

TENDER

Tender Enquiry No.: WEX/CMX/RC/2022-23/EN/02, Dated: 23/06/2022

Name of the Work

Electrical Wiring of Richards 5 Feet Vertical Borer (3/A/1) along with upgradation with PLC & Drive.



**WORKS ENGINEERING & CENTRAL SERVICES
(CMX-RC)**

Phone : 0755-2505173 Email : umeshgupta@bhel.in

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



BHARAT HEAVY ELECTRICALS LIMITED BHOPAL

Tender Enquiry No. WEX/CMX/RC/2022-23/EN/02, Dated: 23/06/2022

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Notice Inviting Tender

Dear Sir(s),

Tenders are invited for carrying out the subject work per the details given in the **Scope of Work (Annexure-I)**, **Pre qualifying criteria (Annexure II)**, **Price-bid format (Annexure-IX)**, **General Terms & Conditions (Annexure-III)**, **Contractual & legal obligations (Annexure-IV)**, **Conciliation clause (Annexure V)** **Safety & Environment Obligations (Annexure- VI)**, **GST Annexure-VII & Format of agreement (Annexure VIII)** are attached along with the tender Enquiry. The details of tender are as follows:

1.0) LAST DATE OF TENDER SUBMISSION: 18 /07 /2022, Till 11.00 hrs.

2.0) DATE & TIME OF TENDER OPENING: 18 /07/ 2022, Till 14.00 hrs.

3.0) TYPE OF BID- Two Bid

4.0) PLACE OF TENDER SUBMISSION: Works Tender Box, Tender Room, Administrative Building, Ground Floor, BHEL, Bhopal – 462022.

5.0) WORK COMPLETION PERIOD: The time period allowed for reconditioning work shall be as per **2 Moths** from the date of Release of the machine.

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

6.0) TENDERING PROCEDURE & INSTRUCTIONS TO BIDDERS:

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

a) Techno-commercial Bid (Part–1):

The First envelope shall contain the Techno-commercial Bid. The envelope shall be super scribed “Techno-Commercial bid Enq. No. (Name of work)”. It shall include detailed technical offer as per our Scope of Work (Annexure–I), Un-priced copy of Price bid format (Annx. II), General Terms & Conditions (Annexure-III), Instructions to Contractor for Statutory Compliances for Contract and Statutory Safety Clause (Annexure-IV), Safety & Environment Obligations (Annexure- V), GST Annexure-VI. The offer shall be duly signed by the contractor with seal as per the enclosed technical bid pro-forma. Relevant documents like copies of ESI, PF code, Labour license, PAN No. GSTIN No., EMD of required amount, along with all relevant papers.

b) Price-Bid (Part–2): The second envelope shall contain the price bid only. The prices shall be quoted in price bid format only. The envelope shall be sealed and super scribed “Price Bid Enq. No. (Name of work)”. Firm should take into account, all taxes i.e. Income Tax, GST, if any, as applicable etc. before quoting the rates i.e. Price Bid offer.

c) Both the above two envelopes shall be kept in another sealed cover. The cover shall be super-scribed with “Quotation for ----- (name of work)” and shall be addressed to ‘WORKS TENDER BOX’ and drop to Tender Room, ADM Building, Ground Floor of BHEL, Bhopal – 462022 to reach on or before the due date by 11.00 hrs and it should also contain Tenderer address, Tender No.& due date.

(Seal & sign of bidder)

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- d) Tenders can be submitted personally or by Courier/Post. Tenders submitted by post should be sent preferably by "REGISTERED POST/ SPEED POST". Tenders should be posted with due allowance for any postal delay. The tenders received after the due date and time of submission is liable to be rejected. BHEL shall not responsible for the tender not reaching the tender box within stipulated time due to any postal delay or other reasons.
- e) Any tenderer not submitting the details and photocopies of P.F., E.S.I., valid Labour License, PAN No. Tender Cost & Earnest Money, in Part-1 (i.e Techno- Commercial offer) their Price-Bid will not be opened & their offer will be rejected.
- f) Any other information in the price bid other than quoted price shall not be considered and the quotation is likely to be rejected. Price bid document shall be signed by the tenderer at the bottom of the page.
- g) Before tendering, the tenderer is advised to inspect the work & the environments & be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- h) In case of any query/doubt on the tender specifications, bidder shall contact the concerned authority for clarification before tender submission. No modification/ deviation w.r.t. any clause, terms & conditions etc shall be acceptable after opening of tender. If any clarification is asked from bidder before tender submission then decision of changes/modification in any clause, terms & conditions etc before opening date of tender lies with BHEL.
- i) The tenders will be opened in BHEL Bhopal on tender due date after 14.00 hrs. Only Part-1 i.e. Techno-commercial offer shall be opened on the due date of opening.
- j) The Price-bid (Part-2) of only those bidders will be opened, whose offers will be in-line with our requirement and meets all the terms & conditions as stated in techno-commercial offer. Date of opening of price bids will be intimated these parties separately.
- k) The technical bid consists of technical schedule requiring documentary proof. In case party has not satisfied all conditions along with documentary proof, tender will be rejected.
- l) Tenders received in single-bid will be rejected.
- m) Vendor has to furnish & accepts above Technical, Commercial & General Terms & Conditions. If nothing is written about it will be presumed that you have agreed to all conditions therein.

7.0) TENDER TERMS

- (a) All the activities of this contract are related to each other; therefore, total work of this contract is to be done by the single contractor only.
- (b) BHEL, Bhopal also reserves right to reject the tender and disqualify the tenderer from participating in tender if it is found that any relative of the tenderer is working in tendering department.
- (c) The other terms and conditions are as per Annexure- I, II, III, IV, V, VI, VII, VIII & IX.

