



Terms and Conditions

Name of work:

“MATERIAL MOVEMENT, CLEANING OF SUB ASSEMBLIES, ASSISTANCE IN FIXTURING etc. IN SUB-ASSEMBLY & METERS”. to Tender Ref. No.: EDN/JC/SA&EM/09-11/01.

1.0 Instructions to Tenderers

- 1.1 Sealed Tenders for the above work are hereby invited from the Contractors experienced in works of similar kind and magnitude.
- 1.2 Tenders should be addressed to:

***DGM- Sub Assembly (Production),
BHEL, Electronics Division,
P.B. No.:2606,
Mysore Road, Bangalore – 560 026.***

The full name and address of the Tenderer and the name of the work with Tender reference should be indicated on the sealed Cover.

- 1.3 The address of the Tenderer, the name of the person to whom all the correspondence are to be addressed should be indicated, with telephone number / mobile number (both Office & Residence) and fax numbers.
 - 1.4 All the entries in the Tender Documents should be in one ink. Eraser and overwritings are not permitted. The Tenderer concerned with proper indication of the name, designation and address of the person should duly sign all cancellations and insertions.
 - 1.5 Tenderer shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting the tender.
 - 1.6 Unit rate should be quoted in figures as well as in words in Indian currency only, i.e Rupees and paise with reference to each item and for all the items shown in the attached tender schedule. These rates shall be
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- for the finished work at site. The rates shall include all taxes and duties, Payable on account of octroi, sales tax, service tax and expenditure incurred on transportation or payment of any additional incentive to the workmen on works contract etc. expenses towards PF & ESI contributions. For the purpose of ascertaining the total cost, unit rate will only be considered and the same be multiplied by the number of unit to arrive at total.
- 1.7 In case the rates quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
 - 1.8 In quoting their rates, the Tenderers are advised to take into account all factors including any fluctuations in the market rates. No claim for the enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
 - 1.9 The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies such as ESI, PF etc payable by the contractor for the workers he may deploy to carry out the job, under various enactments passed by Parliament or by the State legislature and Rules framed thereunder. The rates shall further be deemed to include statutory levies arising from such Acts, central or state, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates on the ground that existing statutory levies have been increased or those new statutory levies have come into effect after submission of tender, or on any other ground, will be entertained
 - 1.10 The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
 - 1.11 Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract incase his tender is accepted.
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- 1.12 Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the contractor to any compensation, provided the total value of contract does not vary by more than 20% (Twenty percent).
- 1.13 Before submission of tender, the tenderers are necessarily advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labour. In the mutual interest, it is further advised that before submitting their quotes, the tenderers should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, specifications and all other documents, which form part of the Agreement to be entered into subsequent to award of work. The tenderer shall specifically note that it is tenderer's responsibility to provide any item, which is not specifically mentioned in this specification but which is necessary to complete the work.
- 1.14 The contractor may consider Rs.30/- for Transport allowance and Attendance bonus and take into account of estimate and quoted rate to be inclusive for the above also.
- 1.15 Details and quantities of each item of work shown in the tender schedule attached hereto are only approximate. They are given as a guideline for the purpose of tendering only and are liable to variations and alterations at the discretion of the competent authority. The work under each item as executed shall be measured and paid at the corresponding rates to be quoted by the tenderer in the tender schedule attached hereto. It shall not be based on number of persons deployed or on any other criteria.
- 1.16 The Bid shall be in two parts. First part shall be Techno-Commercial & the second part shall be Price. These two covers will be separately sealed & put in a common sealed cover.
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- 1.17 Contractor shall note that normal working hours of our factory are from 07:30 A.M. to 04:36 P.M. from Monday to Friday & 07:30 A.M. to 12:30 P.M. on Saturdays. However, depending upon work load, the factory may operate on staggered shifts also.

