 1) Scope of work (Annexure-I)
- 2) Price-bid Format (Annexure-II)
- 3) General Terms & Conditions for inviting repairing tenders (Annexure-III)
- 4) Instructions to Contractors (Annexure-IV)
- 5) Safety & Environment Obligations (Annexure- V)

I/we agree.

(Signature & Seal of Contractor)

PRICE-BID FORMAT

SUB: Reconditioning of LAHR Deep Hole Drilling machine (25/A/2001) on execution & material basis.

| Sl. No. | D E S C R I P T I O N | Amount (Rs.) |
|----------------|--|---------------------|
| 1 | Total material Cost as per the Scope of work, Annexure-1 | |
| 2 | Total Execution Cost as per the Scope of work, Annexure-1 | |
| 3 | Packing Cost# | |
| 4 | ADD 1 to 3 | |
| 5 | Amount in words | |

In case of discrepancy in the cost in words & letters, the cost indicated in words will be taken as final.

Packing of the machine from BHEL, Bhopal works to Contractors works will be done by BHEL.

After reconditioning, the contractor has to pack the machine & send it through BHEL approved transporter.

To & Fro Transportation & Transit insurance cost will be in scope of BHEL. However for evaluation of L-1 Bidder, the To & Fro Transportation & transit insurance cost will be loaded on the rates quoted by the contractor.

Taxes & duties (GST, any other taxes) will be extra & will be applicable at the time of incidence.

(Signature & Seal of Contractor & Date)

TERMS & CONDITIONS:

- A. Taxes & duties (GST & any other taxes) will be extra & will be applicable at the time of incidence.
- B. If there happens to be any discrepancy in amount quoted in Words & figures, then the amount in Words will be considered as the quoted rates by the party.
- C. Disallowance of any tax credit shall be recovered with interest from the contractor where disallowance is attributed to them.
- D. An un-priced format of the above price-bid with all parameters except price figures is to be essentially furnished along-with the technical bid
- E. BHEL reserves the right to conduct Reverse Auctioning for deciding L-1
- F. Price Bid should be free from correction, overwriting, using corrective fluid etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person (s) signing the bid else the bid is liable to be rejection.
- G. The bidder is not allowed to change their price bids after the due date, within the validity period.
- H. Discounts/revised offers given after Part 1 bid opening is not acceptable.

IN CASE OF TIE

- I. IN the course of evaluation of more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- J. IN case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- K. Ranking will be done accordingly. BHEL's decision in such situation shall be final & binding.

(Signature & Seal of Contractor & Date)

General Terms and Conditions for inviting Repairing Tender and Awarding Contract

1.0 Definitions:-

- A) "Company" shall Mean Bharat Heavy Electricals Limited having its registered office at New Delhi 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.
- B) "Accepting Authority" shall mean the Head of the CMX division or any other person authorized by him.
- C) "The contract" shall mean the notice inviting the tender & acceptance there of 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. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- D) The "Contractor" shall mean the individual or firm or company whether incorporated or not, under taking 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 submitted assignees 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 mid night" 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) there of as the case may be & 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

2.0 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 as all, reasonable times, be available or inspection and use by the Engineer-in-charge, his representatives or by other Inspecting Officers.

- 2.1 None of 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.
- 3.0 **Work to be carried out:** 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, consumables etc. required for the execution of work to the entire satisfaction of the Engineer-in-charge.
- 3.2 Decision to replace or repair the worn out part shall be on mutual consent of the Engineer-in-charge or his representative and the contractor. In the event of any controversy the decision of the Accepting authority shall be final and binding.

4.0 **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 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 omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These & according to drawings & specification or from any of his obligation under the contract.

5.0 **Time and Extension for delay:**

The time allowed for execution, which shall be mutually agreed between the BHEL and the contractor, and mentioned in the work order, along with these conditions shall be of the essence of the contract. The execution of the work shall commence from the 15th day after the date on which the Engineer-in-charge issues written order to commence the work on from the date of handing over the plant which ever is later unless specified otherwise elsewhere. If the contractor, commits default in commencing the execution of the work as aforesaid, Company shall without prejudice to any other right or remedy be at liberty to cancel the order.

- 5.1 As soon as possible after the contract is concluded, 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 documents for completion of the work. It shall indicate the forecast of the dates of commencement and completion of various activities to be done for completion of the work as per contract. This may be amended as necessary by agreement between the Engineer-in-charge and the contractor with in the limitations of time imposed in the contractor shall in all cases in which the time allowed exceeds one month complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed.

5.2 **If the work be delayed by:**

- a) Force majeure or
- b) Serious loss or damage by fire or
- c) Delay on the part of other contractor or company in executing work not forming part of contractor
- d) Non-availability of stores which are the responsibility of Company to supply
- e) Any other cause which in the absolute discretion of Accepting Authority is beyond contractor's control.