8.0) ELIGIBILITY CRITERIA/ PRE QUALIFYING REQUIREMENT:

Eligibility criteria/Pre Qualifying requirement shall be as per annexure II.

9.0) TENDER COST:

Tender cost of Rs. 500/- (Rupees Five Hundred Only) plus GST extra on tender fee shall be deposited through electronic fund transfer mode/online. It can also be deposited through SBI (SB collect) also. Proof



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of tender cost deposit is to be submitted along with tender. Tender received without remittance of tender cost will not be considered further and will be rejected.

10.0) EARNEST MONEY DEPOSIT:

- (i) EMD shall be deposited through electronic fund transfer mode/online mode, which can also be deposited by SBI (SB collect). EMD is to be deposited before tender opening.
- (ii) EMD can also be accepted in the form of Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (iii) EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- (iv) EMD amount in excess of 2 lakhs (instead of 20 lakh in vogue Works Policy) may also be accepted in the form of BG.

Tender received without remittance of EMD will not be considered further and will be rejected. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer (EMD shall be refunded only after getting EMD refund claim format of BHEL duly filled and signed by the contractor/bidder). EMD shall not carry any interest.

EMD Amount: EMD amount shall be Rs. 15600/-

One time EMD value: One time EMD for BHEL Bhopal (for exemption from payment of EMD with each such tender in that unit) is Rupees Five Lakhs. The proof of deposition of one time EMD is to be submitted by them along with the tender documents.

Note: - EMD by the Tenderer will be forfeited if: -

- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD shall be paid preferably in the NEFT form. EMD taken other than NEFT mode, should be forwarded in original, physically/couriered to Manager (CMX), 2.5 Block, BHEL Piplani Bhopal, on or before tender submission deadline.

Note: Since this is works contract hence benefits to MSME for exemption from EMD & tender cost deposit shall not be applicable.

11.0) SECURITY DEPOSIT:

(a) Security Deposit will be collected from the successful tenderer before start of work.

(b) Total amount of security deposit shall be 3% of the contract value.

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

- (i) Security Deposit shall be deposited through electronic fund transfer mode /online mode. It can be deposited using SBI (SB collect).
- (ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.



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- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- v) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- vi) EMD of the successful tenderer can be converted and adjusted against the security deposit.
- vii) 50% of Security deposit including EMD shall be deposited before start of the work. Balance security deposit shall be collected by deducting from the running bills.
- viii) The security deposit shall not carry any interest.
(Note: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- ix) "Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SB/ rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT contract, from the bills along with due interest"
- (c) Security deposit shall be refunded to the contractor after Twelve months from the date of handing over of the machine. The security deposit shall not carry any interest.

Following link may also be used for information for online deposit of SD & EMD.

<https://www.bhelbpl.co.in/qcins/iccs.htm>

12.0) INCOME TAX PAN NO., GST REG. NO., P.F. & ESI REG. NO, LABOR LICENSE NO. (IF APPLICABLE).

The tenderer has to submit Income tax Pan, service tax reg. No., copies of P.F. & ESI Reg. No. along with the tender. The contractor has to mention & submit the details of the labour license (if applicable) possessed by him along with the tender.

13.0) TERMS OF PAYMENT:

100 % payment shall be made after completion of work and final handover of machine and submission of **GST Complied Invoice(s)** in triplicate clearly indicating GST applicable on verified invoice. Payment shall be made within 60 days from the date of submission of bills by the contractor, meeting all formalities and duly verified by Site Engineer.

Note: TDS under Income Tax Act shall be deducted as applicable from contractors bill.

14.0) COMPENSATION OF DELAY/ PENALTY CLAUSE: -

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



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15.0) TAXES CLAUSE:

GST clause shall be as per Annexure VII.

GST/Taxes (if any) shall be paid only when relevant bill/invoice bearing tax registration no. along with the receipt/challan copy of deposition of tax is submitted.

Any loss/delay in input tax credit due to the reason attributed to the contractor shall be recovered from them along with applicable interest.

16.0) PERFORMANCE /EXPERIENCE CERTIFICATE:

BHEL shall issue experience certificate through online system. Suppliers/ Contractors are to submit their request through the online portal available at <https://siddhi.bhel.in>.

17.0) OVERWRITING

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

18.0) GENERAL CONDITIONS:

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

19.0) SHORT CLOSURE

BHEL reserves the right to accept the offers in part or in full, cancel the tender enquiry or short close the contract without assigning any reason.

20.0) RISK AND COST CLAUSE

If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL.

(Seal & sign of bidder)

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TECHNO- COMMERCIAL BID (Part-1)

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

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

Name of the Contractor:

Full Address :

Contact person:

Phone / Fax :

Email id :

Mobile No:

Sl. No.	Description	Contractor's Acceptance/ Remarks
1	PF CODE NO	
2	ESI CODE NO	
3	LABOUR LICENCE NO. under section 12 (1) of R&A 1970 & Validity (either valid or under renewal should indicate)	
4	PAN No.	
5	GSTIN No.	
6	Validity: 90 days from enquiry due date.	
7	Tender Cost : Tender cost to be submitted as per clause no. 9 of enquiry and proof of deposit to be submitted	
8	EMD clause : Acceptance as per clause No. 10 of enquiry and proof of EMD deposit submitted.	
9	Security Deposit clause : Acceptance (See terms and conditions for details) as per clause No. 11 of enquiry	
10	PAYMENT TERMS: as per clause No. 13 as per Tender Enquiry	
11	LD @0.5% per week subject to maximum 10% of contract value as per LD clause no. 14.0 of enquiry.	
11	Acceptance of all the terms & conditions of NIT, Detailed scope of work (annexure – I), General terms & conditions(annexure – III), Contractual and legal obligations of the contractor (annexure – IV), Conciliation clause –Annexure V, BHEL terms & conditions health, safety & environment:(Annexure – VI) and terms & conditions of GST (Annexure-VII) and all other terms & conditions of tender enquiry.	

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Annexure I

Scope of Work

M/C ITEM NO: 3/A/1

A MACHINE:

- A.1** Make: Richard
- A.2** Type: Vertical Borer
- A.3** Existing Table Motor: AEI make induction motor 3Ph, HP-40, Stator volts- 415, Rating- Continuous

B REQUIREMENTS:

- B.1** Complete rewiring of the machine.
- B.2** Installation and commissioning of new variable speed drive with old table motor.
- B.3** Installation of PLC as a replacement for hardware relay logic.

C SCOPE OF SUPPLY:

- C.1** Cable ducts, conduits and cable drag chains of should be provided as per requirement for routing of cables.
- C.2** Matching Variable Frequency Drive (VFD) with old table motor should be supplied as per the makes specified at L.1.
- C.3** PLC system with makes specified at L.2 with required Inputs/Outputs should be supplied for replacing the entire hardwired logic of the machine.
- C.4** Air conditioned electrical cabinet should be supplied for the drive and PLC system comprising of all required switchgears, push buttons, indication lamps etc.
- C.5** This is a tentative list as per our assessment; however, any part or activity not covered here but essential for complete rewiring and retrofitting of the machine shall also be the responsibility of the Contractor.
- C.6** Documents consisting of
 - ❖ Electrical circuit diagram – 3 sets (Hard copy) + 2 sets (Soft copy).
 - ❖ PLC project & Drive parameters with comments in English - 3 sets (Hard copy) + 1 set (Soft copy)
 - ❖ O&M manual for supplied Drive, PLC – 3 sets.
 - ❖ Communication cable & software to communicate between PLC with PC & Drive with PC will be in scope of contractor

D SCOPE OF WORK:

D.1 Electrical Work:

- ❖ Installation of new electrical cabinet incorporating the switchgears, Drive & PLC systems.
- ❖ Rewiring of the entire machine.



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- ❖ All the electrical motors are to be overhauled.
- ❖ The Right side hand held pendant has to be overhauled & new front fascia plate has to be provided. The New Front fascia plate is in scope of the contractor. All push button and Indication lamp to be replaced. Only the Right side Gear Box is functional & wiring of Right side is only to be done.
- ❖ Replacement of all Terminal blocks from right side Gear box, with new one.
- ❖ New panel will be installed away from the machine. Wiring from panel to the machine has to be done.
- ❖ The wires from the machine will be terminated in intermediate panel, which has to be installed on the rear side of the machine. All the machine wiring will be terminated in this intermediate panel.
- ❖ Checking of all field devices (limit switches, sensors, solenoids etc.) and replacement of the same if required. Scope of supply of field devices shall be of contractors.
- ❖ Interfacing & commissioning of the PLC, Drives & Position feedback systems.

E ELECTRICAL SYSTEM:

- E.1** Electrical panel(s) along with switchgear, Drive & PLC system should be suitably positioned and all compartments should be illuminated for ease of maintenance.
- E.2** The switchgear (MCBs, Overloads, Contactors, Relays etc.) should be of the reputed makes.
- E.3** Electrical Cabinet(s) should be with proper air conditioning, vermin proof and sealed from encroachment of rodents.
- E.4** All the panels, Junction boxes, devices should have nomenclatures and individual wires ferruled as per the electrical schematics.
- E.5** Existing AC motor for head up down movement, table movement, should be retained.
- E.6** The wiring of the entire machine should be replaced by new ones of adequate capacity.
- E.7** Plug points 220VAC, 5A should be provided in the Electrical Cabinet(s) and on the Operator Panel.
- E.8** All the interlocking used should be retained functionally accordingly.

F PAINT:

- F.1** The machine has to be re-painted with 2 coats of Apple Green paint. Before re-painting the old paint shall be scrapped completely, matched with application and polishing with putty etc. Putty shall be under the scope of supply of contractor. Paint will be provided by BHEL.

G GENERAL OPERATING CONDITIONS:

- G.1** Temperature: **5° to 50° C**
- G.2** Humidity: **0 - 95% RH**
- G.3** Power Supply: **415V +/-10%, 50 Hz +/- 3%, 3 Phase, 3wire without neutral.**



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H MISCELLANEOUS:

- H.1** A spares list for the supplied items should be provided.
- H.2** Sufficient lighting should be provided on the machine. It should be well guarded from the chips & coolant.

I COMPLETION:

- I.1** Performance of the machine will be checked by M/s BHEL representative by manufacturing trial jobs at BHEL's works.
- I.2** The Contractor is to provide representative to witness these tests at BHEL Bhopal & do rectifications if needed.
- I.3** After successful trial run, machine would be handed over to Production department for regular production. After completely satisfying themselves by manufacturing few production items, the Production department & Block maintenance would then release satisfactory Performance Certificate of the machine. Only on receipt of such certificate, the work would be deemed as completed & final bill will be processed.

J PERIOD OF REWIRING & RETROFITTING:

- J.1** **Two (2) months maximum** from the date of release of machine. Upon receipt of the Work Order, the party must **plan out** the procurement of materials, transportation (if required) and execution of the work with a detailed project schedule. The date of release of the machine will be decided on mutual consent of BHEL and the party.

K GUARANTEE:

- K.1** Vendor shall stand guarantee for smooth functioning of the machine, including all the materials supplied and workmanship, for a period of **one year** from **the date of FINAL HAND-OVER of the machine**.

L MAKES OF MATERIAL

The following are the makes of the Drive & PLC should be used:

- L.1** Drives: Siemens/ABB/Yaskawa/Schneider/Allen Bradley/Delta/Fuji/GE
- L.2** PLC: Siemens/ABB/Yaskawa/Schneider/Allen Bradley/GE/Delta/Fuji

M GENERAL CONDITION

- M.1** Further off loading of the work either in part or in full is not permitted in any case, without prior permission from AGM (CMX). Other-wise the contract is liable to be terminated at the discretion of BHEL.



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Annexure II

Pre-Qualifying requirement of the bidder

Contractor should satisfy Pre-Qualifying requirement, as mentioned below.

Sl. No.	Pre-Qualifying Criteria	Vendor to confirm / Specify	(Nos of pages/ sheets attached)	Remarks
1.1	<u>Only those bidders who have manufactured</u> a. Vertical Borers/VMC of table 5 feet or bigger, OR b. Horizontal Borers/HMC of spindle 5" or bigger, OR c. Grinders (Conventional/CNC) of table length 5 meters or higher OR	Yes/No	Attach documents	
1.2	<u>Executed Reconditioning/Retrofitting of</u> a. Vertical Borers/VMC of table 5 feet or bigger, OR b. Horizontal Borers/HMC of spindle 5" or bigger, OR c. Grinders (Conventional/CNC) of table length 5 meters or higher OR	Yes/No	Attach documents	
1.3	<u>Executed Electrical wiring with Drive & PLC retrofitting</u> a. Vertical Borers/VMC of table 5 feet or bigger, OR b. Horizontal Borers/HMC of spindle 5" or bigger, OR c. Grinders (Conventional/CNC) of table length 5 meters or higher OR	Yes/No	Attach documents	
1.4	Electrical/Electronic Retrofitting in CNC Machines.	Yes/No	Attach documents	
2.0	The machines (w.r.t. clause 1.1, 1.2, 1.3 & 1.4 above) should have been executed During last 7 years as on Tender Opening date. The machines (w.r.t. clause 1.1, 1.2, 1.3 & 1.4 above) should be presently working satisfactorily at their customer works after commissioning prior to the date of opening of the tender. This should be supported by the performance certificate by the customer.	Yes/No	Attach documents	
3.0	Financial Qualifying Requirement :			
3.1	The average Annual Financial Turnover during last 3 years ending 31.03.2021 should be at least 2.34 Lakhs . Following Documentary proof must be submitted as proof of Average Annual Turnover.	Yes/No	Attach documents	



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	1) Audited Profit & Loss Account and Balance Sheet must be submitted as proof of Average Annual Turnover. The financial statements must be signed by the owner and the auditor. Auditors seal, Name, firm name, Membership No. , FRN No., UDIN and the capacity in which he is signing (Proprietor/Partner), must be mentioned on the Profit & Loss A/c and Balance Sheet. 2) In case of proprietorship and partnership where Audited Profit & Loss A/c and Balance Sheet is not available, CA certificate certifying turnover for the required financial years must be submitted, which must be on his letter head mentioning his and his firm name, membership number, FRN no, UDIN, capacity in which he is signing (Proprietor/Partner) , date and place of signing.			
3.2	The vendor should have experience of successfully executed Purchase Order / Work Order for similar works (As mentioned in Clauses 1.0) in any of the following ways During last 7 years as on tender Opening date: (a) One similar completed work of order value not less than Rs. 6.24 Lakhs <u>OR</u> (b) Two similar completed works of order value not less than Rs. 3.90 Lakhs each <u>OR</u> (c) Three similar completed works of order value not less than Rs. 3.12 Lakhs each. Copy of Purchase Order/Work Order along with Completion Certificate /Performance Certificate from end user to be submitted in Technical bid. Note: Similar work is defined in above Clause 1.1,1.2,1.3 &1.4	Yes/No	Attach documents	
4.0	- Tender enquiry is for works contract for reconditioning of Machine, which requires highly skilled & technical work and after reconditioning machine is to be used in production setup which calls for high accuracy and precision. Thus, no relaxation shall be given in Technical PQC to MSME/Start up vendors. - MSME/Start up shall be relaxed from Financial PQR.	Vendor to note		

Documentary proofs are to be enclosed with techno-commercial bid. In case the tenderer fails to enclose the same, the tender will be rejected. The following information is to be submitted by the vendor where such work has been carried out.

- Name of the customer/company where such machine has been supplied/reconditioned/electrical wiring done.
- Complete postal address of the customer.
- Date of commissioning.
- Name and designation of the contact person of the customer.
- Phone, FAX no. and email address of the contact person of the customer.
- Purchase order /work order copy & Performance certificates of such machine supplied/reconditioned to them.

BHEL may visit supplier works or other customer works where the machine is working as a cross-verification before award of work.

(Seal & sign of bidder)



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Subject: Electrical Wiring of Richards 5 Feet Vertical Borer (3/A/1) along with upgradation with PLC & Drive.

Annexure III

General Terms & Conditions of Contract

1. Definitions: -

- A. "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.
- B. "Accepting Authority" shall mean the Head of the WE&CS / (CMX) Section or any other person authorized by him.
- C. "The contract" shall mean the notice inviting the tender & acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd. Bhopal and the contractor together with the documents referred to there in including these conditions, and any Special conditions, specifications, designs, drawings etc. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- D. The "Contractor" shall mean the individual or firm or company whether incorporated or not, under taking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.
- E. The "Contract sum" shall mean the lump sum for which the tender is accepted.
- F. A "Day shall mean a day of 24 hours from midnight to mid night" Irrespective of the number of hours worked in that day.
- G. A week shall mean seven days without regard to the number of hours worked in any day in the week.
- H. The "work" shall mean the work to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra, additional, altered or substituted Work or temporary and urgent work as required for performance of the contract.
- I. "Engineer-in-Charge" shall mean the officer/Executive appointed by the accepting authority, who shall direct, supervise and be in-charge of the work for purpose of this contract.

2. Inspection of work before submission of tender: -

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender.

3. 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 provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

4. 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 the contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These and according to drawings and specification or from any of his obligation under the contract.



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5.0 TIME AND EXTENSION FOR DELAY:

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

5.1 If the work delayed by:

- Force majeure, or
- Serious loss or damage by fire, or
- Delay on the part of other contractor or company/ corporation in executing work not forming part of contractor.
- Non-availability/ release of the machines which is in the responsibility of company/ corporation or,
- Any other case, which is in the absolute discretion of the accepting authority & is beyond contractor's control.

Then upon the happening of any such delay the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never loss constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

5.2 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.

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

6.0 Inspection and Approval:

- 6.1 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.
- 6.2 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.
- 6.3 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.

7.0 Defects liability period - Guarantee

- The contractor shall guarantee the executed work for satisfactory performance for one year on two shift basis from the date of handing over without any major impairment to the accuracies and performance excluding mal operation & accidents. No out of pocket expenses will be given to the engineers/staff of the reconditioners while they are asked to attend the machines during the guarantee period.

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

At any time makes default in proceeding with the work with diligence & continues to so after a notice of 7

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days in writing from Engineer-In-Charge, or

- a) Commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within 7 days after a notice in writing is given by Engineer-in-charge in that behalf of, or
- b) Shall after or give or agree to give to any person in M/s. BHEL, Bhopal service or to any other person on his behalf any gift or consideration of any kind as on inducement or reward for doing or for bearing to do or for having done or for-borne to do any act in relation to the obtaining or execution of this or any other Contract for the Company/Corporation.
- c) Shall obtain a contract with the company as a result of ring tendering or other non-bonafide methods competitive tendering the Accepting Authority may without prejudice to any other right to remedy can cancel the contract in full or part.
- d) In case the contractor abandons the works in between the company without prejudice to any other right or remedy be at liberty to get the unfinished work completed at the risk and cost of the contractor.

9 Contractor's Labour/Worker while working inside:

9.1 Contractor shall furnish to the Engineer-in-charge a complete list of the persons engaged on the work giving the following details.

- a) Name
- (b) Age
- (c) Trade

Change over subsequently if any shall be furnished by the contractor to the Engineer-in-charge.

10.0 Nuisance:

The 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.

11.0 General Terms: -

11.1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

11.2 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.

12.0 Attendance record of contract workers –

“The contractor should maintain an Attendance Register against each work order in respect of the contract labourers 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 at all the times of work, be available at the place of work/deptt. Attendance register shall be maintained in the format of Form No XVI as per CL (R&A) Central rules 1971. If during any inspection, the attendance register is not found at the place of work, the contract is liable to be short closed/ terminated.”

13.0 Wage record of contract workers –

“The contractor should maintain a Wage Register against each work order in respect of the contract labourers 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



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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.”

14.0 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.”

15.0 ESI card based Labor Entry –

“Only those workers shall be allowed entry into Factory premises who have valid ESI card and entry shall be allowed only as per prevailing entry method for contract labors in factory”.

16.0 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 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.”

17.0 Supervision of Contractor labour–

Work should be supervised either by the contractor himself or by qualified authorized supervisor of the contractor all the time during the execution period.

18.0 Contract labour accidents while at work: -

After entering the Plant, safety rules must be followed by the contractor and respective labours. Any contract worker meeting with an accident while at work shall be provided all possible medical treatment available in Kasturba Hospital. Kasturba hospital shall raise the bill for the expenses incurred on the treatment of the worker. Cost of treatment to be deducted from the next bill of the contractor. There shall be no insistence on deposit of advance for the treatment.

“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.”

19.0 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.”



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



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Annexure IV

CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR

A) GENERAL CONDITIONS:

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized. 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 contract 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. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
5. Contractor shall observe Provision of the Factory 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 other declared holidays without written permission.
6. Contractor shall obtain Police Verification of all his workers.
7. Contractor shall ensure following while executing contract.
 - i) Employment card as per rule no 76 of contract labour (Regulation & Abolition) M.P. rules, 1973.
 - ii) Appointment letter to his employees.
 - iii) Annual leave with wages including EL, CL, National & Festival Holiday.
 - iv) Leave record register.
 - v) Shall engage only adult workers who have attained the age of 18.
 - vi) Work to be done on second/third shift, overtime, Sunday or on other declared holidays with written permission.
 - vii) Obtain insurance cover for his employees/equipment, tools etc & third party insurance coverage at his own cost.
 - viii) Remit Provident fund contributions in prescribed 3A & 6A forms.
 - ix) ESI contributions in Form 6.
 - x) Submit challans of PF & ESI contributions every month.
 - xi) Provide Personal protective equipments for employees.
 - xii) Distribute wage slip each month to employees.
 - xiii) Ensure payment as per minimum wages act, 1948 in presence of HR and concerned dept representative.
 - xiv) Preferably Uniform to labours different from BHEL employees.
 - xv) Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.
 - xvi) As per rules contractor shall provide BONUS for each worker deputed by him in this contract. For contract terminating before 30th Nov., contractor should pay the bonus before the final bill is cleared.

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

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no. _____ In _____ (name of department).
Signature of Contractor

8. Leave – In case of workers who have worked for 240 or more days in the preceding year, annual leave with wages @ one day for every 20 days worked and 07 days casual leave is to be provided. For all work contract labourers eight days paid holidays are to be provided in a year.
9. Maximum overtime permissible is 50 hours in a quarter. In case of overtime, contractor should ensure that payment is made at double the rate of normal wage. In case of working on Sunday, contractor should ensure that a weekly holiday is given to the worker.
10. Contribution to welfare fund – contractor should ensure that half-yearly contribution to MP Labour Welfare fund is deposited [@ Rs.30/- (by contractor) per person and @ Rs.10/- (by worker) per person]. Many welfare facilities like student scholarship, distribution of note-books at subsidized rates, monetary help for daughter's marriage widow pension, vocational training, etc. flow from this fund.
11. Inspections – During inspection (by PF/ESI or Labour authorities), contractors should make themselves available for inspection of their records and cooperate with authorities and BHEL. Contractor should provide correct and complete information of their workers to all the authorities. They should keep all the registers and formats updated.
12. First and Final Bill to be cleared only after submission of Form VI A & VI B : Contracting executive shall within 5 days, from commencement and also on completion of Work Order, issue Form VI B which is a mandatory requirement. The format of Form VI B is available on CLC web page. HR/CLC shall follow up with the department to ensure this; Contractor shall within 5 days of commencement /completion of Work Order submit Form VI A to RLC office. He may be instructed accordingly by the contracting executive. Contractor shall submit a copy of Form VI A bearing the receipt seal of RLC office to HR. CLC shall display at its site the status of submission of form VI A & VI B. Finance shall process the first/final bill on clearance from HR regarding submission of Form VI A and VI B by contractor.

B) TOWARDS SELECTION, CONTROL & SUPERVISION OF EMPLOYEES:

1. Contractor shall supervise the work allotted to him and to be carried out by his employees. Contractor has to report daily to the engineer / supervisor incharge for allotment of work.
2. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
3. Contractor should issue appropriate appointment letter to his employees.
4. Contractor to provide employment card/Identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate his name, place of work and duration of validity of card.
5. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employees to carry out the job nor shall sub-contract the job.
6. Contractor will keep watch on his employees and he is liable for any pilferage/loss to BHEL due to act 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 contractor shall lie exclusively with him.
7. Contractor to provide uniforms/safety appliances & safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations applicable to BHEL.
8. The contractor has to provide a distinct uniform different from BHEL employees. The uniform shall be kept in tidy & wearable condition. Wherever necessary, the cap shall be integral of the uniform.
9. The contractor to ensure that all precautions are taken for safety of his employees & equipment.
10. In the event of termination of contract any reasons whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. As and when contract is terminated the

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11. Contractor may discharge his employees after making payment towards retrenchment compensation.

C) 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 such equipment is required in day-to-day operations.
2. Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have criminal record.
3. Contractor will be responsible shall 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.

D) TOWARDS STATUORY LIABILITIES:

1. Contractor shall comply with statutory requirements, rules, regulations, and notifications in relation to employment of his employees issued from time to by the concerned authorities.
2. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least any 3 years and should be made available even after the contract is over for any verification by the statutory/BHEL authorities.
3. Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
4. Contractor shall ensure payment of ESI contributions under ESSI Act, 1948 and provide ESI member ship no. of each employees.
5. Contractor shall produce proof of deductions as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
6. Contractor shall furnish proper returns to the concerned statutory authorities.
7. 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 second/third shift, overtime, Sundays or on other declared holidays without written permission.
8. In case contractor employs women as he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of creche facility, grant of maternity leave as per rules etc.
9. Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
10. The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
11. Contractor to obtain insurance cover for his employees/equipments, tools & tackle etc. and take third party risk insurance coverage at his own cost, BHEL shall not responsible for any loss, damage, pilferage of his property under employees.
12. Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, and shall cover his employees under the said codes.
13. Contractor to obtain license CL (R&A) Act, 1970.
14. Contractor shall fully comply provision of various applicable labour 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.

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- 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 and Factory Act 1948.
- Maternity Benefit Act 1961.
- Equal Emolument Act 1976.
- M.P. Shram Kalyan Nidhi Adhinyam 1982.
- Payment of Bonus Act 1963.
- Inter State Migrant Act.

15. Contractor shall commence the work only after obtaining:

- i) Labour Licence, (ii) Provident fund code no. (iii) ESI code no.
- iv) Registration no. (v) Notice of commencement in Form 6-A & Maintain Register of workers in Form 13.

E) PAYMENT OF WAGES:

1. Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
2. 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.
3. Contractor shall be solely responsible for nonpayment/delayed payment of wages, contribution under EPF & MP Act, ESI Act etc.
4. In case the contractor fails to make 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.
5. Payment of bonus under the payment of bonus Act, payment of gratuity under the payment of Gratuity Act, and retrenchment compensation under Act will be sole responsibility of the contractor.
6. Over and above the daily wages rate, payment shall be made for leave with wages.

F) TOWARDS SUPPLY OF TOOLS AND TACKLES:

1. Tools & tackles to carry out job shall be in scope of contractor. Contractor shall take insurance of his resources-man, material, equipments and tools & tackles.
2. Contractor shall provide safety appliances & maintain the same at his own cost which may be required under the statute or otherwise.
3. Contractor shall provide tools and tackles at his cost to his employees for carrying the job.

G) TOWARDS FINANCE

Contractor to arrange his own finance for carrying out the job.

H) RIGHTS AND OBLIGATION OF BHEL:

1. In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligation and rectify the deficiency/anomaly within three days (specify time) failing which BHEL reserves the right to impose penalty terminate the contract without assignment any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
2. Without prejudice aforesaid clause, BHEL reserves its right terminate the contract without assigning any reason by giving 30 days notice in writing to contractor.

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3. The decision of BHEL regarding interpretation of terms and conditions set forth in the agreement shall be final and binding on the contractor.
4. Duration of contract i, e, date of start and date of completion is specifically provided in the contract. Both the parties can reserve the right to extend the contract on mutually agreed terms and conditions.
5. In case of any dispute concerning the terms and condition of the contract or its implementation, attempts need to be made by the parties to settle the matter amicably. In case the dispute is not resolved the dispute needs to be referred for conciliation by an officer of BHEL. In case it remains unresolved, the dispute be referred for arbitration by an officer of BHEL. In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person.
6. The contract needs to be executed on proper stamps paper to be purchased by the contractor (stamps fees be ascertained as per the applicable rates in the concerned State). It should be signed with seal of the Firm/Company and witnessed.

I) Force Majeure Clause:

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 occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; 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 claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence 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 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 deemed necessary, BHEL may takeover partly processed work at a mutually agreed price.

J) 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 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)



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(d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2(I) of the Employee's Compensation Act, 1923.

H) Arbitration and Law:

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.

There will be no objection if the arbitrator is appointed is an employee of BHEL and that had to deal with the matters to which the contract relates and that in the course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than a person appointed by such General Manager, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be refereed to arbitration at all.

Subject as aforesaid the provision of the arbitration Act, 1996, or any statutory modification/reconditioning or reactant thereof and the rules made there under and for the time being in forces shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be Bhopal.

The cost of arbitration shall be borne as per award of arbitrator.

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

The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable, to the certifying agency shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered in the reference on the date of the first hearing. The arbitrator shall give a separate award in respect of such dispute or difference referred to him.

The arbitration proceedings shall be held at Bhopal. The jurisdiction of courts for these proceeding shall be at Bhopal.



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Annexure V

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 A to this GCC.

The Annexure A 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 A

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.



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



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available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.

16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.

17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.

18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.

20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.

21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- On the date of signing of the Settlement agreement by the Parties; or,
- 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,
- 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,
- 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.

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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:

S. 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	In cases involving claim and/or counter-claim of up to Rs 5 crores. Rs 50,000/- (Sole Conciliator) . In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator) Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.
3	Secretarial expenses	Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC. Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC
4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	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

(Seal & sign of bidder)

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	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:
- Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - admissions made by the other party in the course of the Conciliator proceedings;
 - proposals made by the Conciliator;
 - 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.



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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: 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



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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 BHEL (no. and date)	Amount of 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

Format 5 to BHEL Conciliation Scheme, 2018

(Seal & sign of bidder)



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STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

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

SI. No.	Description 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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Annexure VI

BHEL TERMS & CONDITIONS HEALTH, SAFETY & ENVIRONMENT

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

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

2. SAFETY:

- i) No workman shall be below the age of 18 years on the date of starting work in BHEL.
- ii) For any skilled / semi-skilled work, trade certificate such as ITI pass, Diploma, or degree shall be furnished.
- iii) Electricians shall furnish their valid license from Chief Electrical Inspector, Govt of MP. Or Equivalent Certificate of experience as per IEE Rules.
- iv) For Crane operators, a minimum skill certificate of ITI pass shall be required. Experience certificate stating specific skill in crane operation such as EOT crane, mobile crane etc as may be relevant, names of enterprises where cranes have been operated in the past, period (from and to date) shall be furnished at the time of quoting for the tender.
- v) Contractor shall submit proof of crane operator having undergone training for operating the crane.
- vi) For slingers employed by contractor, the minimum educational qualification shall be 10th pass.
- vii) List of all Personal Protective Equipment which shall be provided by Contractor must be furnished at the time of quoting for tender. In the event where, after award of work order, it is found that Contractor's workmen are working without the required PPEs, BHEL reserves the right to provide the PPEs at the cost of Contractor. The expenses so incurred shall be deducted from the running/final bills of the contractor.
- viii) At the time of starting work, the contractor shall submit all PPEs through entries in BHEL Material Gate No-9 for such items as Face Shield, Respirators, Safety Belts, Dungarees, Welding shields etc. For other consumable nature of PPEs such as masks, ear-buds, muffs gloves, inspection at workplace, by BHEL personnel shall confirm whether workmen are provided the PPEs and are using the same.
- ix) For such items as Safety shoes, Aprons, Uniform etc which are worn by the workmen on first day of commencement of work, the contractor shall get the signed endorsement from AGM concerned of the department where work is to be started, that workmen have been issued the relevant PPEs by contractor and that the same are being used.
- x) The Signed endorsement of this sheet shall be sent to CLC division at the time of commencement of work.
- xi) Failing to furnish this endorsed copy will result in objection for processing the running / final bill, whichever is put up first, for clearing.

3. ENVIRONMENT:

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

4. HEALTH

- i) Medical certificate of current date, from local Registered doctor (MBBS) in respect of all workmen shall be furnished by contractor before starting work in BHEL.
- ii) For crane operators Medical certificate with special fitness of eye-sight & color-vision from Registered doctor (ophthalmology MBBS) shall be furnished before start of work; and fresh medical certificate shall be thereafter produced every 12 months. For an operator of 45 years and above, the same shall be furnished every 6 months of his working inside BHEL from Registered doctor (MBBS Ophthalmology).



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- iii) All hired crane operators shall be got certified by the contractor from Safety Department before deployment at any shop floor, and from time to time as required in accordance with directive of BHEL.
- iv) For such workmen as will be employed in Canteens, the contractor shall furnish Medical Certificate of fitness from registered doctor (MBBS) stating fitness in addition to general aspects, free from any skin diseases, infectious diseases like TB, Asthma, Leprosy etc.
- v) As a general rule, no person above age 60 years shall be employed for contract work. However, if a specific skill set necessitates employing of a person above 60 years of age, the contractor shall specify this condition at the time of quoting for a tender. And BHEL reserves the right to allow / permit such a person to work inside BHEL. The necessary condition for this shall be that the contractor shall furnish a certificate of Physical Fitness from a registered Medical doctor of current date mentioning the age of the person to be employed. However, this may be allowed only as an exception due to skill-requirement, and not as a general practice.
- vi) For all such work requiring working at heights such as chimneys, rooftops, columns of blocks, special medical certificate of fitness from MBBS doctor shall be furnished showing the person is free from such medical conditions as vertigo, epilepsy etc. Specific written permit shall be taken from the In-charge/HOD of that department not less than AGM, for such work.

5. ROAD SAFETY :

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

6. GENERAL SAFETY ASPECTS:

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

- (1) BHEL's HSE policy shall be honored at all times. (2) PPEs shall be used as required at the work-place (3) No unsafe act shall be indulged-in, by the workmen. (4) Special written permission for working at heights shall be obtained by contractor. (5) Medical clearances as required for work shall be submitted before start of work. (6) While working at any machine tool area etc, BOTs, Cranes etc no mobile phone usage is allowed. (7) No loose clothings like shawls, mufflers, dupatta etc should be worn near machine tools. (8) Smoking is prohibited at all times inside factory. (9) No make-shift arrangements shall be made for any engineering shop-floor work. (10) Compressed air shall not be used for area or personal cleaning/dusting. (11) All stipulations of the Factories Act shall be honored and observed by contractor's workmen.
- 7. The following requirements are specific to the Skills, Trades and Situations as per Factories Act 1948. These have to be fulfilled by the contractor for allocating his worker(s) inside BHEL for any work awarded to him, for workers working at/on:

(All Factories Act & MP Rules to be fulfilled by contractor for Age, Skill, Training and Instruction for any of the below mentioned equipment, Machinery, Process)

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



BHARAT HEAVY ELECTRICALS LIMITED BHOPAL

Tender Enquiry No. WEX/CMX/RC/2022-23/EN/02, Dated: 23/06/2022

Subject: Electrical Wiring of Richards 5 Feet Vertical Borer (3/A/1) along with upgradation with PLC & Drive.

Annexure VII

Goods & Services Tax

- 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.
- HSN code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the bidder.
- GST portion of the **invoice shall be released only upon:-**
 - All invoices raised by contractor/vendor must be GST complaint tax invoices as per the GST invoice rules.
 - Contractor declaring such invoices in his GSTR-1, and
 - Receipt of goods/services and tax invoice by BHEL and
 - Confirmation of payment of GST thereon by contractor on GSTN portal
 - Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to contractor for GST portion will be released only after completion of above activity & on availment of ITC by BHEL.
- In case any tax credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and/or tax invoice** or expiry of the timeline prescribed in tax law for availing such ITC, or any other reasons not attributed to BHEL, tax amount shall be recoverable from the contractor along with interest levied/leviable on BHEL. Hence payment covering tax portion including interest thereon will be payable only upon completion of these requirements.
- In case he **delays in declaring such invoices in his return** and tax credit availed by BHEL is denied or reversed subsequently as per tax law, tax amount paid by BHEL towards such ITC reversal as per tax law shall be recoverable from them along with interest levied/leviable from BHEL. Hence payment covering tax portion including interest thereon will be payable only after the last date/chance for availing ITC.

Reverse Charge under GST

- In respect of goods, reverse charge liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date of immediately following 30 days from the date of issue of invoice by the supplier.
- 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.
- Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in Tax law.

Anti-Profiteering

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

This may be due to Any reduction in the rate of GST or the benefits of ITC accrues to vendor/contractor. Availability of ITC for interstate supplies under GST which was not available in existing law (like CST) or ITC reversal under the existing law for stock transfer or on account of common credit etc.

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

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

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

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



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Subject: Electrical Wiring of Richards 5 Feet Vertical Borer (3/A/1) along with upgradation with PLC & Drive.

Annexure VIII

(Rs.500/-Stamp-paper)

CONTRACT AGREEMENT

This agreement is made on day -----of _----- (month)----- (year) between **BHARAT HEAVY ELECTRICALS LIMITED**, Bhopal, having its registered office at BHEL House, Siri Fort, New Delhi (hereinafter called BHEL) which include successor, assigned executive of the ONE PART

AND

M/s -----(Name of the contractor), (hereinafter called the 'Contractor') and its executor of the SECOND PART.

A Work-order No. -----dtd. ----- has awarded to the contractor for ----- The Parties have agreed between themselves to the terms and conditions illustrated in the aforesaid Work-order No.----- dtd. ----- .

A copy of Work-order enclosed shall be part of the agreement.

(Contractor) संबंधित अपरमहाप्रबंधक के प्रतीहस्ताक्षर

(Contracting Executive)

(For M/s)

(Seal & sign of bidder)

(For & on behalf of BHEL, Bhopal)

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Annexure IX

WEX/CMX/RC/2022-23/EN/02, Dated: 23/06/2022

Part-II

PRICE BID FORMAT

Name of work: **Electrical Wiring of Richards 5 Feet Vertical Borer (3/A/1) along with upgradation with PLC & Drive**

Sl. No.	DESCRIPTION	Amount (Rs.) Without GST	GST amount (Rs.)	Total Amount with GST (RS.)
1	Total material Cost as per the Scope of work, Annexure-1			
2	Total Execution Cost as per the Scope of work, Annexure-1			
3	ADD 1 to 2 (Grand Total)			
4	Amount in words			

- The evaluation currency for this tender shall be INR.
- L-1 shall be decided on total amount basis (material cost + labor cost).
- In case of discrepancy in the cost in words & letters, the cost indicated in words will be taken as final.
- Taxes & duties (GST, any other taxes) will be extra & will be applicable at the time of incidence.
- Price shall be firm throughout the contract duration.

TERMS & CONDITIONS:

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

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

(Seal & sign of bidder)

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IN CASE OF TIE

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