

<u>Bharat Heavy Electricals Limited, Bhopal</u>
<u>Traction Motor Manufacturing</u>
TENDER ENQUIRY NO: TPTN/TXM/20-21/18 DATED: 23/10/2020
<u>ANNEXURE-I: Detailed NIT (Notice Inviting Tender)</u>

Machine Shop of block-2 and block-9 of **Traction Motor Manufacturing (TXM)** Division, BHEL, Bhopal invites sealed tender on Two-Part bid system for Works contract for deployment of highly skilled man power for operating CNC Machines in TXM division **BHEL, Bhopal for the period of Twelve months** through open tender notification.

TENDER GUIDELINES:

1. Contractor who are interested to submit the tender, are required to pay **Rs.500/- towards Tender cost**. Tender cost is to be paid in favor of Bharat Heavy Electricals Ltd., Bhopal through electronic mode only. GST shall be extra as applicable. Tender received without tender cost shall be rejected.
2. Before tendering, the tenderer if wants can inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of Knowledge. Shri Manoranjan Thakur, Manager (TXM- Tel 0755-2503076) can be contacted for the very purpose.
3. **Earnest Money Deposit Rs. 48978/-**: The bidder has to deposit as Earnest money through electronic mode only. Offer without EMD will be rejected. Party may deposit one time EMD of Rs. 5 Lakhs instead of above.
4. Tender cost and EMD exempted for MSME party.
5. Tender documents can also be downloaded from our website: **www.bhel.com** Tender documents should then be duly signed & sealed for bid submission.
6. Detailed information regarding bidding document or clarifications w.r.t. tender if required can be obtained from Shri Manoranjan Thakur, Manager (TXM- Tel 0755-2503076), Email : manoranjant@bhel.in in between from 08:00AM to 03:30PM on all working days. All corrections/corrigendum will be given on our website **www.bhel.com**. Therefore all the tenderers /bidders are requested to be in touch with our website **www.bhel.com** till the last date and time of submission of tender. Visit our website **www.bhel.com** for detailed information.

PROCEDURE FOR SUBMISSION & OPENING OF BIDS:

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

PART-I: TECHNO-COMMERCIAL BID

This part shall consist of the following:

- a) **EMD of Rs. 48978/-** in favor of Bharat Heavy Electricals Limited has to be submitted through electronic mode only. In the absence of submission of EMD, the offer will be summarily rejected. Party may deposit one time EMD of Rs. 5 Lakhs instead of above.
- b) **Tender fee of Rs.500/-** in favor of Bharat Heavy Electricals Limited through electronic mode only. In the absence of submission of tender fee, the offer will be rejected. GST on tender fee shall be extra.
- c) Attached annexures of Tender enquiry, duly signed and sealed as a token of acceptance in totality.
 - i) Un-priced copy of PRICE FORMAT as per Annexure IV. The un-priced copy of the Price Bid Format shall be the same as the PRICE BID **but without the Prices**. All the quoted Prices/Rates etc. shall be replaced with the word QUOTED or QÖ, in the un-priced copy.
 - ii) Documents required for fulfillment of pre-qualifying requirement as per attached Annexure-III

Sign and seal of contractor

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

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

PART-II: PRICE BID

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

MARKING ON ENVELOPE

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

TENDER ENQUIRY NO: TPTN/TXM/2020-21/18 DATED: 23/10/2020
Works contract for deployment of highly skilled Man power for operating CNC Machines in TXM division, BHEL, Bhopal for the period of Twelve months
DUE DATE OF TENDER OPENING : 13/11/2020

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

PART-I: TECHNO-COMMERCIAL

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PART II: PRICE BID

TENDER ENQUIRY NO: TPTN/TXM/2020-21/18 DATED: 23/10/2020
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Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered. After finalizing the techno-commercial offer, BHEL may negotiate for arriving at lowest price offer. Price bids of only techno-commercially qualified vendors shall be opened.

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BID SUBMISSION:

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

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

- b) Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 11:00 AM. of the due date. Bids received after the Due Date and Time shall be rejected & not be considered for further evaluation.

