

**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
(WATER TURBINE MANUFACTURING DIVISION)**

NOTICE INVITING TENDER

NIT No. WTM/ASSY/GRINDING/1920/002

Date: 24/07/2019

Water Turbine Manufacturing Division, BHEL, Bhopal invites sealed bid in two part (**Part-I: Technical Bid; Part-II: Price Bid**) for following work from experienced and financially sound bidder who fulfil the qualifying criteria contained in the tender document:

Name of Work	Grinding, Chipping and Polishing of Hydro Turbine Assemblies and its Sub-Assemblies - Components.
Contract Period	Till 30 th June,2020 from the date of placement of work order
Earnest Money	Rs 24,800/- paid online https://www.onlinesbi.com/prelogin/icollecthome.htm - Receipt be enclosed with Technical bid.
Tender cost	Rs. 1000 paid online https://www.onlinesbi.com/prelogin/icollecthome.htm - Receipt be enclosed with Technical bid.
Due date & time of bid submission	On or before 09.08.2019, 11:00 Hrs
Due date & time of bid opening	09.08.2019, 14:00 Hrs Onward
Venue for Sale of tender	Office of tendering Authority, the address is given below
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 corporate web site www.bhel.com
2. All subsequent corrigendum/amendment shall be published on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For detail, 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.

Navin Kumar Singh
Sr. Manager (WTM-Assy)
Block-01, WATER TURBINE MANUFACTURING DIVISION
BHEL, Piplani, Bhopal-462022
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NIT No. WTM/GRINDING/1920/002

**For GRINDING, CHIPPING AND POLISHING OF HYDRO
TURBINE ASSEMBLIES AND ITS SUB- ASSEMBLIES
COMPONENTS**

**AT
BHEL, BHOPAL**

TECHNICAL BID

**(Due date of submission:-
On or before 11 AM, 09/08/2019)**

CONTENTS:

- 1.0 INSTRUCTION TO TENDERERS**
- 2.0 ANNEXURE I to VIII**
- 3.0 PRICE BID**
- 4.0 CURRENT STATUTORY MINIMUM WAGES TO
BE PAID**

**WATER TURBINE MANUFACTURING
BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
BHOPAL – 462022 (M.P)**



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

1.0 INSTRUCTIONS TO THE TENDERERS

1. The bid is invited in two parts viz. Part-I: Technical Bid; Part-II: Price Bid.

Considering the tight deadlines and timely dispatch, Contract shall be splitted in the ratio of 50%, 30% and 20% i.e 17079 hrs, 10247 hrs and 6832 hrs respectively. The work shall be distributed among three competitive parties L1, L2 and L3 and L2 & L3 parties have to match the Lowest Rate (L1 rate) for the Grinding and Polishing Work in Annexure A. For the given Grinding work or operation, separate job card will be given to the contractors which they book for Billing after the completion of operation.

Wherever the numbers of qualified responses (N) are three or less, the distribution shall be limited to (N-1) qualified responses as per BHEL Works Policy 2016.

- 1.1 **Part-I (Technical) Bid:** Technical bid should contain documents in the same order as listed below:
- 1.1.1 Fully filled technical bid preformat along with the required photocopies (Annexure I to VIII)
- 1.1.2 Fully filled, signed with sealed Price Bid.
- 1.1.3 Statutory Minimum wages document signed and sealed.
- 1.1.4 Tender Fee of Rs. 1000 to be paid online (GST shall be extra)
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
- Receipt be enclosed with Technical bid.
- 1.1.5 EMD in the prescribed form.
- 1.1.6 Each page signed and stamped with all preformats/ photocopies/ annexures duly filled in legible writing.

- **Last Date of Bid submission** :- 9th August 2019 (Friday) by 11:00 AM
- **Date of Technical bid opening**: - After 02:00 PM on 09/08/19.
- **Venue for bids submission/ opening**:-
Tender Room, Admin Block,
Ground Floor, BHEL, Bhopal-462022

Note: - The bidder should not give their price offer in Technical Bid.
The technical bid containing price offer shall be rejected.



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WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

1.2 Part-II (Price) Bid: Price bid should contain the Price Offer to be submitted strictly as per enclosed format. The Price must be quoted for the total quantity of the work mentioned in the scope. Rate quoted will be considered up to two places of decimal.

1.3 Part-I and Part-II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as Technical Bid or Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly.