Then upon the happening of any such delay the contractor shall immediately give notice there of in writing to the Engineer-in-charge but shall never the loss 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.

- 5.3.1 Request for extension of time to be eligible for consideration shall be made by the contractor in writing within fourteen 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.
- 5.3.2 The accepting authority may give a fair and reasonable extension of time for completion work, such extension shall be communicated to the contractor by the Engineer-in-Charge in writing within the month of the date of the receipt of such request.

6. Contractor's Labour/Worker while working inside.

- 6.1 The contractor shall ensure 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 offer is liable to be rejected.

- 6.2 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 contractor to Engineer-in-charge.

- 6.3. 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 to claim indemnifies from his sub-contractors.
- 6.4. 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 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.
- 6.5 The contractor shall not any time do, cause or permit any nuisance on the work site or to do anything shall cause unnecessary disturbance or inconvenience to other workers.
- 6.6 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.
- 6.7 No work shall be carried out during night, factory weekly off and public holidays without the prior written permission of Engineer-in-charge.

7. Inspection and Approval:

- 7.1 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.
- 7.2 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.
- 7.3 Company officer 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.
- 8.0 Defects liability period - Guarantee
- a) The contractor shall guarantee the executed work for satisfactory performance for one year on two shift basis from the date of handing over with any major impairment to the accuracies and performance excluding maloperation & accidents. No out of pocket expenses will be given to the engineers/staff of the reconditioners while they are asked to attend the machines during the guarantee period.

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

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

- a) 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 with in 7 days after a notice in writing is given by Engineer-in-charge in that behalf of, or
- b) 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.

- c) Shall obtain a contract with the company as a result of ring tendering or other non-bonafide methods competitive tendering the Accepting Authority may without prejudice to any other right to remedy can cancel the contract in full or part.
- d) In case the contractor abandons the works 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.

10. **Arbitration and Law.**

Except where otherwise provided for the contract, all questions and disputes relating to the Leaning of the specifications designs, drawings, and instruction 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 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, of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator is appointed is an employee 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 exclaimed 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 persons 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 refereed to arbitration at all. In all case where the amount of the claim in dispute is Rs. 50,000/- the claim in dispute is ` 50,000/- (Rupees fifty thousand only) and above, the arbitrator shall give reason for the award.

Subject as aforesaid the provision of the arbitration Act, 1940, or any statutory modification or reactment 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 involving 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 each 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 thee contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable, to the contractor shall be with held on account of such proceedings. The arbitrator shall be deemed to have entered n the reference on the date of the first hearing. The arbitrator shall give a separate award in respect of such dispute or difference referred 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, conclusive and binding all parties to this contract.

11. **Jurisdiction:**

The jurisdiction in all cases shall be at Bhopal.

12. **Guidelines for settlement of Claims for compensation arising out of accidents:**

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, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial, operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/offices/townships and premises/ project sites.
- c) Compensation in respect of each of 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.

13. THE BHEL CONCILIATION SCHEME:

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.

Note:

- 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 BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS is as under

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

- 1. 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 herein:
- 2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
- 3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
- 4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter

- involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
 6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.
 7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
 8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
 9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
 10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
 11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
 12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
 13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
 14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
 15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
 16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority,

the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a) On the date of signing of the Settlement agreement by the Parties; or,
 - b) By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c) By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d) By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e) On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

| Sl No | Particulars | Amount |
|--------------|--|--|
| 1. | Sitting fees | Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below. |
| 2. | Towards drafting of settlement agreement | <p>In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs. 5 crores but less than Rs 10 crores. Rs.75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs.10crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p> |
| 3. | Secretarial expenses | Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. |

| | | |
|----|--|---|
| | | Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC |
| 4. | Travel and transportation and stay at outstation (i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL) | As per entitlement of the equivalent officer (pay scale wise) in BHEL. |

| | | |
|----|---|--|
| 4. | Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL) | As per entitlement of the equivalent officer (pay scale wise) in BHEL. |
| | Others | As per the extant entitlement of whole time Functional Directors in BHEL. Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class. |
| 5 | Venue for meeting | Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately. |

24. The parties will bear their own costs including cost of presenting their cases/evidence/ witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/ expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC

on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.

29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
 - a) Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b) admissions made by the other party in the course of the Conciliator proceedings;
 - c) proposals made by the Conciliator;
 - d) The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Format 3 to BHEL Conciliation Scheme, 2018

**FORMAT FOR GIVING CONSENT BY
CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR / CONSORTIUM
PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH
IEC**

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

| SL. no. | Claim Description | Bill submitted to BHEL(no.and date) | Amount of the bill/claim | Amount received from BHEL | Outstanding Amount |
|---------|-------------------|-------------------------------------|--------------------------|---------------------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

Representative of Contractor

with designation Date

Authorized

Name,

Format 5 to BHEL Conciliation Scheme, 2018
STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY
BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

| SI. No. | Description of claim(s)/ Counter Claim | Amount (in INR) Or currency applicable in the contract | Relevant contract clause |
|---------|---|--|-----------------------------|
| | | | |
| | | | |
| | | | |

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note :- The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.