BID OPENING:

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

LANGUAGE AND CORRECTION

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

VALIDITY OF OFFER:

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

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TENDER EVALUATION:

1. Contract will be awarded to two parties in the ratio of 60% to L 1 and 40% to L 2 party on L 1 rate. If L 2 not accept L 1 rate then counter offer given to L 3 onwards till accepted by any one. If no one accepted then full quantity will be awarded to L 1 bidder.

2. Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between prices quoted in words and figures or if there is any other price discrepancy, lower value(s) will be considered for evaluation & ordering.

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

The rate quoted & total amount will be taken into consideration upto two decimal places only while evaluating the bids.

3. In the course of evaluation, if 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. 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 presences of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

The similar processes are also follows while considering L2 Parties.

4. Bids lower than statutory amount i.e. wages (Basic + additional) declared by BHEL HR department based on minimum wages declared by the Government of MP, PF, ESI and Labour welfare fund contribution shall be rejected.

DEVIATIONS

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

PAYMENT TERMS:

- a) Payment shall be made against the submitted bill as per BHEL specified format on monthly basis.
- b) Billing against the works contract shall be done on deployment basis of highly skilled Man power. The contractor shall maintain a daily log of work done and get it verified by the section in charge. Contractor has to ensure that every day all machining activities are carried out to the satisfaction of section in charge Mere presence of operator does not

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entitle contractor to payment for man-day. The performance of all deployed contract workers will be monitored for initial 15 days if performance of any individual worker is not found satisfactory then payment of that particular worker will not be paid for initial 15 days and contractor will deploy other worker in place of that worker.

- c) The contract is a fixed price contract & no **ESCALATION** of price will be permissible during any stage of contract.
- d) Computer soft copy in word and excel format shall be also submitted apart from hard copy of bill. Payment shall be made after deduction of income tax and other deductions as may be necessary as per the conditions of the contract.
- e) Penalty, if any, shall be deducted from the running bill payments.
- f) GST shall be payable extra as applicable. Any loss of credit due to the reason attributable to the contractor shall be recovered from them.
- g) Contractor to file GST returns and remit GST amount in time any loss of ITC to BHEL due to non-compliance by the contractor shall be recovered from the contractor.
- h) Contractor to submit a copy of GST challan and an undertaking stating that GST returns disclosing all invoices raised on BHEL has been filed on time along with bills claiming payments
- i) Payment shall be made on completion of work every one month against the running bill submitted by contractor as per the prevailing norms of BHEL. Payment will be done within 60days from date of invoice/ date of submission of bill whichever is later.

COST OF REWORK/REJECTION:

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

PENALTY:

Contractor has to supply the man power as required quantity within 10 days from the date of issue of work order/ requirement given by section in-charge from time to time for deployment of man power as per production plan through email/letter, failing which penalty shall levied at @ 0.5% per week subject to maximum 10% of contract value. GST in penalty shall be extra as applicable.

COMPENSATION IN CASE OF DEATH/PERMANENT INCAPACITATION:

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, repair & maintenance, trouble shooting, serving, overhaul, renovation and

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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/- (Rupees Ten Lakh).
 - (ii) In the event of other permanent disability: Rs.7,00,000/- (Rupees 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 compensation Act, 1923.
- e) In order to comply above clause, contractor may submit an undertaking (Annexure-XI) that, in case they bag the contract, they will fulfill the necessary condition w.r.t insurance coverage of workers as mentioned in the clause by way of taking an accidental insurance cover for the said amount for their workers. After issue of work order, the successful contractor will have to submit the insurance policy for his works before submission of his first running bills, However if otherwise above clause shall be applicable.

RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor to any compensation.

- a. BHEL reserves the right to accept the offers in part or in full, or cancel the Tender Enquiry or short closure contract without assigning any reason.
- b. To get the work done through another agency at the risk and cost of Contractor, in the event of Contractor not starting the work in time, poor performance of work, persistent disregard of instructions of BHEL, assignment transfer, or subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim /recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security. Deposit / other dues in addition to any other action that may be taken.
- c. To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and / or by the departmental staff to suit BHEL's requirements.
- d. To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - i. Contractor's continued poor performance, withdrawal from or abandonment of the work before the completion of contractual period.
 - ii. Corrupt act of the contractor.
 - iii. Insolvency of the contractor. Persistence disregard of the instructions of BHEL.
 - iv. Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - v. Non-fulfillment of any contractual obligations or obligations under the law. To affect recoveries from any amounts due to the contractor under this or any other contract or in any other from the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.