2.0 Terms and Conditions

- 2.1 This Tender is for “MATERIAL MOVEMENT, CLEANING OF SUB ASSEMBLIES, ASSISTANCE IN FIXTURING, ETC IN SUB-ASSEMBLY & METERS”, as per Schedule “C” for a period of TWO YEARS from the date of awarding the tender.
- 2.2 The tenderer has to indicate his rates both in words and figures, the lower of the two will be reckoned and binding.
- 2.3 The tenderer shall deposit Earnest Money Deposit (EMD) for the value as indicated in ‘NOTICE INVITING TENDER’ along with the tender document. When the work is awarded to the lowest tenderer the amount of EMD will be adjusted against the security deposit payable by the contractor. The EMD shall be in the form of demand draft from any nationalised bank or from a scheduled bank drawn in favour of Bharat Heavy Electricals Ltd, Electronics Division, PB No.: 2606, Mysore Road, Bangalore –560 026.
- 2.4 The Security deposit will be forfeited and credited to BHEL in the event of breach of any of the terms and conditions of this contract by the Contractor.
- 2.5 The Security deposit will be refunded by BHEL after the fulfilment of the contract. On the Contractor rendering a No Demand and No Due Certificate and after adjusting any sums due to BHEL from the Contractor or under any other contract with this Division or any other sister division of BHEL.
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- 2.6 The Payment will be made to the Contractor on the basis of Work carried out keeping in view the Unit of measurement. In case, the same persons deployed by the contractor for any matter is permitted by him to continue to work beyond normal working hours, for any reasons whatsoever, the payment to such persons shall be made at the rate applicable as per the Factories Act by the contractor. In other words no overtime (OT) payment will be made by BHEL, as the payment is on “Unit Rate Basis”.
- 2.7 The monthly Bill amount will be payable on the basis of Quantum of work done based on unit rates & as certified by Engineer In-charge.

3.0 Contractor’s Obligations:

Contractor shall decide the number of workmen to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and as directed by Engineer In-charge.

- 3.1 Contractor shall be fully responsible for the work awarded to him.
- 3.2 The contractor shall supervise the work allotted to him and to be carried out by his workmen. The work shall be executed as per work instruction & to the satisfaction of Engineer In-charge.
- 3.3 Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carryout the work.
- 3.4 Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- 3.5 Contractor shall provide employment card / identity card with photograph duly verified and attested by the Contractor to his employees deployed to execute the work. Contractor shall indicate in such card the name of his
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- proprietary / partnership firm / Company, place of work, contact number and duration of validity of card.
- 3.6 Contractor will be responsible for the good conduct of his employees deployed to execute the work. In case of any misconduct/ misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- 3.7 Contractor will ensure that the job executed is through employees on his rolls only and under no circumstances the contractor will deploy any casual employees to carry out the job nor shall sub-contract the job without prior written permission from BHEL.
- 3.8 Contractor will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders & his employees on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 3.9 Contractor shall provide safety shoes to his employees. Wherever required, upon request of the contractor, BHEL will provide job specific PPE's like mask, gloves & goggles etc. The contractor shall be responsible for enforcing all safety regulations as applicable, while under taking the work tendered inside the factory.
- 3.10 The contractor has to provide a distinct uniform for all of his employees deployed for executing the works, different from BHEL employees. The uniform should have logo of the contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition.
- 3.11 Contractor to ensure that all precautions are taken for safety of his employees.
- 3.12 In the event of termination of contract for any reason whatsoever, the contractor shall be responsible to withdraw all his employees and his equipments, if any, from the establishment of BHEL.
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- 3.13 Contractor shall take necessary insurance policy for his workmen to cover workmens compensation or accidental cover as may be applicable.
- 3.14 BHEL will provide consumables, material handling equipments etc. wherever required.

4.0 Contractor's statutory liability:

- 4.1 All statutory requirements 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, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Service Tax Rules and all other applicable Acts and Rules shall be complied with by the contractor.
- 4.2 Contractor shall comply with all statutory requirements, Rules, Regulations, and Notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 4.3 Contractor to produce proof of deduction and remittances of PF, EDLI, Pension, ESI contributions, Administrative charges etc and shall maintain proper records.
- 4.4 Contractor to issue wage slips to his employees.
- 4.5 Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time to his employees who may be deployed in the work and maintain proper records of their timely disbursement.
- 4.6 In case, the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities and a claim is made against BHEL for what so ever reason, the security deposit / other dues / running bills under the contract can be utilized by BHEL, if required to discharge the liability of the contractor.
- 4.7 Contractor shall furnish proper returns to the concerned Statutory Authorities and provide a copy of the same to BHEL.
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- 4.8 Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 4.9 The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.
- 4.10 Contractor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. BHEL shall not be responsible for any loss, damage occurred to the contractor or to his employees.
- 4.11 Contractor should ensure that the employees allowed entering BHEL premises shall be covered under independent code numbers / exemptions under EPF & MP Act 1952 and ESI Act 1948.
- 4.12 Payment of Bonus under the Payment of Bonus Act, Payment of Gratuity under the Gratuity Act and retrenchment compensation under the Act will be the sole responsibility of the contractor.
- 4.13 Contractor shall observe provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees who may be deployed in BHEL premises. No work shall be allowed to be performed by the contractor during second / third shift, overtime, Sundays or on other declared holidays without written permission.
- 4.14 Contractor shall be responsible for making payment of wages before expiry of 7 (seven) days from the last day of wage period and to ensure disbursement of wages in the presence of BHEL Official.
- 4.15 Contractor to obtain Licence under CL (R & A) Act.1970.
- 4.16 The Contractor shall produce documentary evidence of being an Income Tax Assesee such as, Income Tax Clearance Certificate (ITCC) or
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Income Tax Permanent Account No (IT PAN No) and Tax Deduction Account No (TAN).