(Signature & Seal of Contractor & Date)

INSTRUCTIONS TO CONTRACTORSCOMPLIANCES TO BE ENSURED BY WORK ORDER STATUTORYISSUING AUTHORITY FOR JOB / WORK / LABOUR CONTRACTS

- ☐ BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- ☐ The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- ☐ 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.
- ☐ 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.
- ☐ Contractor shall obtain Police Verification of all his workers.
- ☐ 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 Work Order No. _____ in _____ (name of department).

PAYMENT OF WAGES

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

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

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

SAFETY AND DISCIPLINARY ACTION

☐ Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.

☐ Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.

☐ Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advise of Contracting officer.

☐ 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

☐ 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.

☐ Contractor shall fully comply provisions of various applicable labour laws

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

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

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

COMPLIANCE OF STATUTORY PROVISIONS

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

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

Contribution under various statutes is as under:-

| | Employer Contribution | Employee Contribution |
|------------------------|------------------------------------|------------------------------------|
| PF Contributions | 13.15% | 12% |
| ESI Contribution: | 4.75% | 1.75% |
| MP Shram Kalyan Mandal | Rs18 for each Worker (half yearly) | Rs 6 for each Worker (half yearly) |

Other contribution as applicable towards Bonus, Uniform, Shoes, safety helmets, Safety Belts, & obligations for fulfillment of statutory requirement like submission of Service tax etc should be considered while quoting.

I) Record and Registered by contractor.

II) Annual Return of PF.

III) Form 3A.

IV) Token Permission.

V) Photo Pass.

VI) Employment Pass.

VII) Form D (Annual Return as per Payment of Bonus Act 1965).

- BHEL reserve rights to accept the tender in part or full without assigning the reason thereof.
- The contractor shall keep all his men orderly and disciplined.
- BHEL reserves the right to revoke the contract at anytime and at any stage if it is found that the complaints are not promptly attended or there is deliberate negligence from your part or our equipments are pilferage by you or any other reason.
- You and your workers will observe all the laws/enactments, rules and regulations of BHEL and also of central and state government for the time being enforce and will be enforced from time to time.
- You will be liable for compensation to BHEL in the event of abandoning the work before expiry of the contract period to maximum of 10% of the contract value.
The work or part of the work so abandoned will be done by BHEL or through subcontracting at your risk and cost.
- You shall have to comply with the priority fixed by the Engineer In charge for taking urgent repair work.

I/we agree.

(Signature & Seal of Contractor & Date)

SAFETY AND ENVIRONMENT OBLIGATIONS

1. Rules To Be Observed, (while inside BHEL premises) :

- i) BHEL is a no-smoking zone. This rule shall be observed by all workmen at all times while inside BHEL.
- ii) Workers shall not indulge in gambling or consumption of liquor while inside BHEL.
- iii) No workmen shall enter BHEL in inebriated condition.
 - iv) Contractor shall not post any worker at a workplace without instructing him of all Safety requirements, Technical requirements and all rules of proper conduct in line with Factories Act and BHEL Rules and regulations.

2. SAFETY :

- i) No workman shall be below the age of 18 years on the date of starting work in BHEL. Neither shall any contract worker be above 60 years of age during the entire period of contract.
- ii) For any skilled / semi-skilled work, notarized copies of trade certificate such as ITI pass, Diploma, or degree shall be furnished.
- iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
- iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past , period (from and to date) shall be furnished at the time of quoting for the tender.
- v) Contractor shall submit proof of crane operator having undergone training for operating the crane. Or that he is sufficiently/adequately skilled and/or experienced in operation of the said crane. This has to be in accordance of Factories Act Rule 62(3) which states “No person under 18 years of age and no person who is not sufficiently competent AND reliable shall be employed as driver (meaning : operator) of a lifting machine (meaning : crane) whether driven by mechanical power (meaning Fork lift truck, mobile crane) or otherwise (meaning : JIB crane, Mono-rail/Goliath/semi-goliath crane, EOT Crane, Hoist, Lift) , or to give signals to driver (meaning : slinger) .
- vi) For slingers employed by contractor, the minimum educational qualification shall be 10th pass .
- vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor’s workmen are working without the required PPEs, BHEL reserves the right to terminate the contract OR to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
- viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc as relevant and mandatory for adequate safety of personnel. For other consumable nature of PPEs also, such as masks, ear-buds, muffs gloves, inspection at workplace by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- ix) For items which are relevant with safe performance of work at workplace, on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
- xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

3. ENVIRONMENT:

- i) For any Chemicals, Paints or oils etc that the contractor may be required to bring inside factory, the empty drums, containers etc shall be taken out through gate no-9 under intimation to AGM concerned of the department where work is carried out. OR will be deposited at SDX through concerned department, against SDN.
- ii) No oil, effluent or chemical etc shall be drained in the drains or water pools inside factory.