Top of the outer cover/envelop should contain following information:

- 1. NIT No. & Title of Work**
- 2. Bid Opening date & time**
- 3. Address/Venue of Bid Submission**
- 4. Bidder's Name & Address**

- 2. The complete offer with tender specification including all documents submitted in response to this tender shall be duly signed and sent in a sealed cover super-scribing the name of work as given in the tender notice.**
- 3. Earnest money will be refunded to the unsuccessful tenderers. In case of successful tender, it will be adjusted with the security deposit.**
- 4. The offers should justifiably meet the statutory requirements of different Labour laws & provisions and meet other expenditures of the contract. Offers of those Parties who fail to justify their rates accordingly will be rejected. The basic labor rates should include minimum wage as per Govt. rates and additional amount as per BHEL provisions.**
- 5. Validity of offer should be at least for 3 months. BHEL Bhopal does not bind itself to accept the lowest or any other tender or to give reason for their decision. BHEL Bhopal reserves the right to accept the whole or any part of the offer and the contractors shall be bound to perform the same at their quoted rates.**
- 6. The contractors should submit their offer in the attached preformat along with all the annexures duly signed for acceptance of the quantum of work and conditions. These annexures will form a part of the contract agreement to be signed between you and BHEL. In case, any terms and conditions are not acceptable to the tenders, the same should be clearly stated. The tender document may be sent to the place mentioned above and by the time mentioned above. The tenderer may depute their representative at the time of opening of the tender.**



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WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

7. All the communication between BHEL and Contractor parties shall be done through E-mail. No other modes of communication shall be used for any query. **It is mandatory that all parties provide their official E-mail addresses in ANNEXURE-I.**

Yours faithfully

Navin Kumar Singh
Sr. Manager (WTM- Assy)
(For and on behalf of BHEL)



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/001

PART II – Price Bid

Enquiry No.: WTM/GRINDING/1920/002

Grinding, Chipping and Polishing of Hydro Turbine Assemblies and its Sub- Assemblies - Components. (As per Annexure V). For above mentioned work, single & composite price by contractor is as per following:-

TOTAL TECHNOLOGICAL HRS: 34158 TECH HRS.

Quoted Rate:-

In Figure:-

Rs.

(Per Technological Hours)

In Words:-

Rs.

(Per Technological Hours)

Notes:-

1. **In case of Tie of L1 Price, the bidder with higher value of similar work (As defined in NIT) in last three years shall be treated as L1.**
2. Good & Services tax (GST), as applicable, shall be paid extra, over the quoted rate, as per the Govt. norms, on producing documentary evidence.
3. This rate quoted by the bidder shall be firm for the whole contract period.
4. This rate will be taken as final rate including pf, esi, all statutory levies, uniform, shoes, helmet, supervision/administrative charges/margin, other govt taxes (excluding of service tax/gst) and inclusive of clc wage revisions from time to time.
5. Strictly avoid over writing, cutting or unclear writing.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

CURRENT STATUTORY MINIMUM WAGES
(Applicable from 01.04.2019)

CATGEORY OF WORKER	TOTAL WAGES TO BE PAID DAILY (per day)
Skilled Worker	Rs. 452.94
Semi-Skilled Worker	Rs. 431.56
Unskilled Worker	Rs. 407.32

Tenderer's Name & Address:



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

ANNEXURE-I

S.No.	Description	To be filled by Contractor
1	NAME OF THE FIRM	_____ _____
2	ADDRESS OF THE FIRM	_____
3	NAME OF THE CONTACT PERSON	_____
4	CORRESPONDENCE ADDRESS	_____ _____
5	PHONE & FAX No.	_____
6	EMAIL ID	_____
7	YEAR OF ESTD. OF THE FIRM	_____
8	PF No.	_____
9	ESI No.	_____
10	PAN CARD No.	_____
11	GOODS AND SERVICES TAX REGISTRATION No.	_____



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

DECLARATION SHEET

I (Name of contractor) hereby declare that none of my relations* is working in the hydro group. *Relations mean and include:

1. Husband/ Wife
2. Father
3. Mother (including step-mother)
4. Son (including step-son)
5. Son's wife
6. Daughter (including step-daughter)
7. Father's father
8. Father's mother
9. Mother's mother
10. Mother's father
11. Son's Son
12. Son's son's wife
13. Son's daughter
14. Son's daughter's husband
15. Daughter's husband
16. Daughter's son
17. Daughter's son's wife
18. Daughter's daughter
19. Daughter's daughter's husband
20. Brother (including step-brother)
21. Brother's wife
22. Sister (including step-sister)
23. Sister's husband



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

ANNEXURE-II
LIST OF DOCUMENTS TO BE SUBMITTED

1. TDS Challans/ certificates for last 3 years, ending 31st march of 2018.
2. Copy of work orders of similar nature of work to be submitted in proof of experience (W.O. shall not be earlier than financial year 2012-13) (See qualifying criteria as per Annexure –IV (S.No.-2) for definition of similar nature of work).
3. Work Completion/Work-in-Continuation certificate from the executing divisions of an industry or an establishment of Government/ Public / Private sector, the work orders submitted as per S.No.-2 by an executive not lower than the rank of DGM or equivalent.
4. P.F. Registration Copy
5. ESI Registration Copy
6. Latest PF Challan available
7. Latest ESI Challan available
8. Registration copy of Establishment
9. GSTIN (copy)



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

ANNEXURE-III
CHECK LIST FOR SUBMISSION OF ATTACHEMENT

Name of Firm

Activity Name.....

