

**NOTICE INVITING TENDER DOCUMENT  
FOR  
SITE SERVICES FOR ENGINE HARNESS LAYING IN  
DETC COACHES AT ICF CHENNAI**

**NIT No.: TMX/DETC/ICF/01, DTD. 17-10-2020  
DUE DATE AND TIME: 06-11-2020, 11:00 HRS**



**BHARAT HEAVY ELECTRICALS LTD.  
Traction Machine Spares & Services Division (TMX)  
Piplani, BHOPAL - 462 022**



**BHARAT HEAVY ELECTRICALS LTD., BHOPAL - 462022**

Traction Machine Spares & Services Division (TMX)

Contact: 0755- 2502407/2502520

E-Mail: saneesh316@bhel.in  
plakra@bhel.in

**To,**

**From:** Saneesh Raj, Sr. Engineer (TMX Dept.)  
CET Building, BHEL BHOPAL – 462 022  
**Ref:** TMX/DETC/ICF/01  
**Date : 17-10-2020**

*By Registered Post / By E-mail / By Hand/Press Tender*

**NIT NO.: TMX/DETC/ICF/01**

**Date: 17-10-2020**

**SITE SERVICES FOR ENGINE HARNESS LAYING IN  
DETC COACHES AT ICF CHENNAI**

Dear Sirs,

1. Sealed Bids are invited as per Terms & Conditions enclosed from qualifying bidders.
2. Deputation to the site shall be on lump sum basis, as per T&C of NIT.
3. The Bids shall be in 2-part system i.e. Part-1 “Techno-Commercial Bid” and Part-2 “Price Bid”, both to be sent in separate sealed envelopes and dispatched in a single packet. The outer packet cover shall be inscribed with:

**NIT No.: TMX/DETC/ICF/01**

**DUE DATE: 06-11-2020**

**PROJECT: SITE SERVICES FOR ENGINE HARNESS LAYING IN DETC COACHES  
AT ICF CHENNAI.**

Inner envelopes shall be inscribed with:

**PART-1: TECHNO-COMMERCIAL BID**

**NIT No.: TMX/DETC/ICF/01**

**DUE DATE: 06-11-2020**

**PROJECT: SITE SERVICES FOR ENGINE HARNESS LAYING IN DETC COACHES  
AT ICF CHENNAI.**

**PART-2: PRICE BID**

**NIT No.: TMX/DETC/ICF/01**

**DUE DATE: 06-11-2020**

**PROJECT: SITE SERVICES FOR ENGINE HARNESS LAYING IN DETC COACHES  
AT ICF CHENNAI.**

The Bid should be addressed to:

In charge tender Room  
BHEL Bhopal -462022

4. The Bid should be free from over writing; corrections etc. if any should be initiated.
5. Format for Part-1 Techno-Commercial Bid provided with the tender in Annex. - C is to be filled-up mandatorily and required enclosures attached.
6. The Bid must reach us sufficiently before **11:00 hrs on 06-11-2020** and the Part-1 Techno-Commercial Bid will be opened on **06-11-2020 at 14:00 hrs.** in the presence of those representatives of the bidders having authority letters from their companies.
7. The **Bid envelope should be inside the tender box (Green color)** available in Tender room at Ground Floor, Administrative Building before **11:00 hrs. on 06-11-2020.** Bid received after 11:00 hours shall be considered as late tender and is liable to be rejected.
8. Earnest Money (EMD) of **Rs. 5,880/-** as mentioned in A: BHEL Commercial Terms & Conditions is to be deposited either (i) online and deposition slip (generated online) to be sent along with bid and/or (ii) 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).
9. Tender Fee of **Rs 500/-+GST** (Rs. Five Hundred only) to be deposited online only and deposition slip (generated online) to be sent along with the Bid inside the envelope containing Part-1 Techno-Commercial Bid. Bid received without Tender Fee is liable to be rejected. The Tender Fee shall be non-refundable. Amount deposited other than online mode is not acceptable, Refer point no.20 for process of online deposition.
10. The enclosed scope of work, as detailed in the tender, covers only the major work /activities. In addition, if any other related activities for the completion of job are needed, as per general maintenance requirement and site conditions, they have to be carried out without any extra cost.
11. Penalty for delay shall be as per LD Clause (Cl. 1.5 in Annex. – A & Cl. J in Annex. – B).
12. It will be in the interest of the contractor to visit the site before submitting the Bid to have clear idea about the site conditions, location and existing state of the equipment etc. Contractor shall provide prior information to BHEL.
13. BHEL is not responsible for the tenders/ bids lost / delayed in transit / by post etc. Any Bid reaching this office after due date & time or without EMD & Tender Fee will not be considered.
14. The selected Contractor will have to mobilize their team (Reporting at site) with all prerequisites within 7 days of the issue of the Letter of Intent / Work Order or advise for starting work from our end, whichever is later.
15. Bid not received in line with the tender enquiry is liable to be rejected.
16. It is requested that only authorized representative of the bidder attends the tender opening.
17. All tools & instruments and their mobilization is Contractor's responsibility. Contractor shall ensure use of only calibrated Inspection / Measuring / Testing Equipment conforming to national standards. Valid calibration certificate shall accompany these IMTEs.
18. "Code for Safety Management at Services Sites" in Annex. – E and "Statutory Liabilities of the Contractor" in Annex. – F are to be accepted by the party for qualifying in Techno-Commercial bid.
19. **Part-2 Price bids of only those parties will be opened who qualify in the Techno- Commercial bid.**
20. In order to minimize cash handling, faster collection of money receipt and also to provide ease and comfort of payment from their own place for depositors; an online facility through SB-Collect has been implemented. It is for depositing amount for getting various types of services from BHEL Bhopal viz. Tender cost, Earnest Money Deposit, Security Deposit etc., Complete details are available under tag "online e-payment" on internet. Same page may also be viewed by clicking over the following link:

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

Details of developed templates are available on bank site. For first time user "Help Documents" is also available on page under which general information relating to procedure for depositing amount is available on page number 2 and 3. In addition to above for specific query related to type of deposit, demo with the template is also available on respective page mentioned on page no 2 of the help documents.

It is expected from the depositor(s) to understand the process first from the help document bank site before proceeding to deposit.

**Path:**

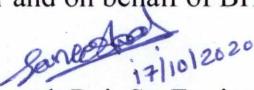
1. <http://www.bhelbpl.co.in/qcins/iccs.htm>
2. Proceed Direct to Bank Site for payment
3. Accept the T&C and proceed.
4. Select State- Madhya Pradesh
5. Select Industry
6. Select Industries name as Bharat Heavy Electrical limited Bhopal
7. Select Payment Category – Tender Fee/ EMD/ SD etc.
8. Fill the details and Deposit the amount.

21. After receipt of work order from BHEL (if found technically suitable), Contractor has to sign a Contract Agreement on Rs. 500 Stamp Paper covering all terms and conditions of work order. Stamp duty charges shall be borne by the Contractor.

Thanking You,

Yours faithfully,

For and on behalf of BHEL

  
Saneesh Raj, Sr. Engineer (TMX Dept.)  
CET Building,  
BHEL, Bhopal-462022

Encl:

1	BHEL Commercial Terms & Conditions	Annex. – A
2	Scope of Work, Technical Details	Annex. – B
3	Techno-Commercial Bid Format	Annex. – C
4	Price Bid Format	Annex. – D
5	Code for Safety Management at Services Sites	Annex. – E
6	Statutory Liabilities of the Contractor	Annex. – F
7	Qualifying Criteria & Special Conditions	Annex. – G
8	NEFT Format	Annex. – H
9	Guideline for GST	Annex. – I
10	Arbitration & Law	Annex – J