5.0 GENERAL TERMS & CONDITONS

- 5.1 Engineer In charge shall give over all instructions to the contractor or his authorized representative for the jobs to be carried out. 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 on employer-employee relationship. Supervision of work shall be done by the contractor / his authorized Supervisor.
- 5.2 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.
- 5.3 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 obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 5.4 The contractor shall deposit an amount of Rs 3,80,000/- (Rupees Three lakhs eighty thousand) only as security deposit with BHEL in any one of the following forms.
- i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Fixed Deposit Receipt (FDR) issued by Scheduled Banks / Public Financial Institutions as defined under the Companies Act 1956. The FDR should be in the name of the “Contractor A/c BHEL”, duly discharged on the back.
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- iv) The Contractor should deposit 50% of the Security Deposit before start of the work and balance 50% may be recovered from the running bills.
 - v) EMD of the successful tenderer shall be converted and adjusted against Security Deposit in case of payment of balanced EMD in any of the manner as provided under (i) to (iii) above.
- 5.5 This security deposit shall be liable to be returned to the contractor after satisfactory completion of the work at the end of contract period, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.
- 5.6 The decision of BHEL regarding interpretation of any terms and conditions set forth in this agreement shall be final and binding on the contractor.
- 5.7 Subject to the arbitration clause at 6.0 below, any matter arising out of or in connection with the agreement shall be under jurisdiction of Bangalore Court.
- 5.8 Notwithstanding anything contained in this agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
- 5.9 The contract shall commence the work immediately on receipt of the Order and the contract shall remain valid for a period of TWO YEARS from the date of issue of Job contract. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
- 5.10 Tenderer shall furnish a solvency certificate for Rs. 5,00,000/- (Rs. Five Lakhs Only).
- 5.11 Tenderer shall have completed satisfactorily atleast one such jobwork valued not less than 80% of the estimated value per annum of this NIT or two such jobworks valued not less than 50% each of the estimated value per annum of this NIT or three such jobworks not less than 40% each of the estimated value per annum of this NIT, during immediate last seven years.
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5.12 Successful tenderer executing work in BHEL for the first time shall be required to furnish a bank guarantee for Rs. 1,00,000/- (Rs. One Lakhs only) towards anti-desertion valid for a period of two years.

6.0 ARBITRATION AND GOVERNING LAW

All disputes arising in connection with or arising out of the contract shall be settled by mutual consultation. If no such settlement is reached, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules made thereunder. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore. The award to be given by the arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bangalore Courts.

Signature of the Parties

The contract agreement needs to be executed as per BHEL format on non-judicial stamp paper of Rs 100/- to be purchased by the contractor. It should be signed with seal of the firm / company and witnessed.



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WORK PROCEDURE / INSTRUCTION (QUALITY STANDARD)		
I.	SUB ASSEMBLY PRODN. & TESTING	
Sl.No	Activity	QUALITY STANDARD
1	Cleaning of PCBs	Cleaning of PCBs to be carried out without damaging components proper cleaning is ensured (No residues of flux on the PCBs). Iso Propyl Alcohol (IPA) should not be spilled while using / cleaning PCBs.
2	Movement of Mat. From holding stores.	The bins loaded with components are to be moved carefully without spillage of components during transportation.
3	Cleaning of Machines, Jigs, fixtures	All the machineries are to be cleaned for dust by using cheese cloth, Collin spray etc.
a	SMT line	All the machineries are to be cleaned for dust by using cheese cloth, Collin spray etc.
b	ICT, Desp, SEHO Wave Soldering M/C.	All the glass partitions, glass doors, granite platforms should be cleaned for dust
c	Racks Power Modules Assly and Test	All test jigs & fixtures are to be cleaned for dust using vacuum cleaner
d	Prep. Area, Reg/Wiring Mod Assly, Kristen Wave Soldering Machine	To be cleaned for dust using vacuum cleaner
e	Temp. Cy. Chambers, Test Jigs at EAST Annex Ground Flr	To be cleaned for dust using vacuum cleaner
f	Test Jigs at EAST Annex First Flr	To be cleaned for dust using vacuum cleaner
g	Cleaning of Jigs Fixtures at Valve set Assembly/Test	To be cleaned for dust using vacuum cleaner
h	Cleaning of Jigs Fixtures at Repair Cell	To be cleaned for dust using vacuum cleaner
4	Movement of Matl. from Prep. To Assembly	Proper trolleys are to be used for specific jobs
5	Movement of Mat From Assly to WS, ICT, Functional Test	Bins along with the PCBs / components to be moved without damaging PCBs and components
6	Movement of Mat from Stores to Racks, Power Module Assembly	Bins along with the pcb's to be moved without damaging pcbs/ components.
7	Movement of Finished Modules from Test to Desp and to Holding Store	1. Modules should be packed /stacked properly in the proper bins which are provided for the purpose without damaging Module due to spillage. 2. Electronic modules are to be packed inside the anti static bags carefully without damaging the anti static bags.