S.No.	PARTICULARS(Whichever is applicable)	SUBMISSION		PAGE NO.
		YES	NO	
1	Copy of audited Balance sheet for last three year ending 31/03/2018			
2	Copy of work orders			
3	Certificates of work orders mentioned			
4	Tender Fee (Receipt/ Demand Draft as applicable)			
5	P.F. Registration Copy			
6	ESI Registration Copy			
7	Latest PF Challan available			
8	Latest ESI Challan available			
9	Registration copy of Establishment			
10	GSTIN Copy			
11	Copy of EMD Receipt			
12	Copy of Labour License			
13	Copy of PAN ID			
14	Qualifying criteria for the Activity duly signed and submitted as per Annexure IV			
15	Technical terms and conditions for the Activity duly signed & submitted as per annexure V			
16	General Term and condition and statutory compliances duly signed & submitted as per annexure			



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

**ANNEXURE-IV
QUALIFYING CRITERIA**

ACTIVITY: Grinding, Chipping and Polishing of Turbine Assemblies and its Sub- Assemblies - Components.

1. Average annual financial turnover during the last three years, ending 31st march of 2019, should be at least 3.72 lakhs.
2. Experience of having executed or executing works contract of value as mentioned below in the areas similar to the activities mentioned in Annexure-V (S.No.-2). Period: From April 2012 to June 2018 (Copy of work order & corresponding completion certificate to be submitted as proof of experience).
 - (i) For 3 completed works Contract – 4.95 lakh each or more

Or
 - (ii) For 2 completed works contract – 6.2 lakh each or more

Or
 - (iii) For 1 completed works contract – 9.91 lakh or more
3. Submission of all documents as mention in ANNEXURE – II

Only the firms meeting the above requirements shall be qualified technically for further processing of tender i.e. the price bid will be opened for technically qualified parties only.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

ANNEXURE-V
SCOPE OF WORK

1) The work includes Grinding/ Chipping and Polishing work in various Hydro (Water) Turbines Like Pelton, Kaplan and Francis Machines and related auxiliary assemblies and sub-assemblies. Major Grinding work involved in Hydro Turbine items involves work such as Grinding in U/S, D/S Body, Door, Weld Edge Preparation in BF valve Door and Body. Polishing of Runner Blades of Francis and Kaplan Runners, Bucket Grinding & Polishing, Template matching with the surface in 1 mm, Blue matching of joint surfaces, deburring, Preparation of Top cover, pivot ring, guide vanes (GV), regulating ring, Lever etc., Collar grinding (equivalent to machining) in GV levers, Guide Vanes. Step Blending in DT Cone, Stay Ring etc. Deburring, step blending in Guide Bearing, Shaft Sealing, Servo Motor (MIV, BF Valve and GV), HP and LP - Pressure Receiver, Nut guard, Rectification of Major Turbine Assemblies, sub –assemblies and its auxiliaries, Bypass Valves (MIV, BFV), Anti- Vacuum Braking Valves, Monorail, Distributor Segment etc. The scope of work may also cover some offloaded works from other product departments of BHEL Bhopal. Technological hours will be certified as per approved technology and quantum of work executed.

Some of the major activities are as follow:-

- Profile Grinding, Polishing in Runner Blades of Francis and Kaplan Runner
- Step Blending in ratio of 1:4 in Spherical Valves (MIV) components like U/S body, D/S Body and Door. In Case of fouling of moving parts material removal by Chipping/Gouging (arc/grinding)) and dressing.
- Trunnion Collar and profile grinding/polishing of guide vanes and checking with template.
- Step Blending in ratio of 1:4 in Inlet Pipe, Outlet Pipe, Test Cone, Spiral Casings, Top Cover, Pivot Ring, Regulating ring, Levers, pins etc.
- NDT (DPT) of components in weld joints, blade surfaces, plates and defects repairs by gauging, welding and dressing.
- Profile Making with templates of Runner Blades (Francis/Kaplan) in 1mm
- Profile Making with templates in Pelton Runner buckets in 1mm
- Precision level of Blue matching of joint surfaces of turbine components in 0.02 to 0.03 mm range by scrapping, grinding and polishing.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