1.0 BHEL COMMERCIAL TERMS & CONDITIONS			TMX/DETC/ICF/01
1.1	Terms of Payment	<ul style="list-style-type: none"> <li>• No mobilization advance is payable.</li> <li>• Payment shall be made in the following manner:           <ul style="list-style-type: none"> <li><b>I) Payment would be made on quarterly basis on submission of technically and commercially clear bill within specified time. (supported with MOM / certification by BHEL site office/Customer) together with invoice.</b></li> <li><b>II) SD deducted shall be returned 90 days after completion of work and acceptance by M/s BHEL.</b></li> </ul> </li> </ul>	
1.2	Deduction of Income Tax /Payment of GST	<p>All payments are subject to Income Tax deduction as per prevalent rate of the bill amount at source as per Central Government Laws. BHEL shall issue appropriate certificate in this regard.</p> <p><b>GST as applicable, shall be payable extra at the prevailing rate upon proof of payment.</b></p>	
1.3	Earnest Money Deposit (EMD)	<p>EMD is essentially to be deposited by each bidder:</p> <p><b>EMD amount for this NIT is Rs. 5,880 /-</b></p> <p>The EMD is to be paid either (i) by online mode as per clause 20 of NIT above (e-Payment) and/or (ii) 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). No other mode of payment is acceptable. The EMD paid shall not carry any interest. EMD of un-successful bidder shall be returned after award of work to successful bidder (techno-commercial cleared L1 bidder).</p>	
1.4	Security deposit (SD)	<p>SD is essentially to be deposited by the successful bidder @5% of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p>At least 50% of the required Security Deposit, including the EMD, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected balance SD may be accepted in the following forms (after adjusting the EMD amount):</p> <ul style="list-style-type: none"> <li>i) Electronic Fund Transfer in favor of BHEL as per clause 19 above.</li> <li>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</li> <li>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)</li> <li>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)</li> <li>(Note: 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.</li> <li>(v) online as per clause 20 of NIT above (e-Payment).</li> </ul>	
1.5	Penalty Clause	Refer Annexure B Clause J	

All other terms and conditions shall be governed as per NIT details and its Annexures signed and submitted by the bidder with the Bid and subsequent clarifications confirmations, if any.

**NITNO: TMX/DETC/ICF/01****Date: 17-10-2020**

<b>SCOPE OF WORK &amp; TECHNICAL DETAILS OF</b>	SITE SERVICES FOR ENGINE HARNESS LAYING IN DETC COACHES AT ICF CHENNAI
EXECUTING AGENCY	BHEL, BHOPAL: TMX DEPT.

**A. SCOPE OF WORK AND BRIEF DESCRIPTION OF ACTIVITIES INVOLVED:**

- 1) Engine harness laying from Engine 1 to Control Cubicle in Cab 1 of DETC including routing and fixing/clamping if required.
- 2) Engine harness laying from Engine 2 to Control Cubicle in Cab 1 of DETC including routing and fixing/clamping if required.
- 3) Radiator harness laying from hydraulic tank to the radiator including the routing and fixing/clamping if required. Also the harting connector connection to be made ready if required.
- 4) Radiator harness laying within the radiator to the two fans including fixing of the harting connector and fixing/clamping.
- 5) Harness from the hydraulic tank to the PRV (near engine 1) including routing and fixing/clamping if required.
- 6) Laying of the hydraulic tank harness.

**B. SITE DETAILS:**

Contractor has to complete the work at Integral Coach Factory (ICF) Chennai work shop.

**C. LIST OF TOOLS TO BE CARRIED BY CONTRACTOR:**

All necessary tools Screw Driver Set, Spanner Set, LN Key Set, Jigs, Fixtures etc. or any other tool required for completion of work is in scope of contractor.

**D. TERMS & CONDITIONS:**

1. Contractor shall take up the work as per call given by BHEL, maximum within 7 Days of period.
2. The person(s) deputed to site will make his/their own arrangement for stay / lodging & boarding.
3. After job completion, the contractor shall submit the Invoice along with other documents as required and asked by BHEL for Payment.
4. The Contractor will make his own arrangement for the necessary insurance of his (i) personnel (ii) instruments / tools / tackles, test eqpt against accidents, damage, theft or fire etc. Necessary workmen compensation insurance is contractor's responsibility.
5. The contractor shall carry out and complete the specified work(s) to the entire satisfaction of BHEL/ ICF.
6. BHEL shall not reimburse any expenses towards (i) insurance cover for contractor's Persons deputed for site work, tools, instruments etc. (ii) any medical expenditure (iii) transport of his tools/ instruments, personal luggage etc.
7. Depending on requirement, the contractor shall have to depute his person(s) even on 24 hours' notice.
8. Engine harness shall be provided by BHEL during deputation at site.