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WORK PROCEDURE / INSTRUCTION (QUALITY STANDARD)		
Sl.No.	Activity	QUALITY STANDARD
8	Movement of Mat from Test to Assembly	Bins along with the PCBs to be moved without damaging PCBs / components
9	Movement of Finished Valve Set Modules from Test to Oil Circulation	Proper trolleys are to be used for specific jobs. The valve sets are to be moved without damaging the Valve Sets / Assemblies.
10	Movement of Mat from MRC to despatch/ SA-test etc	Modules should be moved carefully without damages.
11	Movement of Documents	Documents are to be moved to the respective areas as indicated, properly
12	Movement of material within holding stores	Materials to be moved using proper bins without spillage
II	SA - MM STORES	
1	Shifting of materials which are unloaded by GI outside the holding store.	Materials to be moved using proper bins without spillage
2	Loading the heavy items/packets into the racks	Heavy items are to be loaded carefully without damages.
3	Unloading the heavy items/packets from the racks & Shifting/Relocating of the items	Heavy items are to be loaded carefully without damages.
4	Maintaining general cleanliness of racks.	Racks are to be cleaned properly with collin and cheese cloth for dust
5	Washing of bins	Bins are to be cleaned with water and to be wiped with cheese cloth
III	<u>ENERGY METERS PRODN. & TESTING</u>	
13	Unloading of S/Ph and P/Ph defective meters from vehicle, material movement from ground floor to 1st floor, opening of packing boxes and arrangement of meters in bins.	Job to be carried out without breaking the meters during handling. Meters to be arranged in Bins as per instructions of Meters Production department personnel.
14	Movement of materials, equipments with in shop floors	Job to be carried out properly without any damages to equipments or materials.
15	Segregating, cleaning of equipments, arrangement of meters on benches for rectification, keeping burnt meters in separate bins.	Job to be carried out without breaking the meters during handling. Segregation, cleaning of equipments, arrangement of meters to be made as per instructions of Meters Production department personnel.
16	Movement of meters to packing area and arrangement of meters on benches for packing.	Job to be carried out without breaking the meters during handling. Meters to be arranged in Bins before packing as per instructions of Meters Production department personnel.



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GENERAL SAFETY PRECAUTIONS WHILE ON WORK

Use proper hand gloves, masks while handling chemicals such as Iso, propyl, alcohol, thinner, flux, conformal coating (lacquer), and solder paste.

Use heat resistant gloves while cleaning near wave solder machine, temperature cycling Machines (dry chambers).

Use safety goggles while cleaning near wave solder bath.

Do not keep materials / tools / components projecting into gangways / aisles.

Do not store / stack materials in front of electrical control panels/ switches and fire extinguishers.

Do not store inflammable near any electrical switch boards/ cubicles.

Do not throw cotton waste soaked with inflammable liquids/ solvents/ chemicals in drains or room corners.

Do wash thoroughly with water the affected part of the body in case of splashes of chemicals.

Do not use solvents to clean hands after work.

Do open cautiously a container, be alert for sprays or splashes of acids/alkalies.

Do treat all liquids as dangerous, until you know that they are safe.

Do handle very carefully the bottles / containers which have no labels.

When cleaning, use nonflammable solvents. Never use thinner to clean floors.

Before handling any chemical check with MSDS for the safety precautions required

Keep your work area clean and dry.

Store chemicals in stable racks in clearly marked containers and in designated areas.

Always leave gangways between stacks and between stacks and walls.

Keep all combustible materials away from any kind of heat source.

Never block exits, fire extinguishers.



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Do not store projecting material near gangways.

Do not carry a load, which is too heavy for you. Get help if the load is too heavy.

Never carry a load that obstructs the view ahead.

Make sure that your route is clear of obstacles.

Do not pull a hand truck, but push it.

When going down a ramp, keep the load in front.

Keep gangways clear and unobstructed.

ALL THE ABOVE SAFETY PRECAUTIONS ARE TO BE STRICTLY FOLLOWED