- Step Blending in ratio of 1:4 and Weld edge Preparation and subsequent dressing, in Butterfly Valves (BFV) components like Valve body, Door. In Case of fouling of moving parts material removal by Chipping/Gouging (arc/grinding)) and dressing.
- Repair/ rectification work in turbine components through gauging, welding and dressing the surface up to machining level.
- Deburring, step blending in Guide Bearing, Shaft Sealing, Servo Motor (MIV, BF Valve and GV), HP and LP - Pressure Receiver, Shaft, Nut guard, Stay Ring, DT Cone, Shaft Seal, Anti-Vacuum Breaking Valve, Distributor segments etc.
 - Prior to Grinding work, cleaning, deburring, any rectification required on the individual components shall be done to avoid any rework.
 - Operator/Dresser should be able to operate high frequency (long neck) grinder, angle (disc) grinder, pneumatic grinder, chipping gun etc.

II) Similar nature of work shall constitute experience in Grinding related work of Turbine or its sub - assemblies.

III) Minimum Skilled Manpower required to execute the work per day = 15 Skilled Man

Period of Contract = Up to 30 June 2020 from the date of work order commencement.

Total Required Tech-hrs. = 34158 Tech-hrs.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

ANNEXURE-VI
TECHNICAL TERMS AND CONDITIONS

1. Manpower required shall be ITI qualified with minimum 1 year of work experience in Grinding. In case the worker to be deployed is not ITI qualified, at least 3 years of grinding work experience in Turbine Assembly related work, as ascertained by Head of Dept. or equivalent, is mandatory.
2. Qualified worker should be able to operate high frequency grinder, angle (disc) grinder, pneumatic grinder and chipping gun.
3. In case of any clarification or explanation required in identification of the jobs, the same should be sought from the concerned shop Executive / Supervisor before starting the work.
4. Before starting the work the contractor should submit, to the tender issuing authority, the list of workers he is going to engage in the work, with details showing his type of skill, PF no., ESI no., qualification, months of experience. These details of workers has to be maintained through-out the contract period for ease of monitoring all wage related issues.
5. For undertaking and supervision of the work, the successful contractor or his representative shall have to maintain day to day contact with WTM officials and report on every working day at the beginning of the first shift. He has to deploy sufficient workers in I, II or III shift, as per work requirement, even on Sundays / Holidays (if required) and failure may attract suitable penalty as deemed appropriate by HOD (WTM). The contractor shall be responsible for good conduct of his employees.
6. Contractor shall not engage any female worker for the execution of the work order without the written Permission of Engineer-In-charge of work.
7. To run the work smoothly and to monitor the wage related issues, very frequent change of the worker will not be allowed. The worker can be changed only after obtaining written permission from the Works contract executive after showing proper reason. (This is necessary to maintain quality of work and to monitor wage related issues).



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

8. Contractor shall arrange to carry out the above-mentioned operations at WTM Division in three shifts i.e., 24 hours x 7 days, as required.
9. Actual quantum of work may vary by +/- 10% from the estimated quantum of work.
10. The contractor will be solely responsible for timely execution and completion of work. Contractor has to depute his own supervisor for necessary supervision and monitoring. Supervisor should have good knowledge of Hydro Turbine Assembly and its sub-assemblies.
11. Technical requirement and guidance shall be provided by BHEL Supervisor / Executive. However, the whole responsibility of completion of works contract lies with the contractor.
12. If at any time, it is noticed that the party has stopped the work or is not deploying adequate workforce, BHEL may get the balance work done through any other new contractor on risk and cost of the original contractor.
13. The final acceptance / completion certificate shall be issued on the basis of all clearance given by QWT in charge duly certified by concerned supervisor & counter signed by shop executive.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

**ANNEXURE-VII
GENERAL TERMS AND CONDITIONS**

1.0 DEFINITIONS:-

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires.

- 1.1 '**BHEL**' shall mean **Bharat Heavy Electricals Limited**, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at Piplani, Bhopal – 462022 or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 '**CONTRACTOR**' or '**FIRM**' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 '**CONTRACT**' or '**CONTRACT DOCUMENT**' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if an, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 '**TENDER DOCUMENTS**' shall mean Instruction to Tenderers, General Terms & Conditions, Special Conditions, Tender Specifications including drawings and any other documents issued to the bidder against invitation of bid.
- 1.5 '**LETTER OF INTENT**' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provisions contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 **APPROVED, DIRECTED or INSTRUCTED**: shall mean approved, directed or instructed by BHEL Shop Engineer/Shop- in-charge/Concerned authorities.
- 1.7 '**WORK**' or '**CONTRACT WORK**' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

2.0 OFFICIAL SECRET ACT:-

The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.