## **E. CONTRACT VALIDITY & REVIEW OF PERFORMANCE:**

1. Contract shall be valid for a period of 12 months from the date of signing of contract
2. BHEL may short close the contract without assigning any reason.
3. BHEL shall appraise the performance of the contractor during testing, commissioning and functioning of the system and any other work done by contractor and shall be entitled to reject any work which, is not in full accordance with their expectations BHEL reserves the right to even terminate the contract unilaterally.

## **F. CONFIDENTIALITY:**

The Contractor shall not mis-utilize, issue to others any confidential information like Schemes / Drgs. Manuals, Instructions etc. pertaining to the BHEL equipment / system.

## **G. STATUTORY LIABILITY & ADHERANCE TO SAFETY MANAGEMENT CODE:**

Where the Contractor Company has employed workers for these services, the enclosed Statutory Rules / Regulations viz. "Code for Safety Management at Services Site" and "Statutory Liabilities of the Contractor" (vide Annexures - E & F) are to be accepted and followed by the party and feedback against compliance to be provided to BHEL.

The contractor shall defend & hold the BHEL, Railway or person & agencies working on their behalf harmless from all actions, claims, suits and demands made, against either or both or any or all of them in respect of injuries to or death of any person including employees of the contractor or non-compliance of any statutory requirement.

## **H. QUALIFYING CRITERIA & SPECIAL CONDITIONS: Refer Annexure-G.**

## **I. CONTRACT VALUE:**

The total contract value shall be of complete work as mentioned in this NIT and accepted by BHEL.

## **J. PENALTY:**

Penalty in the following cases shall be applicable:

1. Supplier shall have to report at site within 07-day notice provided to them. Wherever the delay is due to mobilization by contractor a sum of Rs. 500/- Per day, after 7 days' notice, shall be recovered as Penalty.
2. Whenever customer reports from site for the delay /poor execution of work and this delay/poor execution is attributable to Contractor, a sum equivalent to 0.5% of Contract Value shall be recovered as Penalty.

Certification for delay in deputation and delay/poor execution of work at site shall be given by BHEL and shall be final. Total Penalty shall not exceed 10 % of the contract value.

NIT NO.: TMX/DETC/ICF/01

Date: 17-10-2020

PART – 1

TECHNO-COMMERCIAL BID

DUE DATE: 06-11-2020

SITE SERVICES FOR ENGINE HARNESS LAYING IN  
DETC COACHES AT ICF CHENNAI

1.	NAME OF BIDDER & POSTAL ADDRESS WITH PIN CODE			
2.	CONTACT PERSON(S) PHONE / MOBILE NO(S).			
3.	FAX NO.			
4.	EMAIL ID			
5.	BID REF. NO. & DATE	Ref.	Date	
6.	COMPANY REGISTRATION NO. (document)	Reg. No.	City	Date
7.	IT PERMANENT A/C NO. (PAN) (document)			
8.	GST REGN. NO. (furnish document)			
9.	ESI / WC CODE NO. (furnish document)			
10.	PROVIDENT FUND NO. (furnish document)			
11.	TENDER FEE PARTICULARS	Amt.	500/- + GST DU NO.	
12.	EMD PARTICULARS	Amt.	5,880/- DU NO.	
13.	VALIDITY OF BID	6 months		
14.	MOBILISATION ( TO SITE) PERIOD	7 days from intimation		
15.	BIODATAS OF PROPOSED EXPERIENCED SITE MANPOWER (furnish documentary proof)	Experienced Commissioning Engineer ,Diploma Engineer & Skilled ITI Electrician/Fitter		
16.	Average annual financial turnover for LAST 3 YEARS UPTO 31 <sup>st</sup> March 2020 (furnish documentary proof)	(Mention Amount, which must be at least Rs.88,200/-) <b>(mandatory)</b>		
17.	Experience of having successfully completed at least one similar work i.e. "supply /commissioning /supervision of Electrical Wiring/ Engine harness laying work or manufacturing / repair /rehabilitation / annual maintenance contract of similar works used for railway/ metro coaches, or AC EMU electrics / EMU/ MEMU/DEMU/DETC/ electric loco/ diesel loco/DEMU/DETC for traction rolling stock or traction propulsion application in Indian railway during the last 7 years ending last day of month previous to the one in which applications are invited. The value of such work should be as mentioned in right hand side.(furnish documentary proof)	<p>a) Must be not less than Rs. 1,17,600/- each for 3 Similar Work.</p> <p style="text-align: center;"><b>OR</b></p> <p>b) Must be not less than Rs. 1,47,000/- each for 2 Similar Work.</p> <p style="text-align: center;"><b>OR</b></p> <p>c) Must be not less than Rs.2,35,200/- for 1 Similar Work.</p> <p style="text-align: right;"><b>(mandatory)</b></p>		
18.	TECHNICAL DEVIATIONS ( give details, if any)	Yes / No*		
19.	DEVIATIONS ON COMMERCIAL CONDITIONS give details if any	Yes / No*		
20.	CONFIRMATION TO Annex-G,H , I & J	Yes / No*		
		Enclosed <b>(mandatory)</b>		
21.	UNPRICED PRICE BID FORMAT	(Fill up "QUOTED" wherever prices are quoted) <b>(mandatory)</b>		
22.	ADHERANCE TO SAFETY MGMT CODE & STATUTORY LIABILITIES AS PER ANNEXURE-E & ANNEXURE-F	Yes / No <b>(mandatory)</b>		

\* If No deviation is mentioned, it implies that All NIT T&C is acceptable to bidder.

Signature with date & Seal of contractor

<b>NIT NO.: TMX/DETC/ICF/01</b>	<b>Date: 17-10-2020</b>	
<b>PART – 2</b>	<b>PRICE BID</b>	<b>DUE DATE: 06-11-2020</b>
<b>SITE SERVICES FOR ENGINE HARNESS LAYING IN DETC COACHES AT ICF CHENNAI</b>		

NAME & ADDRESS / PIN CODE / TEL / FAX / E- MAIL OF BIDDER		
BID DETAILS	Ref. No.:	Date:

**A. PRICE BID FORMAT:**

**Rates must be quoted as below:**

<b>Sl No.</b>	<b>Description</b>	<b>Qty. (A)</b>	<b>Unit Price in (Rs.) (B)</b>	<b>Total Price C=A x B</b>
1.0	Price for completion of work as per Annexure-B of this NIT. “SITE SERVICES FOR ENGINE HARNESS LAYING IN DETC COACHES AT ICF CHENNAI”	<b>28 Sets.</b>		

**Note:**

1. Rates quoted above should firm.
2. GST shall be payable extra as applicable on proof of payment.
3. Other Terms shall be as per NIT.

Sign of contractor & Seal: \_\_\_\_\_

Date:

**NIT NO.: TMX/DETC/ICF/01****Date: 17-10-2020****SUB: CODE FOR SAFETY MANAGEMENT AT SERVICES SITES**

It may please be noted that the following practices are to be observed during execution the work:

**GUIDELINES FOR SAFE WORK PRACTICES**

- Personal Protective Equipment: Provision & use of personal protective equipment conforming to Indian or equivalent standards to all employees of BHEL & its sub-contractors working at sites shall be ensured as specified below:
- Safety Helmets Conforming to IS:2925 shall be worn by all at sites where there is any possibility of any object falling from overhead.
- Safety Belts (Type 2) Conforming to IS: 3521 shall be used with the life line properly tied, by any person who is required to work at an elevated location from where there is possibility of fall of the person by more than two meters.
- Person who might be exposed to any hazards to his eyes & face during the course of his work shall use 2.1.3 Eye & Face Protection Device Conforming to IS: 8940 or 8520.
- Ear protection Device Conforming to IS: 6229 shall be used by any person exposed to excessive noise in his work.
- Hand & Body Protection Devices IS: 2573 or 6994 or 8519 or 8807 as applicable shall be used by a person who might be exposed to the possibility of Injury to his hand or body while executing a particular task.
- Foot Protection Devices: Safety shoes or good quality covered shoes, depending on the degree of hazard one is likely to be exposed to, shall be worn by persons engaged at servicing sites.

**HOUSE KEEPING**

- Materials, equipment etc. shall not be placed or left work area so as to obstruct safe movement of people or cause any other mishap.
- Work places & passageways that are slippery due to oil, water etc. shall be cleaned up or strewn with sand/similar substance.
- Action shall be taken to discourage the practice of throwing materials/ equipment from elevated locations to lower levels.

**ILLUMINATION**

- Adequate & suitable artificial lighting shall be provided at all work places and their approaches.
- Lamps shall be protected by suitable guards where necessary to prevent danger, if the lamp breaks.
- Hand-held lamps shall be powered by either 24V supply or dry cells.
- Emergency lighting provisions for night work shall be made to minimize danger in case of power failure.
- Insertion of electrical wires directly into socket holes without proper plug top for drawing power shall not be allowed.
- Proper earthing & insulation of all temporary electrical lines laid for servicing jobs shall be ensured.

**FIRE HAZARDS/ ACCIDENTS AND THEIR CONTROL**

- Contractor should ensure that fire- fighting equipment, arranged by customer, is available in the vicinity of work place.
- Arrangements shall be made to contain sparks generated during welding, cutting or other operations and sparks shall not be allowed to fall down on combustible materials, if any, kept below.
- Every scaffold shall be of safe design for the purpose for which it is to be used and shall be of safe and sound constructions and maintained in good conditions.
- Switching off of power supply to welding machines etc. shall be ensured during non-working period.
- Rolling & dragging gas cylinder shall be allowed but suitably designed cage system shall be used for lifting of gas cylinders to elevated work locations and also for lowering them.

**FIRST AID**

- Contractor shall be required to maintain a first aid box with essential items. The box shall be available for use at all hours of work.

**STATUTORY REQUIREMENTS**

- Adherence to all local, state and central legislation on safety measures as applicable to the work at site shall be ensured.
- This document may be treated as a part of the NITs and your acceptance of these requirements will be essential for qualifying to work as our sub-contractor.

**NIT NO.: TMX/DETC/ICF/01****Date: 17-10-2020****SUB: STATUTORY LIABILITIES OF THE CONTRACTOR**

- All statutory requirement under Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen Compensation Act 1923, EPF & MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Tax Act and all other applicable Act etc. shall be complied by the Contractor
- Contractor shall comply with all statutory requirement, rules, regulations & notification etc. in relation to employees issued from time to time by the concerned authorities
- Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a minimum period of at least 3 years and should be made available even after the contract is over for any verification by statutory / BHEL authority
- Contractor to provide PF Pass Book to his employees ensure payment of PF, EDLI, pension dues under EPF and MP Act 1952 to the RPFC
- Contractor shall ensure payment of ESI contributions under ESI Act 1948, and provide ESI membership no. of each employee
- Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension, ESI contribution, administrative charges etc. where ever applicable and shall maintain proper records
- Contractor shall furnish proper returns to the concerned statutory authorities
- Contractor shall be solely responsible for non- payment, delayed payment of wages, contribution under EPF & MP Act, ESI Act etc.
- In case the Contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues under the contract can be utilized by BHEL to discharge the liability of the contractor
- Payment of bonus under Bonus Act, payment of gratuity under Gratuity Act and retrenchment compensation under Act will be sole responsibility of the Contractor
- Over & above the daily wage rate, payment shall be made for leave with wages
- Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave & overtime to his employees. No work shall be done on second / third shift, overtime, Sundays or on other declared holidays without written permission
- In case a contractor employs women as employee, 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 crèche facility, grant of maternity leave as per rules etc.
- Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorized representative of the contract operating division & HR representative who shall record under his signature to the end of entries in the register of wages and give certificate to this effect which shall be enclosed with the bill for claiming payment
- In case the Contractor fails to make payment to his employees within the stipulated date / time, security deposit can be utilized for payment of wages etc. In case of such an eventuality the Contractor shall replenish such an amount immediately
- Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with the employees deployed by him
- The contractor shall issue all the necessary Personal Protective Equipment's (PPEs) to all his workmen involved in the job. The liability for any compensation on account of any injury sustained by an employee of the contractor shall be exclusively of the Contractor
- Contractor to obtain insurance cover for his employees / equipment, tools & tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property under employees
- Contractor should have independent code numbers under EPF & MP Act 1952 and ESI Act 1948 Service Tax and shall cover his employees under the said codes
- Contractor to obtain license under CL(R&A) Act 1970.

**NIT NO.: TMX/DETC/ICF/01****Date: 17-10-2020****SUB: QUALIFYING CRITERIA & SPECIAL CONDITIONS****QUALIFYING CRITERIA (TECHNO-COMMERCIAL)****FINANCIAL:**

Average annual financial turnover for LAST 3 YEARS UPTO 31 <sup>st</sup> March 2020 (furnish documentary proof)	(Mention Amount, which must be at least Rs.88,200/-) (mandatory)
The contractor should have experience of having successfully completed at least one similar work i.e. "supply /commissioning /supervision of Electrical Wiring/ Engine harness laying work or manufacturing / repair /rehabilitation / annual maintenance contract of similar works used for railway/ metro coaches, or AC EMU electrics / EMU/ MEMU/DEMU/DETC/ electric loco/ diesel loco/DEMU/DETC for traction rolling stock or traction propulsion application in Indian railway during the last 7 years ending last day of month previous to the one in which applications are invited. The value of such work should be as mentioned in right hand side.(furnish documentary proof)	<p>a)Must be not less than Rs. 1,17,600/- each for 3 Similar Work.</p> <p><b>OR</b></p> <p>b)Must be not less than Rs. 1,47,000/- each for 2 Similar Work.</p> <p><b>OR</b></p> <p>c)Must be not less than Rs.2,35,200/- for 1 Similar Work.</p> <p>(mandatory)</p>

**TECHNICAL:**

The contractor should have experience of having successfully completed at least one similar work i.e. "supply /commissioning /supervision of Electrical Wiring/ Engine harness laying work or manufacturing / repair /rehabilitation / annual maintenance contract of similar works used for railway/ metro coaches, or AC EMU electrics / EMU/ MEMU/DEMU/DETC/ electric loco/ diesel loco/DEMU/DETC for traction rolling stock or traction propulsion application in Indian railway during the last 7 years ending last day of month previous to the one in which applications are invited.(furnish documentary proof)	<p>1. MOM or documentary proof duly signed by Railway or MOM or documentary proof with ultimate customer or Proof of having successfully executed BHEL order.</p> <p>2. PO/WO/CA for above MOM also to be submitted. Only PO/WO/CA without documents covered as in Sl.No. 01 is not acceptable as sufficient document qualifying criteria.</p>
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**SPECIAL CONDITIONS**

1. It is not the intent to specify completely herein, all details of activities for Engine Harness Laying in DETC coaches at ICF Chennai, any activity not explicitly mentioned in our specification but required for above work as per prevailing sound engineering practices in railway industry, ensuring safety of equipment & personnel, ergonomics, aesthetics to be considered as part of contractor's scope. Prior to bidding, the bidder must carefully assess the system requirement and work involved for its smooth integration.
2. Minor works shall be in scope of contractor, though defining the compete minor work is not possible. No separate charges shall be payable for minor modifications. Any Major modification to be kept in knowledge of BHEL.

3. BHEL shall appraise the performance of the contractor during erection, commissioning and functioning of the system and any other work done by contractor and shall be entitled to reject any work which, is not in full accordance with their expectations BHEL reserves the right to even terminate the contract unilaterally if, in their judgment, there are enough rejections of work, delay or omissions.
4. Signing of MOM/ providing completion report to BHEL/ultimate customer shall be in contractor's scope.
5. Contractor shall update BHEL (TMX, Chennai site office) on daily basis regarding the work progress made and consult further course of action.
6. Bidder shall provide rate as per Price Bid Format.
7. BHEL may short close the contract without assigning any reason.
8. Contractor may be required to depute manpower in two shifts and also in third shift (if demanded by ICF/ BHEL).
9. The contractor shall defend of hold the BHEL, Railway or person & agencies working on their behalf harmless from all actions, claims, suits and demands made, against either or both or any or all of them in respect of injuries to or death of any person including employees of the contractor or non-compliance of any statutory requirement.
10. Train/ air/ road travel fare, travelling expenses lodging & boarding and transportation facilities of the person engaged in Engine harness laying job or any other purpose is the sole responsibilities of the contractor. BHEL shall not be responsible for providing these facilities.

**(ON VENDOR / CONTRACTOR LETTER HEAD ONLY)**

To

**M/s Bharat Heavy Electrcials Limited  
P.O. Piplani Bhopal (MP) 462022**

**VENDOR/**  
**CONTRACTOR**  
**CODE(S)**

**Dear Sir/Madam,**  
**Sub: Authorization of our payment through EFT/NEFT/RTGS**

We hereby authorize M/s BHEL Bhopal to make our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

1. NAME OF THE BENEFICIARY: \_\_\_\_\_
2. ADDRESS: \_\_\_\_\_ PIN \_\_\_\_\_
3. TELEPHONE NO. WITH STD. CODE: \_\_\_\_\_
4. BANK PARTICULARS
  - A) BANK NAME: \_\_\_\_\_
  - B) BRANCH ADDRESS: \_\_\_\_\_ PIN \_\_\_\_\_
  - C) 9 DIGIT MICR CODE: \_\_\_\_\_
  - D) BANK ACCOUNTNO : 

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  - E) BANK ACCOUNT TYPE : 

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS (PL. SPECIFY)
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  - F) IFSC CODE : \_\_\_\_\_ G) BRANCH CODE: \_\_\_\_\_

**5. BENEFICIARY AUTHORISED E-MAIL ADDRESS:**

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected due to incomplete or incorrect information, I/We would not hold the Company responsible.

**SIGNATURE & OFFICE STAMP**

**Name of the authorized Signatory:**

Date :

**Proposed Bank Certification:** It is certified that above mentioned beneficiary holds a bank account No. .... with our branch and the Bank

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SIGNATURE & OFFICE STAMP

**No Objection Certification from Existing Bank (In case of change of Bank):** we have no-objection w.r.t. further payment made by M/s BHEL in the above mentioned account. Bank details of the above mentioned beneficiary with our bank are as

follows:

**Account No:** \_\_\_\_\_

Blame it on the  $\pi$  (of the day)

Please refer point no 7 of the instructions

Instructions for filling up the format

1. Details to be addressed to the followings
  - Contract awarding agency in case of work(s) contract and other contingent supplies
  - CDC/CRX in case of transporter
  - Medical MM in case of Medical Purchase
  - SDC/MM where the purchase order issued by MM
2. All details must be filled in capital letters
3. A cancelled blank cheque must be enclosed for verification of Account No, MICR and IFSC Codes.
4. Official Stamp along with designation must be affixed below the signature
5. Bank authorization is mandatory
6. All documents in original are to be submitted to BHEL.
7. In case of change of bank, no objection certificate is required from the existing bank on bank letterhead with suitable clarification.
8. Form with correction(s) or overwriting will not be accepted.

Dy. Manager/Finance  
Cash Planning Section

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon:** -
  - 3.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
  - 3.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
  - 3.3 Receipt of goods/services and Tax Invoice by BHEL and
  - 3.4 Confirmation of payment of GST thereon by contractor on GSTN portal.
  - 3.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
  - 3.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.
4. In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL

#### **Reverse Charge under GST**

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

#### **Penalty**

6. Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

#### **Tax Deduction at sources**

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

**NIT NO.: TMX/DETC/ICF/01****Date: 17-10-2020****ARBITRATION & LAW**

- 1.** All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of the Engineer in the Contract or any other person is expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996.
- 2.** The parties to the Contract understand and agree that there will be no objection that the General Manager or the person nominated as arbitrator had earlier in his official capacity directly or indirectly dealt with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 3.** The arbitration proceedings shall be held at Bhopal.

**4. 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.