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- e. To deploy BHEL's skilled and/ or semi-skilled workmen in case of emergency / poor progress / deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the money due to the contractor.

FORCE MAJEURE

Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to proceedings of a 'Force Majeure' which directly affects the obligations to be performed by the Purchaser or the Seller; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control. The party expected to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the incident of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account. Notwithstanding the above provisions, BHEL shall reserve the right to cancel the contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If considered necessary, BHEL may takeover partially processed work at a mutually agreed price.

Workers are deployed in shift, which is defined as 8 hours' span. If due to any reason / circumstances beyond the control of the parties to this agreement leading to increase / decrease in the number of working hours of the shift, the respective payment shall be regulated as if the shift is of 8 hours (provided there is minimum 4 hours working). Party invoking this clause shall be informing other party within 15 days of the date from which this clause is to be invoked. All other conditions of force majeure including satisfaction of the party shall prevail.

- 19.0 Agreement:** Agreement of the contract has to be entered into in non-judicial stamp paper of Rs.500/- at the cost of the contractor.

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<u>ANNEXURE-II: SCOPE OF WORK</u>

SCOPE OF WORK:

Works contract for deployment of highly skilled Man power for operating CNC Machines in TXM division BHEL, Bhopal for the period of Twelve months.

Traction Motor Manufacturing (TXM) Machine shop is catering to the need of various machining activities related to Traction Motor, BHEL, Bhopal Unit. Jobs of high geometrical accuracy and tolerance are manufactured on CNC machines in TXM Machine shop of B1-2 and B1-9. In view of this, skilled and devoted manpower are required to be deployed for operation on CNC machines through works contract. The details are as follows:

Total hours shall be limited to 52800 Hrs	Period of Contract : 12 months
Manpower Required: Highly Skilled Man power for CNC machines of TXM division.	
Educational qualification and experience: The above work is to be carried out by highly skilled operators having following qualifications criteria: -	
<p style="text-align: center;">ITI & Certificate of having undergone training for operating CNC machines</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">ITI with minimum 2 years experience of working on CNC Machines</p> <p style="text-align: center;">OR</p> <p style="text-align: center;">Diploma / B.E.</p>	

The manpower to be deployed for carrying out operations of CNC machines in TXM machine shop shall be well qualified and experienced. The firm has to engage technical operator for machine operation on regular day-to-day basis and to the satisfaction of Section In-charge. If performance of any deployed worker is not found satisfactory, contractor shall provide alternate worker with immediate effect to the satisfaction of Section In-charge. Maximum nos. of operator deployed in a day will be 22 and it will vary time to time as per production plan. The number of operators deployed in a day will be decided by Section In-charge.

It may be noted that the performance of any deployed worker is not found satisfactory within two weeks from initial deployment then no payment shall be made for that worker.

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<u>ANNEXURE-II: SCOPE OF WORK</u>

Following works are to be performed by the deployed manpower:

S. No.	Machine No.	Type of Machine	Name of operation
1	5/A/2111 *	Butler, Elga Mill Pole Pad M/c	Pole pad machining of DC magnet frames
2	5/A/2116 *	CNC HMT All round machine & Pole Pad	All round machining of all frames and Pole Pad machining of DC magnet frames
3	5/A/2064 *	Bertheiz CNC	
4	5/A/2114 *	CNC HMT All round machine	
5	5/A/2127 *	CNC PEGARD All round machine	All Round machining of all types of stator frames
6	5/A/2142 *	JUARSTI CNC	
7	5/A/2057 *	ELGAMILL CNC	
8	5/A/2130	VMC 1200	CNC Key way cutting
9	5/A/2109	CNC Internal Grinder	CNC internal taper grinding in shafts
10	5/A/80	16 C Ward Lathe (CNC)	CNC machining of critical commutator and Bearing components.
11	5/A/122	13CNC Ward Lathe(CNC)	
12	5/A/124	13CNC Ward Lathe(CNC)	
13	5/A/2145	CNC Lathe	
14	5/A/2148	CNC Lathe	CNC Shaft machining.

DURATION OF CONTRACT:

Duration of contract is for a period of 12 months from the date of start of work, which should be within one week from date of issue of LOI/WO. Duration of contract shall be strictly based on the performance which will be evaluated after every three months by BHEL authority. BHEL also reserves the right to short close the contract at its discretion.

WORKING HOURS:

- Party has to work in 1st Shift (7AM to 3 PM) and 2nd Shift (3PM to 11PM) during all working days. Work shall also be done in 3rd shift (11PM to 7AM), Sundays and Holidays, as informed by Section In-charge. Contractor should ensure prior permission is issued from HR and CISF, if required for above mentioned duty hours.

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2. Payment to the contractor shall be monthly on the basis of deployment of manpower.
3. The contractor will appoint his own supervisor and their payment will be done by Contractor.
4. The person deployed shall wear shoes, uniform and helmet as per General Terms & Conditions and Safety Regulations. Contractor shall provide helmet, safety shoes and uniform to workers as per following schedule:
 - a) One industrial safety helmet at starting of WO.
 - b) One set of safety shoes in every one year.
 - c) One set of uniform to workers in every six months.

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<u>ANNEXURE-III: QUALIFICATION CRITERIA</u>

PRE QUALIFICATION CRITERIA (PQ)

Qualifying conditions cum Eligibility Criteria for Works Contract for deployment of highly skilled Man power for operating CNC Machines in TXM division for **12 months from date of placement of Work order.**

The bidders should fulfill following qualifying criteria:

1. Bidders should submit relevant documents like IT return in techno-commercial bid.
2. Minimum Average Annual Financial Turnover of firm during last 3 financial years ending 31st March 2020 to be **Rs. 7.35 lakhs** /-.
3. The bidder should have the experience of machining work in industry or an establishment of Government/ Public / Private sector during last 07 years ending on 30th September 2020 as per details below:

Three completed cumulative works of contract value not less than **9.80 Lakhs per year.**

Or

Two completed cumulative works of contract value not less than **12.24 Lakhs per year.**

Or

One completed cumulative works of contract value not less than **19.59 Lakhs per year.**

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

Copy of relevant work order to be submitted in techno-commercial bid.

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ANNEXURE-IV: PRICE BID



TXM DIVISION

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Subject:- Works Contract for deploy of highly skilled Man powers for operating CNC Machines in TXM division.

S. No.	DETAILS OF WORK	Rupees per hour (in figure)
1.	Machining operation as per annexure - II	Rs.....

Rate per hrs. in words.....

- 1. Rate Per Man hour basis shall be quoted for the above work in this prescribed format only.**
- 2. Quoted rate per technology hours Inclusive of all charges PF, ESI, Contribution to Labour welfare Board, uniform charges, and cost of shoes, profit margin, and gratuity as per the M.P. State Government rules.**
- 3. Price to be quoted excluding bonus portion.**
- 4. GST extra as applicable.**
- 5. Daily wages (8:00hrs work) for one skilled operator declared by BHEL HR excluding bonus = Rs.559.43/- per day [474.94 (total basic) + 13 % (PF) + 4.75 % (ESI) + 0.19 (Labour welfare)].**
- 6. The rate should be quoted both in words & figure. In case of discrepancy between words and figures, the amount in the words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.**
- 7. Price shall be firm throughout the contract period.**
- 8. Bonus shall be payable as per Payment of Bonus Act 1965, on actual basis for the contract period on submission of proof of payment with the last bill of the contractor and shall be restricted to the amount Rs.4.21 per hr per day for skilled.**
Instant arrangement nowhere intends to affix responsibility of payment of bonus on BHEL.
- 8. 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 signing the bid else bid shall be liable for rejection.**

**Name & Signature of the bidder
(Seal)**

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<u>ANNEXURE-V: DECLARATION</u>

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

S. No	Description	Contractor's Acceptance (Yes or No) with Remarks
1	Name of the Contractor	
2	Full Address:	
3	Contact person:	
4	Phone / Fax:	
5	Email id :	
6	Phone/Mobile No:	
7	PF CODE NO	
8	ESI CODE NO	
9	LABOUR LICENCE NO. : (either valid or under renewal should indicate)	
10	PAN No	
11	GSTIN Registration No. if any	
12	Validity of offer: 90 days from tender opening date	
13	Tender Cost of Rs. 500/- submitted. GST extra as applicable	
14	EMD : (as per General terms & Conditions)	
15	Security Deposit clause : Acceptance (as per General Terms & Conditions)	
16	PAYMENT TERMS: Acceptance	

Sign and seal of contractor

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<u>ANNEXURE–VI: HEALTH AND SAFETY COMPLIANCE</u>

HEALTH AND SAFETY COMPLIANCE

STATUTORY SAFETY CLAUSES APPLICABLE TO CONTRACTORS FOR CARRYING OUT WORK INSIDE BHEL BHOPAL ON WORKS CONTRACT

- 1) Contractor should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- 2) Work should be all the time during the execution period to be supervised either by the contractor himself or by qualified authorized supervisor of the contractor.
- 3) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety Precautions and rules. Contractor should provide and ensure use of Safety Belts, Face Shield, Nose & Mouth Masks, Goggles, Glasses, Ear Plug, Welding Shields, Hand Gloves, and Safety Shoes etc. by his workers for safe working.
- 4) Contractor should engage Skilled Riggers and Slingers for handling and Shifting of Plants & Equipment and other heavy jobs. Proper size of Slings and Shackles should be used in consultation with BHEL Supervisor/ Engineer. In no case under capacity or rejected or damaged Slings/ Shackles should be used.
- 5) Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts. Contractor himself should supervise the work while working at height or handling of Heavy Plants & Equipment and should intimate in writing to concerned BHEL Supervisor/ Engineer before commencement of work.
- 6) Contractor should ensure that none of the employees work without putting on Safety Shoes. No worker should be allowed to come inside the factory putting on Slippers or sandals.
- 7) Contractor should inform in writing concerned BHEL Supervisor/ Sr. Engineer and BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.
- 8) Contractor himself or any of his worker should in no case operate BHEL's EOT/ Mobile Cranes, Jumbo / Fork Lift Trucks/ Tractors and any of the Machine Tools & Equipment's.
- 9) In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. Workmen's Compensation Act 1923, in case of injury or casualty causing out of accident while on work to his workers.

Sign and seal of contractor

Bharat Heavy Electricals Limited, Bhopal
Traction Motor Manufacturing
TENDER ENQUIRY NO: TPTN/TXM/20-21/18 DATED: 23/10/2020
ANNEXURE–VII: GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS:

A DEFINITIONS:

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

B CONTRACT DOCUMENTS:

- 1) The contractor shall be furnished free of charge, two Certified true copies of the contract documents. He shall keep one copy of this document on the site in good order, and the same shall as all, reasonable times, be available for inspection and use by the In-charge, his representatives or by other Inspecting Officers.
- 2) None of the documents shall be used by contractor for any purpose other than that of this contract.
- 3) The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

C WORK TO BE CARRIED OUT :

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

D INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :

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

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ANNEXURE–VII: GENERAL TERMS & CONDITIONS

E SUFFICIENCY OF THE TENDERERS:

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

F DISCREPANCIES AND ADJUSTMENT OF ERRORS :

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

G EARNEST MONEY DEPOSIT & SECURITY DEPOSIT :

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

EMD of Rs. 48978/- in favor of "Bharat Heavy Electricals Limited" has to be submitted through electronic mode only. In the absence of submission of EMD, the offer will be summarily rejected. Party may deposit one time EMD of Rs.5 lakhs **instead of** above

- 1.1 EMD by the Tenderer will be forfeited as per tender documents. If:

- i) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard, then within 15 days after award of contract.

- 1.2 EMD shall not carry any interest.

2) SECURITY DEPOSIT (SD) :

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

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

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

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

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

H TIME AND EXTENSION FOR DELAY:

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

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

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

I INSPECTION AND APPROVAL :

- 1) All work embracing more than one process shall be subject to Examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready.
- 2) No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is 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.

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- 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.

J COMPENSATION OF DELAY :

- 1) If the contractor fails to maintain fulfill schedule as per work order and fails to start the work as per schedule date given by BHEL and fails to maintain the required progress in work as per terms of Work Order, 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:
- 2) 0.5% (Half) percent per week of contract value.
- 3) Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the total contract value.

K CONTRACTOR'S LABOUR / WORKER WHILE WORKING INSIDE :

- 1) The contractor shall ensure sufficient staff of the quality to ensure work-man-ship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. Contractor shall not employ indirectly or through sub-contractor any staff what-so-ever. Written consent of the contractor in this behalf has to be incorporated in to the offer, or otherwise the Contract is liable to be rejected.
- 2) Contractor shall furnish to Engineer-in-charge a complete list of persons engaged on the work giving the following details.
a) Name (b) Age (c) Trade
Change-over, if any, shall be furnished by the contractor to the Engineer in-charge.
- 3) Contractor shall comply with Contractor's Obligations & Statutory Compliances for work contract as per Annexure-VIII & it shall be the part of agreement of this contract.

L NUISANCE :

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

M GENERAL TERMS :

- 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.

N TERMS OF PAYMENT :

Payment shall be made against the submitted bill as per BHEL specified format on monthly basis.
Payment will be made to contractor on the basis of actual deployment of man power.

O DEFECTS LIABILITY PERIOD – GUARANTEE :

The contractor shall guarantee executed work for satisfactory performance for 12 month from date of handing-over with major impairment, mal-operation & accident.

P RIGHTS & OBLIGATION OF BHEL :

- 1) In case the contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged

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- to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 2) If the Contractor commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within three days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract without giving any reasons thereof.
 - 3) Cancellation of contract may be either for whole or part of contract at BHEL's option. In event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to extent not terminated under provision of this clause.
 - 4) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.
The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India.
 - 5) The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.

Q ARBITRATION AND LAW :

Except where otherwise provided for contract, all questions and disputes relating to meaning of specifications, designs, drawings, & instruction herein before mentioned and as to quality of workmanship of materials used on work or as to any other, question, claim, right, matter or thing whatsoever in any way arising out of or relating to contract, design, drawing, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works, or the execution or failure to execute same whether arising during the progress of work or after completion or abandonment thereof shall be referred to sole arbitration of Gen. Mgr. (TPTN & CET), BHEL, Bhopal and if Gen. Mgr., is unable or unwilling to act to the sole arbitration, of some other person appointed by Gen. Mgr. willing to act as such arbitrator. There will be no objection if arbitrator appointed is an employee of BHEL & that had to deal with matters to which the contract relates & that in course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.

Arbitrator to whom matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Gen. Mgr. as aforesaid at time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with terms of contract. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than person appointed by such Gen. Mgr, as aforesaid should act as arbitrator & if for any reason that is not possible, matter is not to be referred to arbitration at all. In all case where amount of claim in dispute is Rs.50,000/-(Rs. Fifty Thousand) & above, arbitrator shall give reason for award.

Subject as aforesaid provision of Arbitration Act, 1940, or any statutory modification/reconditioning or reactant thereof and the rules made there-under and for the time being in force shall apply to arbitration proceeding under this clause.

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

The work under Contract shall if reasonably possible continue during arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings. Arbitrator shall be deemed to have entered in reference on the date of first hearing. Arbitrator shall give a separate

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award in respect of such dispute or difference referred to him. Venue of arbitration shall be such place as may be fixed by arbitrator in his sole discretion. Award of arbitration shall be final, conclusive and binding all parties to this contract.

S INCOME TAX :

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

T GST :

Central Government GST as applicable, which will be deposited by the you must be clearly indicated in the PRICE BID FORMAT.

U JURISDICTION :

The jurisdiction in all cases shall be at Bhopal.

Sign and seal of contractor

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ANNEXURE–VIII: STATUTORY COMPLIANCES

STATUTORY COMPLIANCES

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

1. CONTRACTUAL:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership Firm/ Company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm/ company. The Uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the Uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipmentø.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
Contractor shall provide to his employees all tools, tackles, and equipment and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipmentø, tools and tackles.
- n) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- o) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

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ANNEXURE–VIII: STATUTORY COMPLIANCES

2. **TOWARDS STATUTORY LIABILITY:**

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

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

All statutory requirements under Minimum Wages Act, 1948, Payment of Wages of Act, 1936, Workmen Compensation Act 1923, E P F & M P Act 1952. Payment of Gratuity Act 1972, E S I Act 1948, The Contract Labour (R&A) Act 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax and all other applicable Acts shall be complied with by the contractor.

- b) Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. **These records need to be preserved for a period of at least 3 years** and should be made available even after the contract is over for any verification by the statutory authorities/ BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, Pension dues under the EPF & M.P. Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / Card of each employee.
- f) Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension ESI contribution, Administrative Charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees one day before the last day of the month.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

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ANNEXURE–VIII: STATUTORY COMPLIANCES

- h) Contractor shall be solely responsible for non-payment/ delayed payment of Wages / DA, contributions under EPF & M.P. Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees/ equipment/ tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of his property and/ or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & M.P. Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, Payment of Gratuity Act and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/ third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night 6 hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL (R&A) Act, 1970.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with including termination of contract as well as delisting of the contractor for future.

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Bharat Heavy Electricals Limited, Bhopal

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ANNEXURE-IX: Model Conciliation Scheme

PROCEDURE FOR INCORPORATION OF MODEL CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER BHEL CONCILIATION SCHEME, 2018

1. The following Model Conciliation Clause along with its Annexure & Appendices thereto is to be incorporated in the General Conditions of Contract of the Unit/Division/Region/Business Group for vendors/supplier/sub- contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., by all the Units/Divisions/Regions/Business Group.
2. For existing Contracts where specific clause for Conciliation is not provided, this Scheme may also be made applicable with the approval of the concerned Head of Unit/Division/Region/Business Group, subject to the agreement of the other party in terms of Para A4 or A5 of the BHEL Conciliation Scheme, 2018 as the case may be.
3. Accordingly, for existing Contracts/MoUs, the Model Conciliation Clause along with its Annexure & Appendices thereto shall be made available to the vendors/supplier/sub-contractors or as the case may be in the Contracts/MOUs with Customers Collaborators, Consortium Partners etc., for their consent. Upon consent being received, the Contract/MoU shall be amended as per Paras A4 or A5 of the BHEL Conciliation Scheme, 2018 accordingly and steps be taken for initiation of Conciliation for settlement of disputes in terms of the BHEL Conciliation Scheme, 2018.

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

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

Notes:

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

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

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<u>ANNEXURE–IX: Model Concilation Scheme</u>

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

**ANNEXURE TO MODEL CONCILIATION CLAUSE FOR CONDUCT OF
CONCILIATION UNDER THE BHEL CONCILIATION SCHEME, 2018**

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

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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.

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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:

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- 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 5crores. Rs 50,000/- (Sole Conciliator)</p> <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) Note:The aforesaid fees for the drafting of the SettlementAgreement 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>

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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 6Rs 30,000/- (one time)- to be paid to the IEC</p>
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.

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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

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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.

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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: ContractNo/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

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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)

Authorized Representative of Contractor

Name, with designation

Date

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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):

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.*

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<u>ANNEXURE-X: GST</u>

GST

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.

5. 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.

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

Tax Deduction at source

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

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<u>ANNEXURE–XI: Undertaking for Insurance cover</u>

Undertaking from the Contractor

I/WE..... hereby, undertake that in case I/we get the work order for various machining operation in TXM shop, I/we will submit insurance cover for work force conditions mentions in Annexure-I of NIT before submission for first running bill.

Name & Signature of the bidder

(Seal)

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<u>ANNEXURE–XII: Undertaking</u>

Undertaking from the Contractor

I/WE.....Hereby, undertake that none of my relations are working in that product/functional group. BHEL can be debarred me from consideration if any of my relations is working in the product/functional group in which the contract is being issued to me.

Name & Signature of the bidder

(Seal)