3.0 MODE OF COMMUNICATIONS:-

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance.

4.0 EARNEST MONEY:-

4.1 Bidder has to submit Earnest Money Deposit (EMD) of the prescribed amount through electronic mode/One time EMD, in favor of Bharat Heavy Electricals Limited, Bhopal, with each tender.

a) The amount of fresh EMD, effective as on date, is Rs.24,800/- (Twenty Four Thousand Eight Hundred only).

b) The value of one time EMD is Rs. 5.0 lakh/- (Five Lakh Rupees Only)

4.2 In the case of unsuccessful bidder, the EMD will be refunded, within 30 days of the Acceptance of award of work by the successful bidder.

4.3 The EMD of the successful bidder will be retained towards part of Security Deposit.

4.4 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

(a) After opening of tender revokes/withdraws his tender within the validity period or revises/alters his earlier quoted rates / conditions.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

(b) Fails to start the work within the period as per LOI, contract / within 30 days after award of contract.

5.0 OFFER SUBMISSION IN RESPONSE TO INVITATION:-

An offer, each page duly signed by an authorized person, with all formalities, in a sealed & properly super scribed envelope, shall be deposited, in tender box at the central designated venue, on or before the date and time specified in NIT. Offers thus received shall be opened at the designated venue on the specified date & time, in the presence of those bidders or their representatives, who choose to be present. The rate shall be quoted as the Final rate including of PF, ESI, all other statutory payments, levies and all other Govt. taxes but Excluding of the GST. No escalation/additional / overtime/ waiting charges will be paid other than the quoted rate. An offer will be treated as invalid offer if it contains any condition, deviation, or insufficiency. Quoting of any ambiguous, impractical, unworkable rate or over written, unclear or erased rate in Price bid shall be strictly avoided. Any such case may lead to cancellation of the offer. Validity period of an offer shall be up to three months after the submission date.

6.0 SECURITY DEPOSIT:-

Upon acceptance of offer, the successful bidder shall deposit the prescribed amount of security deposit, before start of the work.

6.1 The amount of Security Deposit, effective as on date, is 5% of the Contract Value.

6.2 The full or 50% Security Deposit may be deposited through electronic mode/Fix Deposits/Bank Guarantee/Securities. The balance 50% of Security Deposit shall be recovered from the running bills@10% of the value of each running bill commencing from first running bill itself till the full Security Deposit is made up.

6.3 Return of Security Deposit:

The Security deposit shall be refunded to the firm, only after minimum 3 months, of successful completion of the contract, after producing "Clearance and No Dues Certificate" from the concerned executive.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form,

but only once, before completion of work, with the approval of the authority competent to award the work.

7.0 AGREEMENT SIGNING:-

The firm will be required to sign a contract with BHEL on a proper Non-judicial stamp paper, in a prescribed format before start of work. The cost towards agreement shall be borne by the firm.

8.0 RESPONSIBILITIES OF THE FIRM:-

8.1 GENERAL RESPONSIBILITIES:-

- a) The firm shall follow all the statutory compliances as mentioned in the annexure-I and all the prevailing Industrial / Labour laws/ Govt. laws, as amended from time to time.
- b) The firm shall pay all taxes, fees, license charges which may be him or otherwise as deemed fit.
- c) The firm shall ensure that no damage is caused to any person/any existing work/property of BHEL/other parties working inside the factory. If any such damage is caused, it shall be the responsibility of the firm to make good the losses and compensate the affected parties at his own cost.
- d) The firm shall fully indemnify BHEL/its customer against all claims of whatever nature arising during the course of execution of this contract due to acts of the firm/their personnel.
- e) Gate Pass for entry into BHEL Factory would be required for all the persons deployed by the firm. The firm shall be arranging the passes and working permission beyond normal working hours on their own. BHEL Engineer shall provide necessary help and guidance for the same.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

- f) Firm shall maintain a Wages register showing the following details clearly, for each month, exclusively contract / area wise:-
- I. Measure of work (or attendance) for which worker is entitled for wages.
 - II. Wages paid,
 - III. PF and ESI deduction from each worker,
 - IV. PF and ESI contribution by firm,
 - V. Whether monthly wages slip received,
 - VI. Signature of worker.
- One copy of wages record shall be furnished every month, for inspection purpose of various Labour authorities. Firm shall preserve all such wages records and other records, up to as specified by Labour laws and at least up to the security deposit clearance.
- g) Firm shall furnish the following certificates duly applicable for the working year, whenever desired by BHEL.
- I. Annual returns & inspection certificates of PF and ESI.
 - II. Monthly challans of PF and ESI.
 - III. MP Welfare fund receipt.
 - IV. Annual statement for availed/paid leaves,
 - V. Bonus paid (Form-C & D)
- h) The firm shall ensure that the employees deployed by them restrict their movement in the area earmarked.