4. HEALTH

- i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL .
- ii) For crane operators Medical certificate with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor(MBBS Ophthalmology).
- iii) All hired/on-contract crane operators shall be got verified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
- iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from Registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases or diseases like TB, Asthma, Leprosy etc.
- v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate (of current date) of Physical Fitness from a registered Medical doctor mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice. The permission for such exception may be granted after due consideration by an official not lower than AGM(HOD).
- vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks etc, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.
- vii) The contractor shall follow the Permit system for all dangerous operations as governed under Factories act and State Rules.

5. ROAD SAFETY :

- i) All vehicles brought inside the factory by contractor, shall have valid registration. The drivers, or operators as the case may be, shall have valid licenses. The vehicles shall be Road-worthy and Load-worthy as applicable.
- ii) Operation of Battery operated trucks (BOT) and Fork-lift trucks inside factory shall be done only by workmen who hold valid licenses for light commercial vehicles.
- iii) Maintaining road safety rules inside factory at all times is the prime responsibility of contractor's workmen. Any violation of the same shall be deemed a punishable offence in accordance with road safety rules. Any damage to the property of BHEL by any act of carelessness on road/mishap, shall be recoverable from the contractor.

6. GENERAL SAFETY ASPECTS:

All Contractor's workmen shall abide by the rules & regulations of BHEL with respect to Safety, Health and Environment while inside BHEL Bhopal factory:

- 1 BHEL's HSE policy shall be honored at all times.
- 2 PPEs shall be used as required at the work-place
- 3 No unsafe act shall be indulged-in, by the workmen.
- 4 Special written permission for working at heights shall be obtained by contractor.
- 5 Medical clearances as required for work shall be submitted before start of work.
- 6 While working at any machine tool area/dangerous operation, BOTs, Cranes etc .mobile phone usage is not allowed.
- 7 No loose clothings like shawls, mufflers, dupatta etc should be worn near machine tools. Clothes shall be reasonably tight fitting and preclude any mishap occurrence .
- 8 Smoking & consumption of intoxicating substances is prohibited at all times inside factory.
- 9 No make-shift arrangements shall be made for any engineering shop-floor work .
- 10 Compressed air shall not be used for area or personal cleaning/de-dusting.
- 11 All stipulations of the Factories Act shall be honored and observed by contractor's workmen.

7. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on : whichever is applicable
(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery ,Process)

- 7.1 Revolving Machinery
- 7.2 Pressure Vessels
- 7.3 Lifting Devices
- 7.4 Power Presses
- 7.5 Work at heights
- 7.6 Any confined space
- 7.7 Electrical Equipment
- 7.8 In the vicinity of other hazardous process/machinery

(Signature & Seal of Contractor & Date)

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

4. In case any tax 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 tax law for availing such ITC, or any other reasons not attributed to BHEL, tax amount shall be recoverable from the contractor along with interest levied/leviable on BHEL. Hence payment covering tax portion including interest thereon will be payable only upon completion of these requirements.
5. In case he **delays in declaring such invoices in his return** and tax credit availed by BHEL is denied or reversed subsequently as per tax law, tax amount paid by BHEL towards such ITC reversal as per tax law shall be recoverable from them along with interest levied/leviable from BHEL. Hence payment covering tax portion including interest thereon will be payable only after the last date/chance for availing ITC.

Reverse Charge under GST

- 6.A In respect of goods, reverse charge liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.
- 6.B 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.
- 6 C. 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 Tax law.

Anti Profiteering

7. Bidder has to give an undertaking that any reduction in the rate of GST and/or benefits of ITC under the provisions of GST law shall be passed on to BHEL by way commensurate reduction in price of Goods/services.

This may be due to

Any reduction in the rate of GST or the benefits of ITC accrues to vendor/contractor.

Availability of ITC for interstate supplies under GST which was not available in existing law (like CST) or ITC reversal under the existing law for stock transfer or on account of common credit etc.

Any element of taxes like excise, service tax, VAT, CST, Entry tax etc. embedded into price of goods or service under contract/work order/PO placed under the existing law.

The above shall be taken in to account for working out the benefits to be passed on to BHEL.

The above shall be taken on to account for working out the benefit to be passed on to BHEL.

A declaration on anti-profiteering shall be submitted by bidder with price impact.

(Signature & Seal of Contractor & Date)