8.2 TECHNICAL RESPONSIBILITIES:-

- a) Firm shall perform all activities of the enlisted work category, or activities as notified in the Tender, as per directives of BHEL shop engineer.
- b) Only qualified workers with required experience in the relevant work category shall be deployed to execute the work.
- c) The work shall be done under the full time and complete administrative & technical supervision by graduate engineer / experienced diploma holder / Group leaders appointed by the firm.
- d) All materials required to perform above activities and other shop equipment/ fixtures/ tools / crane facility will be provided at free of cost by BHEL.
- e) Working time can be any time during 1st/ 2nd / 3rd shifts as required by BHEL including Sundays & Holidays. Normal working hours in the plant is 8 hours.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

- f) The firm shall complete the allotted work, meeting all norms & safety parameters of BHEL and up to the satisfaction of shop executive.
- g) Measurement unit of assigned work shall be generally per technology hours or per weight unit, per MVA, per job, per Crane hours others etc. which shall be notified during bidding invitation.

9.0 PAYMENT TERMS:-

- 9.1 Payment shall be made, based on completed Technical Hours duly certified by concerned officer, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned engineer through Measurement book.
- 9.2 Payment shall be released normally, within 60 days, after submission of the bills (Measurement book), with meeting all formalities in advance. All payments shall be released through electronic-pay mode only.
- 9.3 GST, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.
- 9.4 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 9.5 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions. Payment against running bills, on achievement of milestones, will have no relation with the payment schedule of firm for wages etc. of their personnel.

10.0 PENALTY:-

Penalty for delay in work - For delays beyond the specified schedule, if attributable to the firm; **Penalty may be imposed, at the specified rate, if any in NIT, maximum up to the ceiling of 10% of the contract value for the allotted work. The rate shall be ½ % of the involved contract value for the per one-day delay.** If any defect is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost. GST on penalty shall be charged extra. First one month shall not be considered for penalty in order to establish and streamline the contract.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

Penalty for violation of safety norms - In case of violation of safety norms including nonuse of personal protective equipment by the contractor's employee, the contractor shall be levied a penalty of Rs.1000/- per incident and if similar violation is repeated, an enhanced penalty of Rs.2000/- per incident shall be imposed.

If any defects is noticed in the work at latter stage, the firm shall repair the same, in short time at free of cost. For damages BHEL shall recover all the cost from the Contractor for the payments already made for the particular Job.

11.0 FORCE MAJEURE:-

The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, flood, fire, cyclone, earthquake, epidemic and other similar causes over which, no contractor has any control. In such cases, firm shall resume their operations, after reasonable and mutually agreed time.

12.0 ARBITRATION:-

12.1 All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.

12.2 The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

12.3 The arbitration proceedings shall be held at Bhopal.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

13.0 RIGHTS OF BHEL:-

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation:-

13.1 Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfillment of any contractual obligations or obligations under the law.

14.0 'LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION':-

The contract shall be governed, by the law for the time being in force, in the Republic of India. The Civil Court at Bhopal shall alone have exclusive jurisdiction in regard to all claims in respect of the contract.

SPECIFIC CONDITIONS:-

The following shall be specifically considered in execution of contract:-

1. ATTENDANCE RECORD OF CONTRACT WORKERS:-

"The contractor should maintain an Attendance Register against each work order in respect of the contract laborers deployed by him in that department. The contractor shall record the daily attendance of the workers. The register shall bear the daily signature of contract workers & contractor. The register shall be available at the place of work/dept. at all the times of work. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971 and available on CLC web page. If during any inspection, the



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

attendance register is not found at the place of work, the contract is liable to be short closed/ terminated.” It shall be specifically provided that BHEL reserves the right to reject any Labor technically unsuitable.

2. WAGE RECORD OF CONTRACT WORKERS:-

“The contractor should maintain a Wage Register against each work order in respect of the contract laborers deployed by him in that department. Wage Register shall be maintained in the format of Form No. XVII/XVIII as per CL (R&A) Central Rules 1971 and available on CLC web page. The Wage Register shall be based on the Attendance Register as mentioned above. The Contractor shall issue Wage Slip to each contract worker, every month on the last day of the wage month. Wage slip shall be as per the CLC format available at CLC Web page. The Contractor shall pay wages not later than 7th of the succeeding month. The Wage Register shall bear the PF and ESI nos. of the workers.”

3. COMPLIANCE OF PF/ ESI DEDUCTIONS:-

“The Contractor shall file the electronic return of PF/ ESI and submit proof of payment of both the employer’s and employees’ contributions every month. (PF has to be remitted by 15th and ESI by 21st of the succeeding month.) Contractor shall submit the challan along with copy of a self-certified list of contract workers (bearing their names and PF/ESI no. and deductions made) for whom the contribution has been submitted by him for the said period. Such list shall be displayed in the notice board of the department.”

4. ESI CARD BASED LABOUR ENTRY:-

“Only those workers shall be allowed entry into Factory premises who have valid ESI card.”

5. UNIFORM, SHOES & HELMET FOR CONTRACT WORKERS:-

“In the first month of the execution of work order the contractor shall provide uniform, shoes & helmet to his workers & ensure its regular use by workers at workplace and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance beyond second month the contractor shall be issued notice of termination of contract.”



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

6. SUPERVISION OF CONTRACTOR LABOUR:-

“The contractor should provide for at least one identified supervisor per shift. All issues regarding discipline at the works like work allocation, early exit, snacks distribution etc. are to be supervisor’s personal responsibility.”

7. CONTRACT LABOUR ACCIDENTS WHILE AT WORK:-

“In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.”

8. PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:-

“The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group.”

9. In case of open tender, a clause shall be inserted in the tender condition which disqualifies a tenderer from participating in any tender where his relatives are working.

10. FIRST AND FINAL BILL TO BE CLEARED ONLY AFTER SUBMISSION OF FORM VI A & VI B:-

“Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR department. The first and final bill shall be processed only on clearance regarding submission of Form VI A and VI B by contractor. New Work order no. shall be



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

allotted only after the contractor concerned furnishes copy of Form VI A regarding the closure of the earlier contracts (if any).”

INSTRUCTIONS TO CONTRACTORS

STATUTORY COMPLIANCES TO BE ENSURED BY WORK ORDER ISSUING AUTHORITY FOR JOB/WORK /LABOUR CONTRACTS

1. BHEL shall have the privacy of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
4. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
5. Contractor shall obtain Police Verification of all his workers.
6. Contractor shall submit following Certificate for each contract separately.

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

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



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

the presence of the authorized 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

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



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

1. Contractor shall maintain neatly, completely and legibly registers, records, and reports and returns for inspection by various authorities at short notice.
2. Contractor shall submit the details of work awarded to him by other departments indicating work order No., nature of work and maximum number of workers employed etc.
3. Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of P.F. /ESI and also to enable him to furnish information to Ministry and Labour dept. As may be required.
4. Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) 1970.

COMPLIANCE OF STATUTORY PROVISIONS

Contractor shall comply with the provisions of various Labour laws applicable, provisions of the following enactments and other enactments not limited to only the ones enumerated below.

- 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
- M.P. Shram Kalyan Nidhi Adhiniyam 1982
- Payment of Bonus Act 1963
- Inter State Migrant Act.

STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining:

1. Labour License
2. Provident fund code no.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers Form 13.

CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

1. Employment card as per rule no 76 of contract Labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/ equipment, tools etc. & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6.
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipment for his employees.
12. Distribute wage slip each month to his employees.
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
14. Provide Uniform to labors different from BHEL employees.
15. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhinyam 1982.

PAYMENT OF WAGES ACT

1. Those engaging 100 or more workmen should submit copy of standing orders.
2. The Firm shall comply with the provisions of Factories Act.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

ANNEXURE FOR GST CLAUSE:

Annexure I

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:-**

- 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 any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

Reverse Charge under GST

- 5A. 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.
- 5B. 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.

Liquidated Damage/Penalty

6. Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

① Law prescribed Clause - as per Cir. No 016/2018 dated 10.09.18



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

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, 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 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 (l) of the Employee's Compensation Act, 1923."*
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**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018 (ANNEXURE
– IV)**

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.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

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.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

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 para 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5 Crores : Rs 50,000/- (Sole Conciliator)



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 Crores but less than Rs 10 crores : Rs 75,000(per Conciliator)</p> <p>In cases involving claim and/or counter-claim of more than Rs 10 Crores : 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 by the Competent Authority of BHEL.</p>
3	Secretarial Expenses	<p>Rs 10,000 /- (one time) for the whole case for Conciliation by a Sole Member IEC</p> <p>Where Conciliation is by multi member Conciliators – Rs 30,000 /- (one time) to be paid to the IEC</p>
4	<p>Travel & Transportation and stay at outstation</p> <p>i)Retired Senior Officials of PSUs(pay scale wise equivalent to or more than E-8 level of BHEL)</p> <p>ii) Others</p>	<p>As per entitlement of the equivalent officer (pay scale wise in BHEL)</p> <p>As per the extant entitlement of whole time functional Directors in BHEL</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by Air Economy Class</p>
5	Venue for Meeting	<p>Unless otherwise agreed in the agreement, contract or the MOU, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit/Division/Region/Business Group; the IEC after consulting 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 alternatively.</p>

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.



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

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.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**Format 2 to BHEL Conciliation Scheme, 2018
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 PARTNERSFOR
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:

<u>Sl. No.</u>	<u>Claim Description</u>	<u>Bill submitted to BHEL (No & Date)</u>	<u>Amount of the bill/claim</u>	<u>Amount received from BHEL</u>	<u>Outstanding Amount</u>

SIGN & SEAL OF CONTRACTING EXECUTIVE

SIGN & SEAL OF CONTRACTOR



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

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)

Authorized Representative of Contractor Name, with designation Date

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 Clam(s)/Counter Claim(s):

<u>SL. NO.</u>	<u>Description of Claim(s) / Counter Claim</u>	<u>Amount (in INR)</u>	<u>Relevant Contract Clause</u>

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.*

SPECIAL CONDITIONS (ANNEXURE – V)

1. The bidder shall follow BHEL norms prevailing for wages to be paid to the contract workers as flashed by HR- CLC. Contractor shall ensure payment of statutory minimum wages as well as additional wages recommended by BHEL from time to time.”
2. **The bidder has to compulsorily pay wages through digital mode and submit the bank statement of contract workers before processing of any bill.**



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION

NIT No:- WTM/GRINDING/1920/002

3. The bidder has to ensure 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: For non –

CURRENT STATUTORY MINIMUM WAGES (Effective from 01/04/2019)		
SR. NO.	CATEGORY OF WORKER	STATUTORY MINIMUM WAGES
		DAILY (PER DAY)
1	SKILLED WORKER	Rs. 452.94
2	SEMI SKILLED WORKER	Rs. 431.56
3	UNSKILLED WORKER	Rs. 407.32

running of machine for 8 hours, 12 technological hours penalty will be imposed. GST on penalty will be charged extra.

4. 03 Days' time will be given for cancellation and re-issuing of worker's gate pass. During this period no penalty will be impose.

5. The contractor shall provide uniform, shoes & helmet to his workers within 30 days of the start of work and provide an undertaking on this regard to the department and the first bill shall be processed only on the production of the undertaking. In case of non-compliance within the prescribed period, penalty will be imposed at the rate of Rs 10/- per day per worker.

6. Rights of BHEL

- The bidder offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL or any of its unit.
- If the tenderer furnishes wrong information in his offer, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the security deposit.
- The incomplete/unsigned offers may be summarily rejected. The bidder should submit the complete offer in all respect with duly signed & sealed.
- BHEL reserves the right to cancel this tender at any stage, without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action.

I **(Name of contractor)** hereby declare that I will strictly adhere to all the clauses of Special Conditions mentioned above.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

ANNEXURE-VIII

OFFER OF THE CONTRACTOR

To,
Manager
Water Turbine Manufacturing Division
BLOCK-01, BHEL,
PIPLANI, BHOPAL - 462022

Dear Sir,

I/We hereby offer to carry out the work detailed in Tender Specification No. (NIT No.- **WTM/GRINDING/1920/002**) issued by Bharat Heavy Electrical Limited BHOPAL in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Instructions to Tenderers
2. All the pages of the Technical Bid (ANNEXURE - I to VIII)
3. Price Bid
4. Statutory Minimum wages to be paid

I/We have deposited / forwarded here with the Tender Fee and Earnest Money deposit. Details of Tender Fee and EMD payment are furnished in the check list. EMD shall be refunded should our offer not be accepted.

Should our offer be accepted, I/We further agree to deposit the required amount of Security Deposit for the work as provided for, in the tender specification within the stipulated time, as may be indicated by BHEL BHOPAL.



**BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL
WATER TURBINE MANUFACTURING DIVISION
MAIN ASSEMBLY, GOVERNOR ASSEMBLY SECTION**

NIT No:- WTM/GRINDING/1920/002

I/We further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Signature and Seal of the Tenderer
PLACE:
DATE: