

OS/FA/2024-26/34/31		INDEX	Date: 03.07.2024
Sub: Tender for entering framework agreement for various Industrial operations to be carried out at Works Engineering, MM-Stores, Logistics, Outsourcing and Guest House Departments of BHEL-HPVP, Visakhapatnam for a period of two years (24 Months) - Reg.			
SI No	INDEX	Pg No	
1	PRE- QUALIFICATION REQUIREMENT	1	
2	SCOPE OF WORK	2	
3	LOCATION OF WORK	2	
4	CONTRACT PERIOD	2	
5	EARNEST MONEY DEPOSIT	2	
6	SECURITY DEPOSIT	2	
7	TDS ON GST	4	
8	PAYMENT TERMS	4	
9	WAGES TO THE CONTRACT WORKERS	5	
10	PAYMENTS TO THE WORKERS	5	
11	LIQUIDATED DAMAGES	5	
12	PRICE SCHEDULE, TAXES & DUTIES	5	
13	PRICE VARIATION CLAUSE	5	
14	REVERSE AUCTION	6	
15	SPLIT CLAUSE	6	
16	PERFORMANCE EVALUATION	6	
17	COMPENSATION IN CASES OF DEATH/ PERMENENT INCAPACITATION OF PERSON DUE TO UNINTENDED/ UNFORESEEN OCCURENCES DURING MANUFACTURING/ OPERATION AND WORK AT BHEL FACTORIES / OFFICES	6	
18	VALIDITY OF OFFER	7	
19	RISK PURCHASE	7	
20	GENERAL	7	
21	TENDER SUBMISSION	8	
22	OPENING OF TENDERS	8	
23	BREACH OF CONTRACT	8	
24	INTEGRITY PACT	8	
25	ENGINEER IN-CHARGE	9	
	SCOPE OF WORK	Annexure- I	
	SPECIAL CONDITIONS OF CONTRCAT	Annexure- II	
	GENERAL CONDITIONS OF CONTRACT	Annexure- III	
	MINIMUM WAGES & STATUTORY BENEFITS PAYABLE TO THE CONTRACT LABOUR AS NOTIFIED BY THE HR DEPT. OF BHEL – HPVP, VISAKHAPATNAM W.E.F. 01.04.2024	Annexure – IV	
	ACCEPTANCE TO TENDER TERMS & CONDITIONS	Annexure- V	
	CONTRACTOR INFORMATION	Annexure-VI	
	CHECKLIST	Annexure-VII	
	Price Bid (SOQR)	Annexure-VII	
	ANNEXURE GST		
	ANNEXURE-NEFT		
	INTEGRITY PACT	FORMAT-A	



## INVITATION TO TENDER

**Ref: OS/FA/2024-26/34/31**

**Date: 03.07.2024**

**Sub:** Tender for entering framework agreement for various Industrial operations to be carried out at Works Engineering, MM-Stores, Logistics, Outsourcing and Guest House Departments of BHEL-HPVP, Visakhapatnam for a period of two years (24 Months) - Reg.

Tenders are invited under **Two-part bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	CONTRACT PERIOD
01	Tender for entering framework agreement for various Industrial operations to be carried out at Works Engineering, MM-Stores, Logistics, Outsourcing and Guest House Departments of BHEL-HPVP, Visakhapatnam for a period of two years (24 Months)	Two Years (24 Months)

### 1.0 **PRE- QUALIFICATION REQUIREMENT (PQR):**

- I) Average annual turnover of the contractor duly certified by a practitioner-chartered accountant during the last 3 years ending 31<sup>st</sup> March 2023 should be at least ₹ 165 Lakhs.

Tenderer should enclose EPF, ESI, PAN, GSTIN registration no., Income tax returns for last three years (AY-2021-22, 2022-23 & 2023-24) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during the last 7 years ending **30<sup>th</sup> June 2024** as given below: -

- (a) Three similar completed works costing not less than the amount equal to ₹ 219 Lakhs each

OR

- (b) Two similar completed works costing not less than the amount equal to ₹ 274 Lakhs each

OR

- (c) One similar completed work costing not less than the amount equal to ₹ 438 Lakhs

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note:** Similar work means carrying out of works by engaging any Skilled workers and Semi- Skilled Workers / Un-Skilled Workers in operating industry on regular contract basis for State / Central Govt. or Undertakings or Private Firms.

- II) The works executed in the own name of the tenderer will only be considered for eligibility criteria.
- III) **Bidder should produce documentary evidence showing AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located at Visakhapatnam, Andhra Pradesh and also a work order copy along with Job completion executed in Visakhapatnam for at least one year in last three Financial years shall be submitted.
- IV) **Bank Solvency Certificate of Limit not less than ₹70.00 Lakhs and should be latest and issued in the FY2024-25.**
- V) **Valid Labour licence issued by Central / Andhra Pradesh State Government with minimum workers – 56.**

Note: **While scrutiny it is found that If any bidder has made false declaration and/ or provided false information and/ or forged documents or has forged BHEL documents, certificates etc. for securing business, meeting PQR, such offers shall be rejected and action will be initiated as per BHEL extant Guide lines.**

## 2.0 SCOPE OF WORK:

Work is to be carried out as per Scope of Work (Annexure-I) Special conditions of contract (Annexure-II) and Schedule of Quantities and rates.

## 3.0 LOCATION OF WORK:

- 3.1 The subject work is to be carried out at Works Engineering, MM-Stores, Logistics, Outsourcing and Guest House Departments of BHEL, Heavy Plates & Vessels Plant (HPVP) Unit, Visakhapatnam, Andhra Pradesh.
- 3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

## 4.0 CONTRACT PERIOD:

Contract shall be valid for a period of two-years (24 Months) from the date of LOI / Work order.

## 5.0 EARNEST MONEY DEPOSIT(EMD):

1. The tenderer shall submit EMD for **₹5,00,000/- (Rupees Five Lakh only)** in the following forms only:
  - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer)
  - d) Fixed Deposit Receipt (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)
2. EMD by the tenderer will be forfeited as per NIT conditions, 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.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
3. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
4. EMD shall not carry any interest.
5. EMD of successful tenderer will be retained as part of Security Deposit.

Note: **Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as given below:**

MSE suppliers can avail the intended benefits only if they submit **valid UDYAM Registration for Micro / Small** category along with the offer. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.

## 6.0 SECURITY DEPOSIT (SD):

Security Deposit shall be collected from the successful tenderer **@5% Contract Value (Actual Order Value)**.

- A. Security deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract.

- B. The total amount of the security deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

**C. Modes of Deposit:**

The balance amount to make up the required Security Deposit of **5%** of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
- e) Insurance Surety Bonds

(**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)

**D. Collection of Security deposit:**

At least 50% of the required Security Deposit, including the EMD, should 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.

**In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder.**

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

**Note: In case of (a) small value contracts not exceeding Rs. 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit.**

**E. Refund of Security Deposit:**

- i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- iii. The successful tenderers shall furnish Security Deposit within 15 days from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
- iv. The security deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl. No. (d) and (e) 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).

F. Security Deposit / Bank Guarantee will be released after the maintenance **period of 2 months or on closure of contract whichever is later.**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

#### **7.0 TDS ON GST:**

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

#### **8.0 PAYMENT TERMS:**

Bill payments will be arranged within 30 days from the date of submission of bills.

Bills (RA/ Final Bill) to be submitted to Engineer-in-charge along with following documents:

##### **A. R.A Bill**

- a) Invoice
- b) Job completion certificate issued by the Engineer-in-charge / Attendance certified by indenting dept.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of GST payment as per Annexure - GST.
- g) RTGS form
- h) WAM 06 duly filled & signed
- i) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.

##### **B. Final Bill**

- a) Invoice
- b) Job completion certificate issued by the Engineer-in-charge / Attendance certified by indenting dept.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of GST payment as per Annexure - GST.
- g) RTGS form
- h) WAM 07 duly filled & signed
- i) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.
- j) In case of release of security deposit, WAM-10 to be filled and submitted.

**Note:** Final bill means last month bill for service contracts. In case of works, final bill means bill for finally executed quantity. All payments will be released through RTGS/ NEFT only.

#### **Calculation for Payment to the Service provider for RA & Final Bills as follows**

##### **▪ First RA Bill**

$$A = W_o \times (1+S) + TU$$

A = Payment to the service provider

$W_o$  = Value of Actual operations cost arrived based on minimum wages Published at Annexure-IV

S = Service Charge in %

TU= Total Cost of Uniform and Safety Appliances (One Time Payment)

- **Subsequent RA Bills Up to 30.09.2024**

$$A = W_o \times (1+S)$$

- **RA bills after 30.09.2024 and Final Bill, please refer clause 13.0 for A1 calculation**

$$A = A_1 + W_o \times S$$

## 9.0 WAGES TO THE CONTRACT WORKERS:

The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The applicable minimum wages for this contract is enclosed at Annexure – IV

## 10.0 PAYMENTS TO THE WORKERS:

Payments to the workers are to be made through bank by way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with monthly bill. **Delay in payments to the workers not at all acceptable for whatsoever the reason.**

## 11.0 LIQUIDATED DAMAGES:

If the Seller/Service Provider fails to deliver any or all the Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

## 12.0 PRICE SCHEDULE, TAXES & DUTIES:

- The quoted prices shall be exclusive of GST as applicable as on due date of tender submission.** GST as applicable shall be payable by contractor & the same will be reimbursed as per Annexure - GST.
- In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
- The quoted service charge shall be fixed & firm without any escalation during the entire period of contract and till completion of the work. Service charge will be paid at actual operations executed and Upon due certification of Engineer In- Charge of respective department.**

## 13.0 PRICE VARIATION CLAUSE:

In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer (BHEL) shall pay the Service Provider as per the following PVC formula

$$A_1 = W_o \times ((S+(1-S) \times W_1/W_o))$$

$A_1$  = PVC payment to the service provider

$W_1$  = Actual operations cost arrived based on the applicable revised minimum wages for that particular month (Minimum wages published by HR-Dept, of BHEL-HPVP, Visakhapatnam shall be considered)

$W_o$  = Operations cost arrived based on the minimum wages as on 01.04.2024 Published in the NIT at Annexure-IV

$S$  = Service Charge (**Fixed**)

**14.0 REVERSE AUCTION:**

Not Applicable.

**15.0 SPLIT CLAUSE:**

Frame work agreement will be entered with Successful L1 & L2 bidders and the Value of the contract shall be distributed in the ratio of **60: 40**.

- a) MSE purchase preference will be given to MSE bidders who are falling within the range of 15% margin of L1 price and considered as L2 upon acceptance of L1 price.
- b) In case No MSE bidders falling within 15% margin of L1, as per ranking L2 will be decided upon acceptance of L1 price
- c) In case of multiple L1 who are MSE and Non-MSE parties, L1 & L2 will be chosen as per the following Criteria
  - 1) Preference to MSE bidders will be given in deciding L1 & L2
  - 2) In case all are MSEs following criteria will be followed in deciding L1 & L2 bidder.
    - i. Rankings will be given to the bidders based on Average Turnover of Last three years (Highest turnover firm will become the L1 and Next will be as L2)
    - ii. In case there is a tie after operating the above clause, Ranking will be given based on the Bank solvency submitted by the bidders (Highest Bank Solvency will become L1 and Next will be as L2)
    - iii. In case there is tie after operating the above two clauses Toss / Drawing of Lottery will be done to decide L1 & L2
  - 3) In case all are Non-MSEs Criteria at point No.:2 will be followed in deciding L1 & L2 bidder.
- d) In case L2 and Subsequent Lowest bidders not willing to accept L1 price, total 100% contract value will be placed on L1 only.

**16.0 PERFORMANCE EVALUATION:**

Performance of both the L 1 & L2 Contractors will be done on monthly basis by Engineer In-charge of respective departments.

- a) In case performance of the L2 Contractor is not satisfactory then Balance value of L2 portion will be Allocated to L1 and Vice Versa and necessary action will be initiated as per contract and extant guide lines of BHEL.
- b) In case performance of both L 1 & L2 Contractors are not satisfactory then Frame work agreement will be short closed / Cancelled and necessary action will be initiated on both the parties as per contract and extant guide lines of BHEL

**17.0 COMPENSATION IN CASES OF DEATH/ PERMANENT INCAPACITATION OF PERSON DUE TO UNINTENDED/ UNFORESEEN OCCURRENCES DURING MANUFACTURING/ OPERATION AND WORK AT BHEL FACTORIES / OFFICES:**

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 disability or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by 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: ₹10,00,000/- (Rupees Ten Lakhs)
  - (ii) In the event of other Permanent disability: ₹7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Displacement: A displacement that is classified as a permanent total disablement under the provision to Section 2(I) of the Employees Compensation Act, 1923”.

#### **18.0 VALIDITY OF OFFER:**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

#### **19.0 RISK PURCHASE:**

**In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.**

#### **20.0 GENERAL:**

##### **20.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

##### **20.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

##### **20.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.**

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

##### **20.4 Lowest offer need not be the rate acceptable to BHEL-HPVP and BHEL-HPVP reserves the right for negotiation with the L1 bidder.**

##### **20.5 Bids not accompanied with requisite EMD or UDYAM registration certificate showing status of Micro or Small and bids not conforming to the terms & conditions specified in the tender documents are liable for rejection**

##### **20.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:**

#### **PART - I: TECHNO COMMERCIAL BID**

- |   |                  |
|---|------------------|
| a) Scope of Work                                    | : Annexure – I   |
| b) Special Conditions of Contract                   | : Annexure – II  |
| c) General terms and Conditions                     | : Annexure – III |
| d) Minimum Wages as per BHEL-HPVP HR dept. Circular | : Annexure – IV  |
| e) Acceptance to the tender terms & conditions      | : Annexure – V   |
| f) Contractor Information                           | : Annexure – VI  |
| g) Check List                                       | : Annexure – VII |

#### **PART - II: PRICE BID**

- |   |                   |
|---|-------------------|
| h) Price Bid (Schedule of Quantities and Rates) | : Annexure – VIII |
|---|-------------------|



**21.0 TENDER SUBMISSION**

**21.1 The Bid shall be submitted in two parts through BHEL e-procurement portal (<https://eprocurebhel.co.in>) on or before 13.07.2024, 14.00 Hrs along with the following documents:**

- (i) Sealed and signed tender documents with all annexures
- (ii) Income tax returns for last 3 years, Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years
- (iii) Work Order and Job Completion Certificates in line with eligibility criteria
- (iv) Copy of GSTIN Registration Certificate.
- (v) Copy of PAN card.
- (vi) Udyam Registration Certificate
- (vii) Copy of EPF & ESI registration
- (viii) Bank Solvency
- (ix) Labour License
- (x) Documentary proof of Vendor's Office at Visakhapatnam (AP).
- (xi) All other applicable documents as detailed in the tender

**Note: All pages of tender documents and the various supporting documents enclosed by the bidder should be signed on all pages with seal. Offers received in any other form will not be accepted.**

**21.2** Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

**22.0 OPENING OF TENDERS:**

Techno-commercial Bids will be opened on **13.07.2024, 15.00 Hrs** time in BHEL e-procurement Portal. Date of opening of financial bids shall be notified on BHEL e-procurement after short listing of eligible Bidders based on Techno- Commercial bid evaluation.

**23.0 BREACH OF CONTRACT:**

In case of Breach of Contract, 10% of the contract value will be recovered from the contractor and necessary action will be initiated as per contract terms and conditions and BHEL extant Guide Lines.

**24.0 INTEGRITY PACT:**

**24.1** IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.

A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those Bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

<u>Sl. No.</u>	<u>IEM</u>	<u>Email</u>
1	Shri Otem Dai, IAS (Retd.)	e-mail : <a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2	Shri Bishwamitra Pandey, IRAS (Retd.)	e-mail : <a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3	Shri Mukesh Mittal, IRS (Retd.)	e-mail : <a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

**24.2** Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEMs.

**25.0 ENGINEER IN-CHARGE:**

Following are the Engineer-in-charge details

- |                      |                        |
|----------------------|------------------------|
| 1) WORKS ENGINEERING | : Sr. MANAGER (WE)     |
| 2) MM-STORES         | : MANAGER (MM-STORES)  |
| 3) LOGISTICS         | : MANAGER (LOGISTICS.) |
| 4) OUTSOURCING       | : Sr. MANAGER (OS)     |
| 5) GUEST HOUSE       | : MANAGER (GH)         |

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**SCOPE OF WORK****I. WORKS ENGINEERING-MECHANICAL****I.Scope of work for AMC of EOT cranes:**

The objective is to outsource the maintenance and related activities of EOT, Gantry Cranes, Jib and mobile Cranes in building no.1 & 3, plate yard, R&D, DG shed, Admin site, Pump house of BHEL, Visakhapatnam. This document defines the detailed scope of work.

Presently there are a total of 53 EOT Cranes including Gantry Cranes, Jib cranes and mobile cranes of capacities ranging from 2 Ton To 185 Ton (as per the list enclosed-Annexure -A) in the area of work. The scope of work comprises the following.

- a) **Break down maintenance.**
- b) **Preventive Maintenance**
- c) **Maintenance of DSL**
- d) **Maintenance of Gantry**

**a) BREAK DOWN MAINTENANCE:**

Break down maintenance of all components of Cranes as given below. The list of Cranes to be maintained by the agency is enclosed at ANNEXURE-1A.

**I. MECHANICAL WORKS:**

- 1 General checking of Crane
- 2 Topping oil in gear boxes
- 3 Checking lubrication of crane
- 4 Lubrication of wire ropes
- 5 Replacement of LT / CT wheels including bearings, wheel shafts, couplings, pedestals, gears, etc. wherever necessary.
- 6 Drive mechanisms – LT, CT and hoist motions, replacement of gear boxes, bearing, oil seals, gaskets, gears, input/output shafts, couplings, coupling bolts, drive shafts, pulleys, etc.
- 7 Wire Ropes – Replacement of worn out/broken/crushed/damaged wire ropes. Arranging for wire rope clamps.
- 8 Hook blocks and hoists – replacement of damaged / worn out hooks, pulleys bearing and covers and any other damaged components of the hook blocks and hoists.
- 9 Checking and replacement of crane end stoppers on LT and CT
- 10 Restoration of trolleys in case of derailment
- 11 Checking and replacement of brake units / brake liners, replacement of springs, adjustment of studs etc.
- 12 The above maintenance works are bare minimum and Contractor has to carry out any other maintenance activities not listed above but required for proper running of the Cranes.

**II. ELECTRICAL WORKS:**

1. Attending breakdowns of electrical nature.
2. Replacement & minor repair of motors which includes replacement of Slip rings, brush holders, terminal block studs, brushes.
3. Replacement of fuses / fuse holders in electrical panels.
4. Replacement of contactors / Aux & Main contact points of contactors, Arc Chutes, connector blocks, etc. whenever & wherever necessary.
5. Replacement of cables and repair of cables of trailing cable systems. Dressing of trailing cable is to be done periodically to the satisfaction of respective electrical substation in charge.
6. Repair / replacement of incoming mains switches in panels and total crane.

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7. Replacement / checking / repair of EHT / brake units.
8. Maintenance & cleaning of junction boxes of CT, LT, MH, AH, Pendants, etc.
9. Repair / Replacement of cable Trolleys.
10. Repairs / Replacement of floor operation push button pendant including push button.
11. Repair / Replacement of master controllers.
12. Topping / Replacement of oils in brake units.
13. Tightening the loose connections of terminals in the Terminal Blocks.
14. Checking / Repair / Replacement of CT, LT rotary and counterweight limit switches. The limit switches are always to be in proper working condition and the zero interlocks and sequence and logic of the respective control circuits is not to be altered at any cost.
15. The main contactors and the respective motor overload relays are to be checked periodically and Dashpot oil in all overload relays are to be checked and oil levels are to be maintained in all periodical preventive maintenances.
16. All the panel boards shall be cleaned inside by using vacuum cleaners/blowers regularly.
17. Every electrician shall be provided with personal protection equipment, tools and devices.

### III. ELECTRONICS WORKS:

1. Checking of Radio Remote Control system.
2. Repair / Replacement of remote control transmitter and receiver and
3. Replacement of PCB of push buttons of RRC I case of faults.
4. Replacement of the total RRC unit with new / spare unit.
5. Replacement / Adjustment / Tuning of Variable frequency drives.
6. Repair of VFD drives & Related units like DBR, DC brake unit and contactor etc.

### IV. CLEANING OF CRANES:

All cranes to be cleaned 4 times in a year at regular intervals to remove any kind of waste materials / dust / oils / grease, unused cables, etc on the crane.

### V. PREVENTIVE MAINTENANCE:

Preventive Maintenance of all Cranes (as given in the 'List of Cranes') at a Periodicity indicated by BHEL is to be done. A preventive maintenance schedule will be given to contractor and contractor has to strictly follow the Preventive Maintenance schedule. Refer Annexure VIII for Preventive Maintenance work schedule and respective electrical & mechanical maintenance check lists are to be submitted after each PM.

### VI. DOWN SHOP LEADS MAINTENANCE:

1. Cleaning of DSL lines.
2. Tightening, cleaning of porcelain insulators and replacement of damaged insulators.
3. Checking of current collectors and replacement of damaged ones in each preventive maintenance.
4. Alignment of DSL lines and replacement of DSL lines whenever required as per directions of electrical in charge.
5. Checking of power supply connections to DSL lines (Power feeding)
6. Repair / Replacement of power cables for DSL lines.

### VII. GANTRY MAINTENANCE:

1. Tightening of bolts on both sides of the gantry rail.
2. Replacement of bolts and washers wherever missing.
3. Filling rail gaps by welding or keeping suitable rail pieces and grinding properly after welding.  
Replacement of rail pieces.

::3::

4. Checking the end stoppers and welding / bolting rectification.
5. Cleaning of gantry walkways for removal of any unused / waste material.
6. Keeping handrails provided on walkways platforms in good condition.
7. Levelling of DSL & current collector brushes with respect to Gantry Rail is the scope of the Contractor.
8. All above points are to be covered in addition to scope of works mentioned in Annexure-1A to 1E.

#### VIII. TATA ALC 955 CRANE MAINTENANCE:

1. Clean the entire machine.
2. Check the condition of all the fasteners through visual inspection and tighten/replace them if required.
3. Check level of gear box oil, hydraulic oil, engine oil & brake oil and fill if required.
4. Check condition of all filters and clean/replace if required.
5. Apply grease at all greasing points.
6. Check all operations of the crane and observe any oil leakages/malfunction of the crane. If required, it is to be rectified immediately.
7. Check condition of all hydraulic hoses/pneumatic hoses, replace them if required.
8. Check the condition of rope & rope drum and apply cadmium compound if required.
9. Check the condition of liners in the brake & Clutch assemblies and replace them if required.

#### IX. DMAG CRANE MAINTENANCE:

1. Cleaning of the entire machine.
2. Check the condition of all the fasteners through visual inspection and tighten/replace them if required.
3. Check level of gear box oil, hydraulic oil, engine oil & brake oil and fill if required.
4. Check condition of all filters and clean/replace if required.
5. Apply grease at all grease points.
6. Check all operations of the crane and observe any oil leakages/malfunction of the crane. If required, it is to be rectified immediately.
7. Check condition of all hydraulic hoses/pneumatic hoses, replace them if required.
8. Check the condition of rope & rope drum and apply cadmium compound if required.
9. Check the condition of liners in the brake & Clutch assemblies and replace them if required.

#### MAINTENANCE OF EOT, GANTRY & JIB CRANES –for Two years (i.e. 24 months)

Sl. No	Description of work	No of Operations for Two years
1	Operation A	1728
2	Operation B	4032
3	Operation C	552

Operation A= Activity wise operation is to be carried out as per the scope of work. (Skilled Operation)

Operation B= Activity wise operation is to be carried out as per the scope of work. (Semi-Skilled Operation)

Operation C= Activity wise operation is to be carried out as per the scope of work. (Un Skilled Operation)

Contd...4

**LIST OF CRANES**

::1::

Sl. No	Shop	Location	Span Mtr	Inventory No.	Capacity	QTY	Hook height
1.	Press shop	Bld-1 Bay-1	30	81619	10T	1	16.1 Mtr
2.	Press shop	Bld-1 Bay-1	30	81623	20/5T	1	16.1 Mtr
3.	Press shop	Bld-1 Bay-1	30	80701	20/5T	1	16.1 Mtr
4.	C.S.PI	Bld-1 Bay-2	30	81703	10T	1	16.1 Mtr
5.	Cryo Prodn	Bld-1 Bay-2	30	81624	10T	1	16.1 Mtr
6.	Cryo Prodn	Bld-1 Bay-3	30	80707	20/5T	1	16.1 Mtr
7.	M.P	Bld-1 Bay-3	30	80705	20/5T	1	16.1 Mtr
8.	Shells	Bld-1 Bay-4	30	80708	20/5T	1	10.5 Mtr
9.	Shells	Bld-1 Bay-4	30	80709	60/10T	1	10.5 Mtr
10.	Shells	Bld-1 Bay-4	30	80710	60/10T	1	10.5 Mtr
11.	H.E	Bld-1 Bay-5	30	80712	20/5T	1	10.5 Mtr
12.	H.E	Bld-1 Bay-5	30	80713	20/5T	1	10.5 Mtr
13	H.E	Bld-1 Bay-5	10.	81602	5 Ton	1	8.0 Mtr
14.	H.M S	Bld-1 Bay-6	30	80714	20/5T	1	10.5 Mtr
15.	Valve Trays	Bld-1 Bay-6	30	80716	20/5T	1	10.5 Mtr
16.	P.V	Bld-1 Bay-7	30	80717	60/10T	1	16.1 Mtr
17.	P.V	Bld-1 Bay-7	30	80718	60/10T	1	16.1 Mtr R R C
18	P.V	Bld-1 Bay-7	10	80799	5 Ton	1	8.0 Mtr
19.	P.V	Bld-1 Bay-8	30	80719	40/10T	1	10.5 Mtr
20.	P.V	Bld-1 Bay-8	30	81622	20/5T	1	10.5 Mtr
21.	P.V	Bld-1 Bay-8(X-ray cabin)	8.5	80729	3T	1	10.0 Mtr
22.	STORES	GANTRY CRANE	40	80886	20/5T	1	10.5Mtr
23.	STORES	GANTRY CRANE	40	40119	20/5T	1	10.5Mtr
24	L.M.S.	Bld-3 Bay-1	18	80725	5T	1	7.5Mtr
25	L.M.S.	Bld-3 Bay-1	18	80726	10T	1	7.5Mtr
26	L.M.S.	Bld-3 Bay-2	18	80723	5T	1	7.5Mtr
27	L.M.S.	Bld-3 Bay-2	18	80724	10T	1	7.5Mtr
28	L.M.S.	Bld-3 Bay-3	18	81609	5T	1	7.5Mtr
29	L.M.S.	Bld-3 Bay-3	18	80722	10T	1	7.5Mtr
30	L.M.S.	Bld-3 Bay-4	18	80721	5T	1	7.5Mtr
31	L.M.S	Bld-3 Cross Bay	28.65	404043	10T	1	16.1 Mtr
32	L.M.S	Bld-3 Cross Bay	28.65	404044	10T	1	16.1 Mtr
33	L.M.S	Bld-3 Cross Bay	28.65	404045	10T	1	16.1 Mtr
34	L.M.S	Bld-3 Cross Bay	28.65	404046	20T/10T	1	16.1 Mtr
35	Press shop	Bld-1 Bay-1	10	80734	2T	1	7.5Mtr

**LIST OF CRANES**

Sl. No	Shop	Location	Span Mtr	Inventory No.	Capacity	QTY	Hook height
36	Press shop	Bld-1 Bay-1	10	80736	2T	1	7.5Mtr
37	Press shop	Bld-1 Bay-1	10	80737	2T	1	7.5Mtr
38	Press shop	Bld-1 Bay-1	10	80740	1T	1	7.5Mtr
39	Valve Trays	Bld-1 Bay-6	10	80789	2T	1	7.5Mtr
40	Acc.Section	Acc.Sec.	12.5	80727	5T	1	10 Mtr
41	Acc.Section	Comp.House-I	12.5	80728	3T	1	8 Mtr
42	Acc.Section	Comp.House-II	12.5	80610	3T	1	8 Mtr
43	R&D	Bldg1	10.5	84605	3T	1	6 Mtr
44	R&D	Bldg2	10.5	80792	3T	1	6 Mtr
45	DG Shed	DG Shed	12.5	80720	10T	1	10 Mtr
46	Ext.Store	(02 Store)	10	81614	5T	1	7.5Mtr
47	Rewind. Sec.	Rewind. Sec.	10	81612	2T	1	7.5Mtr
48	Pump Hous	Pump House	15	--	3T	1	7.5Mtr
49	R&D	Fin M/C Bldg	10.5	--	3T	1	6 Mtr
50	Admn Site	Tata ALC 955	NA	404047	75T	1	18 Mtr
51	Admn Site	Tata ALC 955	NA	404048	75T	1	18 Mtr
52	Admn Site	Tata ALC 955	NA	404049	75T	1	18 Mtr
53	Admn Site	Demag CC2000	NA	80899	185T	1	32 Mtr

**PREVENTIVE MAINTENANCE CHECK LIST FOR EOT CRANES**

Section : Mech. Maint. (WE)

Date :

Location :

Capacity :

INV. No. :

ITEM	ITEM INSPECTION
<b>LONG TRAVEL</b>	1. APPLY COMPOUND TO EXPOSED GEARS 2. CHECK WHEEL BEARINGS WHILE RUNNING. 3. CHECK THE CONDITIONS OF SPUR RING GEAR ON DRIVING WHEELS AND ITS MATING END PINION SHAFT 4. GREASE THE WHEELS AND PEDESTAL BEARINGS. 5. CHECK RIGID FLANGE COUPLING BOLTS ON LT SHAFT. 6. CHECK LINE SHAFTS FOR THEIR CONDITIONS AND MISALIGNMENT AND IT SHOULD NOT BE MORE THAN 0.1 MM 7. CHECK BASE BOLTS AND THE COVE BOLTS ON PEDESTAL BEARINGS
<b>CROSS TRAVEL</b>	8. TOP UP OIL LEVEL IN GEAR BOX 9. CHECK FOUNDATION BOLTS ON GEAR BOX ASSEMBLY 10. CHECK BASE BOLTS FOR BRAKE UNIT 11. CHECK THE CONDITION OF WHEEL BEARINGS WHILE RUNNING 12. GREASE THE WHEEL AND PEDESTAL BEARINGS 13. CHECK MUFF COUPLING BOLTS 14. CHECK LINE SHAFTS FOR THEIR CONDITION AND MISALIGNMENT AND IT SHOULD NOT BE MORE THEIR 0.1 MM
<b>MAIN HOIST AND AUX - HOIST</b>	15. CHECK RAIL FOR THEIR CONISTON AND ALIGNMENT AND IT SHOULD NOT BE MORE THAN 0.1 MM 16. TOP UP OIL LEVEL IN GEAR BOX 17. CHECK FOUNDATION BOLTS ON REDUCTION GEAR BOX 18. CHECK BASE BOLTS FOR BRAKE UNIT 19. TOP UP OIL LEVEL IN GEAR BOX 20. CHECK FOUNDATION BOLTS ON REDUCTION GEAR BOXES 21. APPLY CADMIUM COMPOUND TO EXPOSED GEARS 22. APPLY CADMIUM COMPOUND TO HOIST WIRE ROPE. 23. CHECK DRUM BEARINGS 24. GREASE PLUMBER BLOCK BEARINGS. 25. CHECK SPROCKET FOR MISALIGNMENT ON LIMIT SWITCH AND IT SHOULD NOT BE MORE THAN 0. 1 MM



<b>CRANE SNATCH BLOCK, MAIN AND AUX - HOIST</b>	<ol style="list-style-type: none"> <li>26. GREASE TO RETURN PULLEY SIDE</li> <li>27. CHECK FIXING BOLTS ON THE RETURN PULLEY SIDE</li> <li>28. CHECK SIDE PLATES FOR ANY DAMAGE</li> <li>29. CHECK THEIR FIXING BOLTS</li> <li>30. GREASE PULLEY BEARINGS</li> <li>31. CHECK CONDITION OF HOOK BLOCK AND LOCK NUT</li> <li>32. GREASE HOOK BEARING</li> <li>33. CHECK AND CARRIAGE BRIDGE BOLTS</li> <li>34. CHECK BRIDGE ENDS FOR SEATING</li> <li>35. CHECK THE RAIL TRACK JOINTS FOR ANY MISALIGNMENT AND IT SHOULD NOT BE MORE THAN 0.1 MM</li> <li>36. CHECK THE CONDITION OF AND BUFFERS OF ALL SIDES OF END CARRIAGE</li> <li>37. CHECK THE CONDITION OF DEAD STOP BUFFERS</li> <li>38. CHECK THE CONDITION OF WIRE ROPES OF MAIN HOIST AND AUX. HOIST, IF FOUND DAMAGED, REPLACE THEM.</li> <li>39. CHECK THE CONDITION OF TRACK WHEELS FOR ANY PHYSICAL DAMAGES</li> <li>40. CHECK THE PERFORMANCE OF CT &amp; LT FOR SMOOTH RUNNING</li> <li>41. CHECK THE WELDING JOINT SOFT THE BRIDGES OF CT CARRIAGE IF DOUBTFUL GET THE JOINTS DIE TESTED FOR ANY CRACKS</li> <li>42. CHECK THE CONDITION OF CT, LT, AT &amp; MH MOTOR COUPLING BOLTS AND RUBBER IF FOUND DAMAGED, REPLACE THEM.</li> <li>43. ASSIST FIRE SECTION DEPARTMENT FOR CHECKING THE FIRE EXTINGUISHER PROVIDED IN OPERATION CABIN.</li> </ol>
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**PREVENTIVE MAINTENANCE CHECK LIST FOR EOT CRANES**

**PREVENTIVE MAINTENANCE CHECK LIST FOR MOBILE CRANES (TATA ALC 955 & DEMAG)**

**PM Check list for 75Ton Tata ALC cranes (Freq:4 Weeks)**

**Checklist:**

1. Clean the entire machine.
2. Check the condition of all the fasteners through visual inspection and tighten/replace them if required.
3. Check level of gear box oil, hydraulic oil, engine oil & brake oil and fill if required.
4. Check condition of all filters and clean/replace if required.
5. Apply grease at all greasing points.
6. Check all operations of the crane and observe any oil leakages/malfunction of the crane. If required, it is to be rectified immediately.
7. Check condition of all hydraulic hoses/pneumatic hoses, replace them if required.
8. Check the condition of rope & rope drum and apply cadmium compound if required.
9. Check the condition of liners in the brake & Clutch assemblies and replace them if required.

**PM Check list for 300Ton Demag crane (Freq:4 Weeks)**

**Checklist:**

1. Cleaning of the entire machine.
2. Check the condition of all the fasteners through visual inspection and tighten/replace them if required.
3. Check level of gear box oil, hydraulic oil, engine oil & brake oil and fill if required.
4. Check condition of all filters and clean/replace if required.
5. Apply grease at all grease points.
6. Check all operations of the crane and observe any oil leakages/malfunction of the crane. If required, it is to be rectified immediately.
7. Check condition of all hydraulic hoses/pneumatic hoses, replace them if required.
8. Check the condition of rope & rope drum and apply cadmium compound if required.
9. Check the condition of liners in the brake & Clutch assemblies and replace them if required.

**PREVENTIVE MAINTENANCE CHECK LIST (ELECTRICAL) FOR EOT CRANES**

Section : Elect. Maint. (WE)

Date :

Location :

Capacity :

INV. No. :

ITEMS	Item No.	ITEMS FOR CHECKING: IN CROSS TRAVEL, LONG TRAVEL, MAIN HOIST, AUXILIARY HOIST
CONTROL PANEL	1	GENERAL CLEANING & TIGHTENING OF CONNECTIONS.
	2	CONTACTORS & TIMERS.
	3	RELAY OIL LEVEL IN DASH POT.
RESISTANCE BOXES	4	GENERAL CLEANING & TIGHTENING OF CONNECTIONS
	5	CONDITION OF RESISTANCE & INSULATION
MOTOR	6	CLEANING & TIGHTENING OF CONNECTIONS IN TERMINAL BLOCK
	7	INSULATION RESISTANCE
	8	SLIP RING AND BRUSH CONDITIONS.
	9	CONDITION OF BEARINGS.
THRUSTER BRAKE	10	CLEANING & TIGHTENING OF CONNECTIONS.
	11	INSULATION CONDITION.
	12	BRAKE ADJUSTMENT.
	13	LINER CONDITION.
	14	OIL LEVEL IN THRUSTER.
CONTROLLER	15	GENERAL CLEANING & MOVEMENTS
	16	FIXED AND MOVING CONTACTS.
TROLLEY LINE	17	CONDUCTOR & COLLECTOR, CONDITION & ALIGNMENT.
	18	SUPPORTING INSULATORS.
	19	TIGHTNESS OF CONNECTIONS.
LIMIT SWITCH	20	TIGHTNESS OF CONNECTIONS.
	21	SETTING AND MOVEMENT OF ACTING LEVER/ MECHANISM & ROLLER.

**PREVENTIVE MAINTENANCE SCHEDULE FOR EOT CRANES WORK**  
**FOR THE MONTH OF \_\_\_\_\_**

SL.NO.	INV.NO	DESCRIPTION	LOCATION	SCH. DATE	ACT. DATE	REMARKS
1	81619	10T	Bld-1 Bay-1			
2	81623	20/5T	Bld-1 Bay-1			
3	80701	20/5T	Bld-1 Bay-1			
4	81703	10T	Bld-1 Bay-2			
5	81624	10T	Bld-1 Bay-2			
6	80707	20/5T	Bld-1 Bay-3			
7	80705	20/5T	Bld-1 Bay-3			
8	80708	20/5T	Bld-1 Bay-4			
9	80709	60/10T	Bld-1 Bay-4			
10	80710	60/10T	Bld-1 Bay-4			
11	80712	20/5T	Bld-1 Bay-5			
12	80713	20/5T	Bld-1 Bay-5			
13	81602	5 Ton	Bld-1 Bay-5			
14	80714	20/5T	Bld-1 Bay-6			
15	80716	20/5T	Bld-1 Bay-6			
16	80717	60/10T	Bld-1 Bay-7			
17	80718	60/10T	Bld-1 Bay-7			
18	80799	5 Ton	Bld-1 Bay-7			
19	80719	40/10T	Bld-1 Bay-8			
20	81622	20/5T	Bld-1 Bay-8			
21	80729	3T	Bld-1 Bay-8(X-ray cabin)			
22	80886	20/5T	Plate Yard			
23	40119	20/5T	Plate Yard			
24	80725	5T	Bld-3 Bay-1			
25	80726	10T	Bld-3 Bay-1			
26	80723	5T	Bld-3 Bay-2			
27	80724	10T	Bld-3 Bay-2			
28	81609	5T	Bld-3 Bay-3			

**ANNEXURE – I-D**

**PREVENTIVE MAINTENANCE SCHEDULE FOR EOT CRANES WORK**

**::2::**

SL.NO.	INV.NO	DESCRIPTION	LOCATION	SCH. DATE	ACT. DATE	REMARKS
29	80722	10T	Bld-3 Bay-3			
30	80721	5T	Bld-3 Bay-4			
31	404043	10T	Bld-3 Cross Bay			
32	404044	10T	Bld-3 Cross Bay			
33	404045	10T	Bld-3 Cross Bay			
34	404046	20T/10T	Bld-3 Cross Bay			
35	80734	2T	Bld-1 Bay-1			
36	80736	2T	Bld-1 Bay-1			
37	80737	2T	Bld-1 Bay-1			
38	80740	1T	Bld-1 Bay-1			
39	80789	2T	Bld-1 Bay-6			
40	80727	5T	Acc.Sec.			
41	80728	3T	Comp. House-I			
42	80610	3T	Comp. House-II			
43	84605	3T	Bldg1			
44	80792	3T	Bldg2			
45	80720	10T	DG Shed			
46	81614	5T	(02 Store)			
47	81612	2T	Rewind. Sec.			
48	--	3T	Pump House			
49	--	3T	Fin M/C Bldg			
<b>50</b>	404047	75 T	Admn Site			
<b>51</b>	404048	75 T	Admn Site			
<b>52</b>	404049	75 T	Admn Site			
<b>53</b>	80899	185 T	Admn Site			

**Engineer In-charge (EOT)**

**EOT Crane Inspection Report**  
**Capacity: .....Tons**

**Area/Location:**  
**Make:**

**Asset no:**

Item	OK	Code
<b>Brakes:</b>		
MH brakes shoes or disc		
MH brake linings		
MH brake linkage		
MH brake coil		
AH brakes shoes or disc		
AH brake linings		
AH brake linkage		
AH brake coil		
CT brakes shoes or disc		
CT brake linings		
CT brake linkage		
CT brake coil		
LT brakes shoes or disc		
LT brake linings		
LT brake linkage		
LT brake coil		
<b>Motors:</b>		
MH motor bearings		
MH motor slip rings		
AH motor bearings		
AH motor slip rings		
AH motor brushes		
LT motor bearings		
LT motor slip rings		
LT motor brushes		
CT motor bearings		
CT motor slip rings		
CT motor brushes		
Hooter/Bell		
Indication lamps		
panel doors		
push buttons		

Item	OK	Code
<b>Controls:</b>		
Master switches		
MH contactors		
AH contactors		
CT contactors		
LT contactors		
MH over load relays		
AH overload relays		
CT overload relay		
LT overload relay		
<b>Limit:</b>		
MH upper limit		
MH lower limit		
AH upper limit		
AH lower limit		
LT Limit switches		
CT Limit switches		
Proximity Limits		
MH gravity limit		
AH gravity limit		
<b>DSL:</b>		
DSL brushes		
DSL incoming cable lugs		
Festoon cables		
connector blocks		
Cable trolley		
Junction boxes		
<b>Resistances:</b>		
MH resistance		
AH resistance		
LT resistance		
CT resistance		

**Status Code:**      **SR: Should be replaced;**      **NR: Needs Repair;**      **R: Repaired;**

Signature of the in charge

Signature of supervisor

**SPECIAL TERMS & CONDITIONS & SAFETY CONDITIONS of EOT Cranes**

A suggestive manpower requirement is projected below.

Supervisors	Diploma with 5 years' work experience or ITI with 10 years' work experience – 1 No.
Mechanical Fitters	ITI with work experience – 5 Nos.
Electricians	ITI with work experience - 4 Nos.
Unskilled workers / Helpers	1 Nos.

- 1) Skilled Operation (A) – One supervisor (skilled) + One electrician (Skilled) + One fitter (Skilled)
- 2) Semi-Skilled Operation (B)- (Three fitters (Semiskilled) + Four electricians (Semiskilled))
- 3) Unskilled Operation (C) – One helper (Unskilled)

All personnel being deputed shall have previous experience in maintenance of EOT / Gantry cranes. **Electricians deputed should possess valid wireman certificate.** The above suggest manpower is daily requirement on BHEL working days. A skeleton mechanical and electrical staff are to be kept in addition to above on all other Public Holidays and Sundays to carry out minor repairs. **Vendor must visit the workplace to see Crane condition, last two years break downs statistics, Preventive maintenance works (daily one crane as minimum) before quoting the price. Any breakdown is to be attended within half an hour after receive of break down intimation.**

1. These conditions should be read in conjunction with of BHEL General terms & Conditions.
2. The contractor's personnel shall be available in the factory premises in first and second shifts of all working days of BHEL, and in first shift of all Sundays and Public Holiday.
3. Emergency breakdown during the third shift of all working days and second shift of Sundays shall also be attended as and when necessary, for which skeleton staff shall be available in the factory premises.
4. A daily breakdown report (including downtime data of each crane) and report of major work shall be submitted to the Manager (Mechanical maintenance) after endorsement from concerned Maintenance In-charge.
5. Preventive Maintenance work of the Cranes shall be done periodically as per the checklist and Preventive Maintenance schedule provided by BHEL.
6. Contractor shall arrange his own tools for removal, dismantling, assembling and reinstallation of hoist/motors/Gearboxes, etc. However, all spares including consumables like gear oil, dashpot oil, electrodes, grease, cotton waste, contactors, relays etc. and facilities like gas cutting, welding, machining facility, repair, rewinding of motors, coils, etc. shall be provided by BHEL free of cost at ground level. The contractor to minimize the break- down time, shall adopt vigilant action for better parts / methods voluntarily.
7. All the tools and material brought inside the factory should be registered at the security gate at the time of bringing inside the factory. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
8. Contractor shall maintain all records pertaining to his work.
9. For working at heights, Work Permit System shall be followed and record to be maintained.
10. No foreign/used or unused/scrapped/broken parts shall be left on the crane/gantry/ bridge so that likely accidents due to their falling are avoided. All used/worn out/scrapped/replaced spares/parts shall remain the property of BHEL.
11. The contractor and their staff should follow the rules and regulations annexed with for employment of labour by contractors in BHEL.
12. Utmost care should be taken by the contractor to repair the cranes in a proper way and with quality workmanship so as to adhere to the safety requirements as per the latest version of AP Factories Act. All the contractor's personnel shall use PPEs (Personnel Protection Equipment).

- 13. PENALTY:** If the overall break downtime exceeds 2% in a month (Except delay due to supply of spare by BHEL), a penalty of ₹1500/- (Rupees One thousand only) per each 1% will be deducted from the bill subject to a maximum of ₹10,000/- (Rupees Ten Thousand only) in the respective month. If the break down exceeds 10% it will be considered as poor performance and contract may be terminated at the cost of contractor.
- 14.** You are entitled to use in this work, such supplies of power, water and compressed air from BHEL sources from approved tapping points basing on availability. You shall make your own connections / lines for drawing the same to the work- spot. A room shall be provided for your employees/ safe custody of tools, near the work premises to execute the works in A, G & B shifts.
- 15.** Insurance Policy covering all the workmen against injury, permanent disability, death etc., shall be effective from the date of start of contract for the entire period of contract.
- Additional Insurance Policy for payment of an Ex gratia amount of Rs. 1,00,000/- (One Lakh) per accident in case of fatal accidents to the contract labour engaged, in addition to the workmen's Compensation, the contractor is required to pay the ex gratia amount within 30 days from the date of accident. In case Contractor fails to make Policy or do not pay compensation in case of accident, BHEL will recover the Policy amount and Ex-gratia amount from bill in case of accident.
  - Labour License issued by Assistant Labour commissioner central Govt. if applicable.
  - A certificate from the regional P.F Office certifying submission of provident fund contribution towards all the employees engaged.
  - Safety height clearance form safety Engineering Department of BHEL (To be obtained before start of work.)

#### **SAFETY CONDITIONS –**

- The following are a few safety measures suggested while carrying the work. However, all the items of work should be carried out in safe working manner taking all precautions.
- Before any conductor or apparatus is handled, adequate precaution shall be taken, by earthing or other suitable means to discharge electrically such conductor or apparatus.
- Person who is working on an electric supply line or apparatus shall be provided with tools, instruments such as line testers, multi-meter, tongue tester, megger and safety equipment such as gloves, rubber shoes, safety belts, ladders, earthing devices, helmets and the like for protecting him from mechanical or electrical injury.
- No person shall work on the live circuit without the permission of the supervisor. It shall be made sure that all safety precautions have been taken and the person is accompanied by a second person competent to render First Aid and Artificial Respiration.
- The contractor shall keep a supervisor always at work site.
- Power shut down shall be taken before commencement of the work wherever power cables are running.
- Proper and necessary tools are to be used for carrying out all types of works.
- The contractor is responsible for providing of necessary safety equipment such as helmets, gloves, rubber shoes, safety belts, ladders, earthing devices etc. to carry out the work safely.



**2. Scope of work for AMC of LMS machines:**

The objective is to outsource the maintenance and related activities of machines in building no. 3, R&D, Steel yard, Stores, Security gate and QC Lab of BHEL, Visakhapatnam. This document defines the detailed scope of work.

Presently there are a total of 83 machines including critical machines (as per the list Enclosed-Annexure -A) in the area of work. The scope of work comprises the following.

a) **Break down maintenance.**

b) **Preventive Maintenance**

**a) BREAK DOWN MAINTENANCE:**

Break down maintenance of all components of Machines as given below. The list of Machines to be maintained by the agency is enclosed at ANNEXURE-1 & 2

**For breakdown maintenance:**

1. Based on the SAP notification from production/intimation from maintenance in charge, breakdowns are to be attended for all the machines from LMS.
2. Necessary repair works like replacement of bearings, gears, sprockets, shafts, bolts, box nuts, screw rods, chains, chain links, cylinders, pistons and its accessories, couplings, coupling pins, shaft pins, belts, pulleys, jaws, hoses, oils, oil seals etc are to be done after getting confirmation from mechanical supervisor/in-charge.
3. Dismantling of machine assemblies, gear boxes, machine covers etc whenever necessary, are required to be done based on confirmation from mechanical supervisor/in-charge.
4. List of machines come under LMS maintenance will be given to the contractor.
5. Spare parts, consumables will be supplied by M/s BHEL.
6. Breakdown % is to be maintained within 2%.
7. The contractor should not take more than 1 hr to start the breakdown from the time of intimation.

**b) PREVENTIVE MAINTENANCE:**

For preventive Maintenance:

1. List of machines which are being covered under this contract will be given to the contractor.
2. The contractor has to do the following activities on each machine. Other than these activities if anything found extra in Preventive maintenance checklist for each machine which will be provided during execution of contract is also to be carried out according to the schedule.
  - a. Cleaning of the entire machine.
  - b. Lubrication of machine guide ways, screw rods, chains, gears etc.
  - c. Oil top up of all gear boxes, lubrication units and hydraulic tanks wherever required.
  - d. Checking and adjustment/replacement of belts, chains etc.
  - e. Tightening of fasteners wherever necessary.
  - f. Cleaning/replacement of filter, regulator, lubricator elements.
  - g. If required painting of machines/equipment may be executed as per requirement.
3. The contractor has to engage at least 1 ITI fitter (Skilled), 1 semi-skilled worker (ITI qualified) and one unskilled worker for executing the work.
4. The contractor has to send same persons (in the age group of 18 to 60) throughout the contract without frequent changing for the entire period of contract.
5. All spare parts required for replacement during the work will be provided by M/s BHEL free of cost.
6. All consumables like Grease, Diesel oil, cotton waste, cleaning liquid, compressed air, crane and water will be provided by M/s BHEL at free of cost.
7. The contractor shall maintain following records and they should be kept ready for inspection at all times by BHEL in charge.
  - a. Preventive maintenance records for each machine.
  - b. Attendance register
  - c. Break down log book

8. Machine shall be released for work during day shift (including Sundays & holidays). However, intimation will be given one day in advance to carry out the work
9. The contractor has to execute the work on the specified date as per schedule.

**TERMS AND CONDITIONS OF THE TENDER**

**AMC of Machines in LMS for a period of two years (i.e. 24 months)**

Sl. No	Description of work	No of Operations for two years
1	Operation A	576
2	Operation B	576
3	Operation C	552

Operation A= Activity wise operation is to be carried out as per the scope of work. (Skilled Operation)

Operation B= Activity wise operation is to be carried out as per the scope of work. (Semi-Skilled Operation)

Operation C= Activity wise operation is to be carried out as per the scope of work. (Un Skilled Operation)

A suggestive manpower requirement is projected below. Vendor can change the total manpower as per skill and efficiency.

Mechanical Fitters	ITI with 5 years work experience – 1 No.
Semi skilled worker	ITI with 2 years work experience – 1 No.
Unskilled workers / Helpers	1 Nos.

All personnel being deputed shall have previous experience in maintenance of machines. The above suggest manpower is daily requirement on BHEL working days. A skeleton mechanical staff are to be kept in addition to above on all other Public Holidays and Sundays to carry out minor repairs. Vendor must visit the workplace to see machinery condition, last two years break downs statistics, Preventive maintenance works (daily one machine as minimum) before quoting the price. Any breakdown is to be attended within half an hour after receipt of break down intimation.

1. The contractor's personnel shall be available in the factory premises in General shifts of all working days of BHEL, and in first shift of all Sundays and Public Holiday.
2. Emergency breakdown during the First and third shift of all working days and second shift of Sundays shall also be attended as and when necessary, for which skeleton staff shall be available in the factory premises.
3. A daily breakdown report (including downtime data of each machine) and report of major work shall be submitted to the Manager (Mechanical maintenance) after endorsement from concerned Maintenance In-charge.
4. Preventive Maintenance work of the machines shall be done periodically as per the checklist and Preventive Maintenance schedule provided by BHEL.
5. Contractor shall arrange his own tools for removal, dismantling, assembling and reinstallation of Gears/bearings/motors/Gearboxes, etc. However, all spares including consumables like gear oil, dashpot oil, electrodes, grease, cotton waste, contactors, relays etc and facilities like gas cutting, welding, machining facility, repair, rewinding of motors, coils, etc shall be provided by BHEL free of cost at ground level. The contractor to minimize the break- down time, shall adopt vigilant action for better parts / methods voluntarily.
6. All the tools and material brought inside the factory should be registered at the security gate at the time of bringing inside the factory. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
7. Contractor shall maintain all records pertaining to his work.

8. For working at heights, Work Permit System shall be followed and record to be maintained.
9. No foreign/used or unused/scrapped/broken parts shall be left around the machinery so that likely accidents due to their hindrance are avoided. All used/worn out/scrapped/replaced spares/parts shall remain the property of BHEL.
10. The contractor and their staff should follow the rules and regulations annexed with for employment of labour by contractors in BHEL.
11. Utmost care should be taken by the contractor to repair the machines in a proper way and with quality workmanship so as to adhere to the safety requirements as per the latest version of AP Factories Act. All the contractor's personnel shall use PPEs (Personnel Protection Equipment).

**12. PENALTY:**

- a. If the overall break downtime exceeds 2% in a month (Except delay due to supply of spare by BHEL), a penalty of Rs 1500/-(Rupees One thousand only ) per each 1% will be deducted from the bill subject to a maximum of Rs. 10,000/-(Rupees Ten Thousand only) in the respective month. If the break down exceeds 10% it will be considered as poor performance and contract may be terminated at the cost of contractor.
13. If the contractor failed to perform any operation assigned in a day, a penalty of Rs 500/- will be deducted for each operation from the total bill of the respective month.
14. You are entitled to use in this work, such supplies of power, water and compressed air from BHEL sources from approved tapping points basing on availability. You shall make your own connections / lines for drawing the same to the work- spot. A room shall be provided for your employees/ safe custody of tools, near the work premises to execute the works in A, G & B shifts.
15. Safety height clearance form safety Engineering Department of BHEL (To be obtained before start of work.)

List of Machines Identified for AMC [LMS]			
Total Number of Machines: 83			
LMS Work Centre: ML01			
S. No.	Plant Location	Inventory No.	Description
1	HPVP-003-004	401145	REAL TIME RADIOGRAPHY SYSTEM
2	HPVP-001-002	407413	PNEUMATIC OPERATED END SCARFER
3	HPVP-003-001	10409	CAPSTAN LATHE
4	HPVP-003-001	14310	CYLINDRICAL GRINDING MACHINE - G17
5	HPVP-003-001	14201	ENGRAVING MACHINE
6	HPVP-003-001	11101	HORIZONTAL BORING MACHINE BFP 125
7	HPVP-003-001	11001	HORIZONTAL BORING MACHINE BFT 80
8	HPVP-003-001	10302	LATHE DLZ 1000
9	HPVP-003-001	60110	LATHE LB17
10	HPVP-003-001	10107	LATHE LB20
11	HPVP-003-001	10202	LATHE LB20
12	HPVP-003-001	10103	LATHE LB25
13	HPVP-003-001	10201	LATHE LB25
14	HPVP-003-001	10205	LATHE LB25
15	HPVP-003-001	14101	LATHE LB25
16	HPVP-003-001	10304	LATHE LC 125
17	HPVP-003-001	10305	LATHE SU 90A
18	HPVP-003-001	80115	POWER HACKSAW
19	HPVP-003-001	11421	RADIAL DRILLING MACHINE RM 62
20	HPVP-003-001	11429	RADIAL DRILLING MACHINE RM 62
21	HPVP-003-001	11430	RADIAL DRILLING MACHINE RM 62
22	HPVP-003-001	11433	RADIAL DRILLING MACHINE RM 65
23	HPVP-003-001	11434	RADIAL DRILLING MACHINE RM 65
24	HPVP-003-001	10410	THREAD CUTTING MACHINE
25	HPVP-003-001	14312	TOOL AND CUTTER GRINDER
26	HPVP-003-001	61513	TOOL AND CUTTER GRINDER
27	HPVP-003-001	14323	TOOL AND CUTTER GRINDER MACHINE
28	HPVP-003-001	10405	TURRET LATHE L22 HMT
29	HPVP-003-001	60510	UNIVERSAL MILLING MACHINE - FA5U
30	HPVP-003-001	10703	VERTICAL TURNING & BORING MACHINE
31	HPVP-003-001	10704	VERTICAL TURNING & BORING MACHINE
32	HPVP-003-001	10705	VERTICAL TURNING & BORING MACHINE
33	HPVP-003-002	11418	RADIAL DRILLING MACHINE RM 62
34	HPVP-003-002	11402	RADIAL DRILLING MACHINE RM 65
35	HPVP-003-002	11403	RADIAL DRILLING MACHINE RM 65
36	HPVP-003-002	11404	RADIAL DRILLING MACHINE RM 65
37	HPVP-003-002	14107	SLOTING MACHINE CH25
38	HPVP-003-002	401133	TUBE BENDING MACHINE
39	HPVP-003-002	401134	TUBE BENDING MACHINE

List of Machines Identified for AMC [LMS]			
S. No.	Plant Location	Inventory No.	Description
40	HPVP-003-002	10502	VERTICAL MILLING MACHINE FV 1000
41	HPVP-003-003	10407	CAPSTAN LATHE R80
42	HPVP-003-003	401127	FLASH BUTT WELDING M/C
43	HPVP-003-003	84707	HYDRAULIC PRESS 100T
44	HPVP-003-003	84706	PIPE BENDING MACHINE
45	HPVP-003-003	407420	PNEUMATIC OPERATED END SCARFER
46	HPVP-003-003	407421	PNEUMATIC OPERATED END SCARFER
47	HPVP-003-003	84701	SQUEEZING MACHINE
48	HPVP-003-003	84705	SWAGING MACHINE
49	HPVP-003-004	14119/2	ALLCUT BANDSAW
50	HPVP-003-004	401135	AUTOMATIC TUBE CUTTING & EDGE PREP. M/C.
51	HPVP-003-004	401136	AUTOMATIC TUBE CUTTING & EDGE PREP. M/C.
52	HPVP-003-004	14118	MASTER MILLING MACHINE
53	HPVP-003-004	401139	STRAIGHT TUBE BUTT WELD STATION
54	HPVP-003-004	401144	TUBE HANDLING SYSTEM FOR RTR STATION (24
55	HPVP-003-005	401126	20 TORCH PPM MACHINE
56	HPVP-014	1161280902	HORIZONTAL MILLING MACHINE M2H
57	HPVP-014	80904	LATHE LB17
58	HPVP-014	80919	PILLAR DRILL
59	HPVP-014	80907	POWER HACKSAW
60	HPVP-014	80915	SHAPPING MACHINE
61	HPVP-014	80932	SURFACE GRINDER
62	HPVP-040	11615	ALLCUT BAND SAW
63	HPVP-040	84677	BANDSAW CUTTING MODEL-OBRA
64	HPVP-040	84622	HIGH SPEED LATHE NH26 R&D
65	HPVP-040	84617	LATHE LB17
66	HPVP-040	84606	RADIAL DRILLING MACHINE RM-62
67	HPVP-040	84615	SHAPING MACHINE TYPE BSH63
68	HPVP-040	84655	SPINDLE TYPE DRILLING M/C BMC R&D
69	HPVP-040	84604	UNIVERSAL MILLING MACHINE FN2U
70	HPVP-068		FIN FORMING MACHINE
71	HPVP-003-001	14310	CYLINDRICAL GRINDING MACHINE - G17
72	HPVP-003-001	14115	PILLAR DRILL
73	HPVP-001-003	407422	PNEUMATIC OPERATED END SCARFER
74	HPVP-003-003	401132	TUBE BENDING MACHINE
75	HPVP-014	11619	POWER HACKSAW
76	HPVP-014	80247	VERTICAL MILLING MACHINE FN3V
77	HPVP-040	10501	UNIVERSAL MILLING MACHINE M2V
78	HPVP-028	11612	POWER HACKSAW Steel yard
79	HPVP-068(R&D)	412142	HYD. NC SHEARING MACHINE
80	HPVP-068(R&D)		Surface grinding machine
81	HPVP-068(R&D)	412137	Wire EDM machine
82	HPVP-040		Air handling unit
83	HPVP-028		POWER HACKSAW

## Preventive maintenance schedule for LMS machines

List of Machines Identified for AMC [LMS]						
Total Number of Machines: 83						
LMS Work Centre: ML01						
S. No.	Plant Location	Inventory No.	Description	Sch Date	Act Date	Remarks
1	HPVP-003-004	401145	REAL TIME RADIOGRAPHY SYSTEM			
2	HPVP-001-002	407413	PNEUMATIC OPERATED END SCARFER			
3	HPVP-003-001	10409	CAPSTAN LATHE			
4	HPVP-003-001	14310	CYLINDRICAL GRINDING MACHINE - G17			
5	HPVP-003-001	14201	ENGRAVING MACHINE			
6	HPVP-003-001	11101	HORIZONTAL BORING MACHINE BFP 125			
7	HPVP-003-001	11001	HORIZONTAL BORING MACHINE BFT 80			
8	HPVP-003-001	10302	LATHE DLZ 1000			
9	HPVP-003-001	60110	LATHE LB17			
10	HPVP-003-001	10107	LATHE LB20			
11	HPVP-003-001	10202	LATHE LB20			
12	HPVP-003-001	10103	LATHE LB25			
13	HPVP-003-001	10201	LATHE LB25			
14	HPVP-003-001	10205	LATHE LB25			
15	HPVP-003-001	14101	LATHE LB25			
16	HPVP-003-001	10304	LATHE LC 125			
17	HPVP-003-001	10305	LATHE SU 90A			
18	HPVP-003-001	80115	POWER HACKSAW			
19	HPVP-003-001	11421	RADIAL DRILLING MACHINE RM 62			
20	HPVP-003-001	11429	RADIAL DRILLING MACHINE RM 62			
21	HPVP-003-001	11430	RADIAL DRILLING MACHINE RM 62			
22	HPVP-003-001	11433	RADIAL DRILLING MACHINE RM 65			
23	HPVP-003-001	11434	RADIAL DRILLING MACHINE RM 65			
24	HPVP-003-001	10410	THREAD CUTTING MACHINE			
25	HPVP-003-001	14312	TOOL AND CUTTER GRINDER			
26	HPVP-003-001	61513	TOOL AND CUTTER GRINDER			
27	HPVP-003-001	14323	TOOL AND CUTTER GRINDER MACHINE			
28	HPVP-003-001	10405	TURRET LATHE L22 HMT			
29	HPVP-003-001	60510	UNIVERSAL MILLING MACHINE - FA5U			
30	HPVP-003-001	10703	VERTICAL TURNING & BORING MACHINE			
31	HPVP-003-001	10704	VERTICAL TURNING & BORING MACHINE			
32	HPVP-003-001	10705	VERTICAL TURNING & BORING MACHINE			
33	HPVP-003-002	11418	RADIAL DRILLING MACHINE RM 62			
34	HPVP-003-002	11402	RADIAL DRILLING MACHINE RM 65			
35	HPVP-003-002	11403	RADIAL DRILLING MACHINE RM 65			
36	HPVP-003-002	11404	RADIAL DRILLING MACHINE RM 65			
37	HPVP-003-002	14107	SLOTING MACHINE CH25			
38	HPVP-003-002	401133	TUBE BENDING MACHINE			
39	HPVP-003-002	401134	TUBE BENDING MACHINE			
40	HPVP-003-002	10502	VERTICAL MILLING MACHINE FV 1000			
41	HPVP-003-003	10407	CAPSTAN LATHE R80			
42	HPVP-003-003	401127	FLASH BUTT WELDING M/C			
43	HPVP-003-003	84707	HYDRAULIC PRESS 100T			
44	HPVP-003-003	84706	PIPE BENDING MACHINE			

## Annexure-2

S. No.	Plant Location	Inventory No.	Description	Sch Date	Act Date	Remarks
45	HPVP-003-003	407420	PNEUMATIC OPERATED END SCARFER			
46	HPVP-003-003	407421	PNEUMATIC OPERATED END SCARFER			
47	HPVP-003-003	84701	SQUEEZING MACHINE			
48	HPVP-003-003	84705	SWAGING MACHINE			
49	HPVP-003-004	14119/2	ALLCUT BANDSAW			
50	HPVP-003-004	401135	AUTOMATIC TUBE CUTTING & EDGE PREP. M/C.			
51	HPVP-003-004	401136	AUTOMATIC TUBE CUTTING & EDGE PREP. M/C.			
52	HPVP-003-004	14118	MASTER MILLING MACHINE			
53	HPVP-003-004	401139	STRAIGHT TUBE BUTT WELD STATION			
54	HPVP-003-004	401144	TUBE HANDLING SYSTEM FOR RTR STATION (24			
55	HPVP-003-005	401126	20 TORCH PPM MACHINE			
56	HPVP-014	80902	HORIZONTAL MILLING MACHINE M2H			
57	HPVP-014	80904	LATHE LB17			
58	HPVP-014	80919	PILLAR DRILL			
59	HPVP-014	80907	POWER HACKSAW			
60	HPVP-014	80915	SHAPPING MACHINE			
61	HPVP-014	80932	SURFACE GRINDER			
62	HPVP-040	11615	ALLCUT BAND SAW			
63	HPVP-040	84677	BANDSAW CUTTING MODEL-OBRA			
64	HPVP-040	84622	HIGH SPEED LATHE NH26			
65	HPVP-040	84617	LATHE LB17			
66	HPVP-040	84606	RADIAL DRILLING MACHINE RM-62			
67	HPVP-040	84615	SHAPING MACHINE TYPE BSH63			
68	HPVP-040	84655	SPINDLE TYPE DRILLING M/C BMC			
69	HPVP-040	84604	UNIVERSAL MILLING MACHINE FN2U			
70	HPVP-068		FIN FORMING MACHINE			
71	HPVP-003-001	14310	CYLINDRICAL GRINDING MACHINE - G17			
72	HPVP-003-001	14115	PILLAR DRILL			
73	HPVP-001-003	407422	PNEUMATIC OPERATED END SCARFER			
74	HPVP-003-003	401132	TUBE BENDING MACHINE			
75	HPVP-014	11619	POWER HACKSAW			
76	HPVP-014	80247	VERTICAL MILLING MACHINE FN3V			
77	HPVP-040	10501	UNIVERSAL MILLING MACHINE M2V			
78	HPVP-028	11612	POWER HACKSAW			
79	HPVP-068(R&D)	412142	HYD. NC SHEARING MACHINE84			
80	HPVP-068(R&D)		Surface grinding machine			
81	HPVP-068(R&D)	412137	Wire EDM machine			
82	HPVP-040		Air handling unit			
83	HPVP-028		POWER HACKSAW			

In-charge (LMS-Mech Maint)

**PREVENTIVE MAINTENANCE CHECKLIST****Critical Machines:****1. ATCEP Checklist:**

1. Check pressure gauges for working pressure and their condition
2. Check for any leaks from all the systems and if any part is damaged replace it or if it needs service clean and reassembly it
3. Check all gear box assemblies for any vibration, noise and oil level if any part is damaged replace it or if it needs service clean and reassembly it
4. Check condition of chains if required tightening to be done.
5. Check all operational units cutting saw, bevelling units, chillers for operation
6. Check all fasteners if required tightening to be done.
7. Check air line filter, lubricator, air cylinders for operation and if found any leaks to be arrested.
8. Check & fill lubricant if required

**2. STBW Checklist:**

1. Check pressure gauges for working pressure and their condition
2. Check for any leaks from all the systems and if any part is damaged replace it or if it needs service clean and reassembly it
3. Check all gear box assemblies for any vibration, noise and oil level if any part is damaged replace it or if it needs service clean and reassembly it
4. Check condition of chains if required tightening to be done.
5. Check all operational units clamping chucks, torches, chillers for operation
6. Check all fasteners if required tightening to be done.
7. Check airline filter, lubricator, air cylinders for operation and if found any leaks to be arrested.
8. Check & fill lubricant if required

**3. 20Torch PPM checklist:**

1. Check all drive assemblies (torch, wire feeders, guide rollers, conveyer systems etc.) And if any part is damaged replace it or if it needs service clean and reassembly it
2. All systems shall be cleaned before lubricating it or before doing any other replacement/minor corrective action as per specification. If unspecified it shall be carried out by the contractor accordingly in all subsystems too.
3. All lubrication & gearbox oil can be done only if required. it can be omitted in any specified place after consulting with area supervisor or area executive.
4. All drive system shall be ensured with proper rotation as per ratings while checking for operation.
5. oil method shall be done respective to the systems. Mainly of greases gun, oiling plug & brushing at required places.
6. Fin calibration unit
7. Check the adjustment screw rod/collet and mandrel, brake shoe liner etc.
8. Check all lubrication units oil quantity and quality, if required replace
9. Check condition of drive assembly and if any part is damaged replace it or if it needs service clean and reassembly it
10. Check fin feeding conveyor system and if any part is damaged replace it or if it needs service clean and reassembly it
11. Check fin cutting unit and if any part is damaged replace it or if it needs service clean and reassembly it
12. Check fin shot blasting unit and if any part is damaged replace it or if it needs service clean and reassembly it
13. Check flux/slag/gas recovery unit and if any part is damaged replace it or if it needs service clean and reassembly it



**Non-Critical Machines****1. Tube bending machine AMOB:**

1. Check & Clean all the LM guide ways.
2. Check & replace any damaged pillow block bearings with new ones, in all sub systems.
3. Observe for any abnormal noise while operating the machine functions.
4. Clean all the hose/line connectors/joints & check for any oil leakages.
5. Clean the hyd cylinders at seal ends & check for any leakages.
6. Check all the movements start to max positions & ensure limit/proximity switches working.
7. Operate & check for the functions of all Hydraulic Cylinders (actuators) and ensure smooth movement. If any abnormalities found do corrective action.
8. Operate & Check for the set pressure values of all cylinders (actuators).
9. Check the functioning of tube support frame operation & for any leakages at hyd cylinder.
10. Check function of auto lube unit.

**2. Pneumatic End Scarfer checklist:**

1. Check Gear box oil level
2. Check Spindle oil
3. Check Air filter lubrication
4. Check & Clean Exhaust. Replace if required.

**3. Fin Forming machine checklist:**

- 1) Lubricate all bearings, flat bearing surfaces, Mandrel expansion units, all gears, lubricator pots etc.
- 2) Check gearbox oil levels
- 3) Check general condition and adjust the tension of chains, drive belts and conveyor belts
- 4) Check operation and position of all sensors and limit switches
- 5) Check shear blade clearance - quality of cut is a good indicator
- 6) Change the hydraulic filters if required
- 7) Check the condition of brake pads, clutch friction plates, Pulleys, seals in hydraulic and pneumatic systems, cam rollers for alignment, alignment of shaft couplings, gears for alignment and backlash and etc
- 8) Check the hydraulic pipe work, hoses and fittings are still secure
- 9) All oil seals for damage replace as necessary

**BFP125 Horizontal boring machine checklist:**

1. Clean the entire machine.
2. Check all the fasteners, tighten if required.
3. Check all operations of the machine like speeds, feeds, lock unlock, lever movements if anything found abnormal, rectification to be done.
4. Check all the assemblies like Head Stock Gear Box, driving gear box, feed gear box, apron gear box, longitudinal slide, table cross slide and columns for noiseless running of bearings, smoothness in gear shifting
5. Check lubrication to all points in all assemblies
6. Apply grease to the chain
7. Check oil level in all gear box units lubrication units and hydraulic units if required filling to be done.
8. Check condition of hylam gear in feed gear box.
9. Check and adjust jibs of face slide, head stock, table and adjust if required.

**VTB checklist:**

1. Clean the entire machine.
2. Check all the fasteners, tighten if required.
3. Check condition of oil in all assemblies if required changing to be done.

4. Check all operations of the machine like speeds, feeds, lock unlock, lever movements if anything found abnormal, rectification to be done.
5. Check all the assemblies like Table, cross rail, feed gear box, Head Stock Gear Box, driving gear box, Side head, side head feed gear box, elevating gear box for noiseless running of bearings, smoothness in gear shifting
6. Check lubrication to all points in all assemblies
7. Check oil level in all gear box units, lubrication units and hydraulic units if required filling to be done.

**Lathe LB17 checklist:**

1. Clean the entire machine.
2. Check all the fasteners, tighten if required.
3. Check all operations of the machine like speeds, feeds, lever movements if anything found abnormal, rectification to be done.
4. Check oil level in Headstock, Feed box, speed box and saddle units if required filling is to be done.
5. Check main drive belts tension if required tightening to be done.
6. Check lubrication to all units
7. Check brake liner if required it is to be replaced

**Radial Drilling machine RM-62 checklist:**

1. Clean the entire machine.
2. Check all the fasteners, tighten if required.
3. Check all operations of the machine like speeds, feeds, lock unlock, lever movements if anything found abnormal, rectification to be done.
4. Check lubrication to all units
5. Check oil level in Drill head, spindle bearing lub, hydraulic system oil if required filling is to be done.

**3.Scope of work for Maintenance contract of Wesman Furnace bogie repair:**

**NAME OF WORK:** Maintenance contract Wesman Furnace Bogie repair of M/s. BHEL-HPVP, Visakhapatnam for a period of two years - Reg.

Item No.	Description Of Item	Total number of operations for two years
1	Maintenance contract Wesman Furnace Bogie repair of M/s. BHEL-HPVP, Visakhapatnam for a period of two years <b>as per instruction of Engineer-in Charge</b>  <b>Category: un-skilled worker</b>	1104

- The bogie has to be checked after every cycle of operation for any damage in the wheels.
- If found any bolts are to be replaced, action has to be taken immediately before start of the next cycle. If any major works found it is to be planned for shut down maintenance after 2-3 cycles.
- If wheels are found to be overhauled, then end covers, shaft, bearings are to be dismantled and to be inspected if required they have to be replaced.
- Necessary tapping, grinding, filling is to be done, if required, for fitting of new wheels, Assembly of shaft, end covers, wheel and bearings. All the twenty wheels are to be fitted in phased manner only as per requirement (if necessary only).
- Move the bogie (bed) after assembly of all wheels for check-up/Inspection.
- All the materials will be supplied by BHEL-HPVP. Contractor has to bring his manpower and tools to carry out the work.
- Air, water and electricity will be supplied by BHEL free of cost.
- All safety precautions are to be taken after entering into the factory premises and while working.
- Any clarification with regard of work content during the contract execution which may arise due to practical difficulties and in such case contractor must carry the works in consultation of maintenance department of BHEL.
- Contractor shall arrange his own tools for assembling, dismantling of wheels etc. The contractor to minimize the shutdown time shall adopt vigilant action for better methods voluntarily.
  - Cleaning of filters:
    - The filters from the dust collector units of following machines are to be cleaned once in a month.
      - Shell shot blasting machine (36 Filters)
      - Rotoblast machine (20 Filters)
      - 20Torch PPM machine (8 Filters)
      - 4Torch PPM machine (2 Filters)
    - These filters are to be removed from the dust collecting chamber and to be moved to a remote place inside the plant.
    - Air purging has to be done and they have to be cleaned completely. These filters are to be assembled back into the machine.
    - At least 46 Man-days/unskilled operations are required per month to complete all the activities and also contractor should ensure their manpower present on all BHEL working days (G-Shift Timings: 08:00 AM to 04:30PM/ A-shift timings: 06:00AM to 14:30PM). Contractor must visit the site for better understanding of the job requirement before bidding.

**4.Scope of work for providing driver services for company owned vehicles:**

**Sub: Service Contract for providing driver services for BHEL(HPVP), Visakhapatnam company vehicles for period of two years—Reg.**

S. No.	Description of Item	Unit	Qty for two years
01	Rate for running of one vehicle per shift (i.e 8 hours operation) as per the scope of work	Per Shift	4032

1. The contractor shall provide Driver services as per NIT every day, as per the requirement of BHEL, Visakhapatnam in A, B, C & G Shifts.
2. The contractor shall ensure that drivers engaged by him have valid driving licenses to run the following vehicles. A tentative schedule is given below.

Sl. No.	Vehicle	Shift	No. of drivers
1	Utility Van / Lorry (Works Engg.)	A or G	1
2	Fire Tender (Fire service)	A, B & C	3
3	Lorry / Tractor/Fork Lift (Production –Press Shop)	A, G & B	2
4	Security Jeep/Fire Tender (Weekly off day)	A or G	1
	<b>TOTAL</b>		<b>7</b>

During Working Days Number of Shifts per day = 7 shifts

Sundays/ Holidays Number of shifts per day = 3 Shifts

3. The method of measuring the job carried out by the contractor is on monthly basis. Payment towards work will be made to the contractor on submission of bill as per following format.

**Bill for the period of: \_\_\_\_\_ to \_\_\_\_\_**

SL. No.	Bill Details	Amount
1	Rate for Driving of the vehicle per shift (i.e. 8 hours operation) as per the scope of work.	xxxxxxxxxxx
2	Total No. of Shifts of all vehicles operated in the month	xxxxxxxxxxx
3	Sub-total (Sl.No.1 x Sl.No.2)	xxxxxxxxxxx
4	Total Payment for this vehicle per month (Sl.No.3 )	xxxxxxxxxxx

4. Fire Tender driver service to be provided in A, B and C shift on all days including Holidays & Sundays. For other vehicles if Driver service is required on holidays and Sundays, prior information would be given to the Contractor or driver engaged by him and on receiving such information it shall be ensured that driver service is provided on such days.
5. Number of vehicles required to be run may vary (increase/decrease) depending upon the requirement. The contractor shall provide driver services accordingly. Fire Tender being emergency service, a penalty of **₹1,500/- per shift** (8 Hrs.) will be deducted if service is not provided on any day.

6. The normal operation timings of vehicles are indicated below
  - A Shift timings: 06:00 Hr. to 14:00 Hrs.
  - B Shift timings: 14:00 Hr. to 22:00 Hrs.
  - C Shift timings: 22:00 Hr. to 6.00 Hrs.
  - D G Shift timings: 08:00 Hr. to 16:30 Hrs.
7. The contractor shall instruct drivers engaged by him that whenever the vehicles are used in the factory premises, the speed limit of 10 to 15 km/hr should be followed strictly.
8. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. They should not have any vision problem, should not be alcoholic or smoker. Ensure that the drivers are competent persons with valid driving license (i.e., HMV for Heavy Goods Vehicle, Heavy Passengers vehicle and LMV for light Motor Vehicle), proficiency in driving and courteous behaviour.
9. **The driver should be in the age limit of 25 to 50 years and should have minimum 3 years' experience on heavy vehicle such as Passengers / Goods Vehicles. (proof of valid license and proof of age to be submitted if required)**
10. The contractor should have registration with P.F. & ESI Authorities.
11. **The Contractor shall be liable to pay applicable minimum wages to its contract labour as notified by the appropriate authority from time to time including all statutory payments/contributions such as VDA, Provident Fund, ESI, EDLI, Bonus, Leave salary, Terminal benefits, yearly holidays etc.**
12. Payment of E.S.I., PROVIDENT FUND, and INSURANCE etc. should be on individual driver's name and other statutory requirements to the drivers will be borne by the Contractor as per Government guidelines.
13. The Driver should possess HMV/LMV Driving License (as applicable depending on type of vehicle) and the driving license should be renewed by the driver as and when required.
14. BHEL reserves the right to test the drivers by conducting driving test & interview during the contract period. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by the employee, BHEL Reserves the right to terminate. Contract should ensure to replace such employee immediately.
15. Contractor should 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 subcontract the job without prior written permission from BHEL.
16. Contractor should keep watch on his employees and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
17. Normally one vehicle will be run by a driver. In case if one driver has to run more than one vehicle in a shift (within 8 hours) then it is treated as single vehicle operation.
18. In case of driver's absence, substitute should be arranged immediately by the contractor without fail with prior intimation to BHEL.
19. The drivers should wear **KHAKI** Uniform.

20. The driver should take utmost care of the vehicle, and shall maintain the vehicles in proper condition by cleaning, checking of tyre pressure, battery condition, fuel level, engine oil level, differential oil, gear oil, radiator coolant, brake fluid, head lights, indicators, horn, reverse horn, battery etc., on regular basis.,
21. The contractor shall be liable for any damage to the company vehicle and company property whether accidentally or otherwise by the driver during the period of contract.
22. The contractor is solely responsible for resolving all RTA / Traffic police cases if any with respect to drivers.
23. The contractor shall ensure that drivers engaged by him follow all the traffic rules and comply with the provisions of Motor Vehicle Act, 1988. Any penalty for traffic violation imposed by the traffic police will be to the Contractor's account and BHEL will not reimburse the same under any circumstances. He should be instructed to follow all safety norms like wearing seat belt, etc., while on duty.
24. The contractor or driver engaged by him shall maintain records in trip sheet/log book provided for the vehicle on day to day basis and make available the same for verification by BHEL whenever so required.
25. The Contract is for a period of **12 months** with effect from the date of commencement of work. With the option of the company, the contract can be renewed further on the same terms and conditions at the time of renewal.
26. The contractor should have well-established office and having telephone facilities for communication in Visakhapatnam.
27. Any statutory requirement / levies such as income tax etc. payable will be deducted at source.
28. The contract can be terminated at any time by giving **one-month** notice by BHEL.
29. The payment will be made every month on verification of the bills submitted by the contractor with our records.
30. The reporting point of the drivers is at Transport Department (Mech. Maintenance) for allotment of trips and instruction by the concerned In-charge.
31. The Contract is governed by the general conditions of BHEL, Visakhapatnam of similar nature and will be operated by the In-charge of Transport Department.
32. Contract Labour License (if applicable): The Contractor shall obtain License from the statutory authority. The competent authority (Licensing Authority) for the works relating to BHEL, Visakhapatnam is the Asst. Labour Commissioner (Central), Visakhapatnam.
33. The Contractor is required to submit his bill once in a month to the company by **10th of each month** for releasing payment for the work done in the previous month. The contractor should enclose proof of payment of wages to his labour and remittance of PF & ESI etc. in respect of drivers along with the bill. Proportionate deduction from the monthly bills will be made towards liability of the contractor for payment of terminal benefits to the drivers. The amount so deducted will be refunded to the contractor subject to production of proof of payment of terminal benefits to his drivers at the end of the contract period.
34. The contractor shall pay the minimum wages to the drivers as per the wages fixed under State Labour Department from time to time. Any revision in wages shall also be paid by the contractor to the drivers from the date from which the revised wages are effective. BHEL will not reimburse any such amount due to revision of minimum wages by the Government.

35. The Contractor shall pay the wages for the public Holidays being observed by the Company.
36. The Contractor should cover the drivers under ESI scheme to provide Medical facilities and also insurance to cover accidental benefits as specified in the relevant acts as applicable.
37. The contractor should cover the drivers under provident fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
38. Contractor should maintain appropriate records of his employees deployed to carry out the job.
39. The contractor shall provide identity cards to the drivers engaged by him, which will be produced by them on demand to Officers or other staff of the company. BHEL Security personnel shall have the right to check the employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or the drivers.
40. The Contractor shall be responsible to follow the various laws applicable to his workers such as Contract Labour (Regulations & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident Fund Act, Employees State Insurance Act, etc. And the rules made there under from time to time.
41. The Contractor should make his own arrangements for providing TEA/BREAKFAST/ MEALS etc., to the labour engaged by him.

The total manpower requirement for Mechanical Maintenance is as follows:

<b>SI No</b>	<b>Description of the Work</b>	<b>SKILLED</b>	<b>SEMI-SKILLED</b>	<b>UNSKILLED</b>	<b>TOTAL</b>
1	AMC of EOT cranes	3	7	1	11
2	AMC of LMS machines	1	1	1	03
3	Wesman Furnace bogie repair work	0	0	2	02
4	Providing driver services for BHEL-HPVP Company owned vehicles	7	0	0	07
<b>Total</b>		<b>11</b>	<b>8</b>	<b>4</b>	<b>23</b>

**II-Works Engineering - Civil works:****1. Scope of Work for Upkeep Maintenance and other civil miscellaneous works in the premises of M/s. BHEL-HPVP:**

The following activities are to be carried out as directed by Engineer – in- charge from Civil Dept:  
Manpower should be deployed as per the requirement given below.

**Scope of Work for upkeep Maintenance and other civil miscellaneous works in the premises of M/s. BHEL-HPVP**

Item No	Description of Item	Qty in Nos ( A )	No. of days per Month (B)	Total No. of Months ( C )	Total no of operation for 2 years
1	<b>Upkeep Maintenance</b> a) Sweeping & Mopping in Buildings, Offices, Workshops, Cleaning of Toilets, Wash basins, Urinal basins, WC etc., Sweeping of approach Roads, etc. on Working days as per the scope of work given in the Annexure and as directed by the Engineer – in- charge. b)Sweeping and Cleaning of Roads , Berms, Drains and Parks including Stacking of Rubbish, Garbage. Dry Leaves , Waste papers Waste pacing covers, etc. And Shifting into the nearest dust pins in the near by Area and as directed by Engineer – in- charge. d) Loading of garbage from the dust-bins and around areas and unloading at Garbage yard etc. c) Maintenance of Sanitation in the public buildings, toilets of public buildings including collection and disposal of rubbish & garbage into the dust bin in the nearby area. <b>Category : Unskilled workers</b>	22	23	24	12144
2	Lifting & Shifting of Garbage, Debris, Turning & Boring Scrap generated in the shop floor, Shifting of Water Tanks and any other work by Tractor trailer as directed by the Engineer – In- Charge. Tractor Trailer will be supplied by BHEL and Operator to be deployed by the Contractor. <b>Category : skilled worker</b>	1	24	24	576
3	Cleaning and Clearing of chokes of Bath Rooms, Lavatory, Wash Basins, Gully Chambers, Man Holes and Sewage Main Line Chokes, etc. and cleaning &Lifting of Slit , polythene papers /Bags, waste cloths , Garbage & Debris etc from Drain , Manholes or any other work of Factory Buildings and Public Buildings etc. as directed by the Engineer-in-charge. <b>Category : semi-skilled workers</b>	4	24	24	2304
4	<b>Horticulture development and maintenance</b> Maintenance of Lawns, Hedges, Shrubs, Seasonal Flower Beds, Potted Plants, Vegetable Beds, Rockery Gardens etc. which include (Scope of work enclosed at Annexure – I). Operations like Watering, Weeding, Hoeing, Cutting, Tieg, Mowing, Application of Good Earth, Manure, Fertilizers and Spraying of Pesticides as instructed by Engineer-in-charge. <b>Category : unskilled workers</b>	2	23	24	1104



**ANNEXURE-I**

5	<b>Civil Maintenance</b> Carpentry related works/ Masonry related cementing works/Plumber related works are to be carried out based on the need. The scope of work is inclusive of arranging of carpenter/Masonry/ Plumber along with all necessary tools and tackles and work is to be executed as directed by the Engineer-in-charge (the rate quoted shall be excluding cost of materials which will be issued at free of cost) <b>Category : semi-skilled workers</b>	2	24	24	1152
6	Carpentry helper/ Masonry helper/Plumber helper, The scope of work is inclusive of arranging of along with all necessary tools and tackles and work is to be executed as directed by the Engineer-in-charge (the rate quoted shall be excluding cost of materials which will be issued at free of cost) <b>Category : Unskilled workers</b>	3	23	24	1656
7	<b>Structural Maintenance</b> Structural workmen who are experienced in carrying out Fit-up, Welding, Gas Cutting, etc. as per job requirement The scope of work is inclusive of arranging of along with all necessary tools and tackles and work is to be executed as directed by the Engineer-in-charge (the rate quoted shall be excluding cost of materials which will be issued at free of cost) <b>Category : Unskilled workers</b>	2	23	24	1104
Total Man days					

No of operations requirement at Works Engineering (WE) Dept. for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Un-Skilled (USW)	24960
2	Operations	Semi-Skilled (SSW)	8736
3	Operations	Skilled (SW)	3120

Uniform & Safety Appliances requirement at Works Engineering Dept.

S. No	Description	Unit	Qty
1	Uniform	No. of Pairs	118
2	Safety Shoes	No. of Pairs	59
3	Socks	No of pairs	236
4	Safety Goggles	No.	1
5	Safety Belts	Nos	1
6	Welding head shield	Nos	1
7	Plastic face shield	Nos	1
8	Leather Hand Gloves 10"	No. of Pairs	1
9	Leather Hand Gloves 16"	No. of Pairs	1
10	Canvas Hand Gloves 14"	No. of Pairs	1
11	Canvas Aprons	Nos	1
12	Ear plugs	Nos	1
13	Masks	Nos	1

**Note:**

1. Above indicated operations, uniform and safety appliances are indicative and shall be operated and issued in consultation with Engineer In -charge of WE Dept. and payment will be made at actuals.
2. Uniform and Safety Shoes issued by Contractor should be of standard quality. Uniform and Safety Shoes. Payment will be made at actuals upon certification of Engineer In-charge.
3. In case of any replacement of manpower for any reason, cost of uniform & shoes shall be borne by contractor only. BHEL will not reimburse for such replacements.
4. Safety Appliance at Sl. No:4 to 13 to be procured of standard make & Quality by the contractor and shall be handed over to the Engineer In-charge of WE Dept as per the requirement. However, payment will be made at actuals upon certification of Engineer In-charge
5. Uniform and safety appliance shall be arranged within 15 days from the receipt of LOI/ Work Order. In case non-issuance of Uniform and safety appliance by contractor, BHEL reserves the right to deduct the cost of Uniform & Safety appliances from the 1<sup>st</sup> RA Bill of the contractor with penalty of 25% on the finalized L1 rates of Uniform and safety appliances.
6. Work is to be carried out as per Special Conditions of Contract (Annexure-II) and Schedule of Quantities & Rates.
7. Daily workers deployment will be decided by Engineer In -charge of the WE department based on work load.

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**III-MM STORE:**

**Sub:** Material Handling Contract in MM-Stores department of BHEL-HPVP, Visakhapatnam for a period of one year.

Sl. No.	Work Point	Shift	Description of Work
01	Receipt Stores	G	Recording the receipt of Materials in DRR, Operating the Forklift and Battery Truck. Receipt of Materials from Supplier / Customer, Counting of Materials and keeping the same in appropriate location, handing over the materials to holding Stores. Assisting to carry out the Inspection, Marking of PM / GM Number and other identity by Paint / Hard Punch, Assisting for preparation of GR. Dispatch of documents. Unloading the Materials in Receipt Stores. Helping to Check the Identity of Materials, Shifting the materials to Holding Stores or other location in BHEL-HPVP. Handing over SRV to Finance and also handling over the documents to concerned department, Assisting to physical verification. Other work assigned by Stores Officials.
02	Electrode Stores	G	Receipt of Electrodes, Gases & Tools Safety items and other consumables from Receipt Stores and keep the materials in appropriate Rack. Assisting to Identify the appropriate Material code based on the Description, Specification and update the record for the received quantity. Issue the materials from appropriate location on receipt of Material Requisition. Maintaining de-humidified Room. Assisting to carry out the Inspection. Assisting for Preservation of Materials. Handing over the materials to Production Shop, Dispatch of documents. Other Work assigned by Stores Officials.
03	Spare Parts Stores	G	Receipt of Maintenance Spares, Capital items & Production Accessories from Receipt Stores, Diesel from supplier and keep the materials in appropriate Rack/location. Assisting to Identify the appropriate Material code based on the Description, Specification and update the record for the received quantity. Issue the materials from appropriate location on receipt of Material Requisition. Assisting for Preservation of Materials. Handing over the materials to Works Engineering Department. Assisting to carry out the Inspection, Rigging operation and Dispatch of documents. Other Work assigned by Stores Officials.
04	Plate Yard	G	Receipt of Plates/ Structural Materials/Pipes/Tubes from Supplier and keep the materials in appropriate location. Assisting to Identify the appropriate Material code based on the Description, Specification and update the record for the received quantity. Issue the materials from appropriate location. Carrying out to loading/unloading/shifting operation at Plate Yard. Handing over the materials to Production Shop/Logistics/ OC Vendors, assisting to carry out the Inspection and rigging operation. Dispatch of documents. Receipt of un-utilized/ Off Cuts materials from Production/OS Vendors returned through RSV. Assisting for Preservation of Materials. Sorting out of Off-Cuts / Plates on Grade -wise. Marking the identification Mark in the plate material. Other Work assigned by Stores Officials.

Sl. No.	Work Point	Shift	Description of Work
05	SS Yard	G	Receipt of CS/SS/LAS Pipes & Tubes/ Rods/Rounds/Forged Rods/ Flats from Supplier and keep the materials in appropriate location. Assisting to Identify the appropriate Material code based on the Description, Specification and updating the record for the received quantity. Issue the materials from appropriate location. Carrying out to loading/unloading / shifting operation at Steel Yard. Handing over the materials to Production Shop/Logistics/ OC Vendors. Assisting to carry out the Inspection and rigging operation. Dispatch of documents. Receipt of un-utilized/ Off Cuts materials from Production/OS Vendors returned through RSV. Assisting for Preservation of Materials. Sorting out of Steel Materials on Grade -wise. Marking the identification Mark in the Steel material. Other Work assigned by Stores Officials.
06	Production Stores	G	Receipt of Fittings, Fasteners, Gaskets, Valves, Wire, Wire/Weld Mesh, Non Ferrous Plates/Tubes/Pipes, Forged Nozzles/Flanges & other misc. items from Receipt Stores and keep the materials in appropriate location. Assisting to Identify the appropriate Material code based on the Description, Specification and update the record for the received quantity. Issue the materials from appropriate location. Operating Forklift/ Battery Truck. Assisting for carrying out the physical verification. Marking the identity by painting/ Hard Punch. Assisting for Preservation of Materials by applying rust preventive Oil. Handing over the materials to Production Shop, assisting to carry out the Inspection, and rigging operation. Dispatch of documents. Other Work assigned by Stores Officials.
07	Scrap Yard	G	Collection of Scraps from Production Shops. Receipt of Materials from OS/E & C Department contractors and regularized against MRV from OS/ E& C Department. Assisting for disposal of Scraps materials, Loading the Scraps on Trucks arranged by our Sister Unit at Haridwar, sorting out of the Scrap on Materials -wise (i.e., SS/CS/Non-Ferrous/Turning & Boring / Heavy Metal Melting Scrap. Other work assigned by Stores Officials, Assisting to physical verification.

**Note:**

- i) Though not mentioned, any activity which is required at MM-Stores Dept. shall be carried out and the same shall be included in Bidder's scope.
- ii) Deployed workmen shall be hale and healthy to carryout material handling works
- iii) The above-mentioned activities shall be carried out by 12 un-skilled and 8 Semi Skilled workers on each working day. In case of absenteeism, contractor should able to deploy required manpower on each day.

No of operations requirement at MM-Stores Dept. for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Un-Skilled (USW)	7488
2	Operations	Semi-Skilled (SSW)	4992

**ANNEXURE-I****Uniform & Safety Appliances requirement at MM-Stores Dept.**

<b>S. No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>
1	Uniform	No. of Pairs	40
2	Safety Shoes	No. of Pairs	40
3	Socks	No of pairs	80
4	Plastic face shield	Nos	2
5	Leather Hand Gloves 10"	No. of Pairs	60
6	Safety Helmet	Nos	40

**Note:**

1. Above indicated operations, uniform and safety appliances are indicative and shall be operated and issued in consultation with Engineer In -charge MM-Stores Dept. and payment will be made at actuals.
2. Uniform and Safety Shoes issued by Contractor should be of standard quality. Uniform and Safety Shoes. Payment will be made at actuals upon certification of Engineer In-charge.
3. In case of any replacement of manpower for any reason, cost of uniform & shoes shall be borne by contractor only. BHEL will not reimburse for such replacements.
4. Safety Appliance at Sl. No:4 to 6 to be procured of standard make & Quality by the contractor and shall be handed over to the Engineer In-charge of MM-Stores Dept as per the requirement. However, payment will be made at actuals upon certification of Engineer In-charge
5. Uniform and safety appliance shall be arranged within 15 days from the receipt of LOI/ Work Order. In case non-issuance of Uniform and safety appliance by contractor, BHEL reserves the right to deduct the cost of Uniform & Safety appliances from the 1<sup>st</sup> RA Bill of the contractor with penalty of 25% on the finalized L1 rates of Uniform and safety appliances.
6. Work is to be carried out as per Special Conditions of Contract (Annexure-II) and Schedule of Quantities & Rates.
7. Daily workers deployment will be decided by Engineer In -charge of the MM-Stores department based on work load.

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**IV. LOGISTICS:**

Sl. No.	Type of Operation	Description of Work
01	Unskilled	i. Segregation of materials, handling of materials, helping to loading crew while loading of customer material on trailer / trucks. ii. Unloading of fabricated items from vehicles received from OS vendors and segregating the same. iii. Arrangement of Xerox copies for above mentioned Despatch Documents and Distribution to Finance, Commercial, PMG, Planning, Production, Outsourcing and R & D Depts. iv. Regular cleaning of Receipt Stores, Wood cutting machine yard & Work area around Logistics Dept. v. Any other work as assigned from time to time.
02	Semi-Skilled	Making of wooden packing boxes, preparation of saddles and other carpentry works / Documentation preparation, receipt of material, loading co-ordination and similar works
03	Skilled	Material receipt, material packing, documentation and updating records in computer.

**Note:**

- i) Though not mentioned, any activity which is required at Logistics Dept. shall be carried out and the same shall be included in Bidder's scope.

No of operations requirement at Logistics Dept. for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Un-Skilled (USW)	2496
2	Operations	Semi-Skilled (SSW)	624
3	Operations	Skilled (SW)	624

Uniform & Safety Appliances requirement at Logistics Dept.

S. No	Description	Unit	Qty
1	Uniform	No. of Pairs	12
2	Safety Shoes	No. of Pairs	6
3	Socks	No of pairs	12
4	Leather Hand Gloves 16"	No of pairs	12

**Note:**

- Above indicated operations, uniform and safety appliances are indicative and shall be operated and issued in consultation with Engineer In -charge of Logistics Dept. and payment will be made at actuals.
- Uniform and Safety Shoes issued by Contractor should be of standard quality. Uniform and Safety Shoes. Payment will be made at actuals upon certification of Engineer In-charge.
- In case of any replacement of manpower for any reason, cost of uniform & shoes shall be borne by contractor only. BHEL will not reimburse for such replacements.
- Safety Appliance at Sl. No:4 to be procured of standard make & Quality by the contractor and shall be handed over to the Engineer In-charge of Logistics Dept as per the requirement. However, payment will be made at actuals upon certification of Engineer In-charge.

5. Uniform and safety appliance shall be arranged within 15 days from the receipt of LOI/ Work Order. In case non-issuance of Uniform and safety appliance by contractor, BHEL reserves the right to deduct the cost of Uniform & Safety appliances from the 1<sup>st</sup> RA Bill of the contractor with penalty of 25% on the finalized L1 rates of Uniform and safety appliances.
6. Work is to be carried out as per Special Conditions of Contract (Annexure-II) and Schedule of Quantities & Rates.
7. Daily workers deployment will be decided by Engineer In -charge of the Logistics department based on work load.

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**V- OUTSOURCING:**

- a. Contractor has to supply one Office Helper/ Messenger (unskilled worker) in OS dept. On daily basis.
- b. Supply of labour on all days including Sundays and Public Holidays as & when required.
- c. Works included Movements of files to and from various departments inside factory area as well as Admin building, Submission & Receiving of official courier etc, helper/ messenger
- d. Any other works as directed by Engineer-in-charge of Outsourcing

No of operations requirement at Outsourcing (OS) Dept. for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Un-Skilled (USW)	624

Uniform & Safety Appliances requirement at Works Engineering Dept.

S. No	Description	Unit	Qty
1	Uniform	No. of Pairs	2

Note:

1. Above indicated operations, uniform and safety appliances are indicative and shall be operated and issued in consultation with Engineer In -charge OS Dept. and payment will be made at actuals.
2. Uniform and Safety Shoes issued by Contractor should be of standard quality. Uniform and Safety Shoes. Payment will be made at actuals upon certification of Engineer In-charge.
3. In case of any replacement of manpower for any reason, cost of uniform & shoes shall be borne by contractor only. BHEL will not reimburse for such replacements.
4. Uniform and safety appliance shall be arranged within 15 days from the receipt of LOI/ Work Order. In case non-issuance of Uniform by contractor, BHEL reserves the right to deduct the cost of Uniform from the 1<sup>st</sup> RA Bill of the contractor with penalty of 25% on the finalized L1 rates of Uniform.
5. Work is to be carried out as per Special Conditions of Contract (Annexure-II) and Schedule of Quantities & Rates.
6. Daily workers deployment will be decided by Engineer In -charge of the OS department based on work load.

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**VI- GUEST HOUSE****Service contract to carry out Guest house activities like office helper/Guest house care taker/other miscellaneous works etc.**

- a. Contractor has to supply 3 unskilled workers at Guest House on daily basis.
- b. Contractor has to supply three skilled workers (should have computer knowledge for billing and maintaining of records in the system)
- c. Supplied manpower should be engaged in A, B and C shifts as per BHEL requirement.
- d. Supply of labour on all days including Sundays and Public Holidays as & when required.
- e. Works included Movements of files to and from various departments inside factory area as well as Admin building, Submission & Receiving of official courier etc, helper/ messenger
- f. Helper / Care taker Works and other Miscellaneous works at Guest House
- g. Any other works as directed by Engineer-in-charge of Outsourcing and Guest House

No of operations requirement at Guest House (GH) Dept. for the period of Two Years (24 Months)

Sl. No	Unit	Type of Skill Required	Qty. for two years
1	Operations	Un- Skilled (USW)	1872
2	Operations	Skilled (SW)	1872

Uniform & Safety Appliances requirement at Guest House Dept.

S. No	Description	Unit	Qty
1	Uniform	No. of Pairs	12

**Note:**

1. Above indicated operations, uniform and safety appliances are indicative and shall be operated and issued in consultation with Engineer In -charge GH Dept. and payment will be made at actuals.
2. Uniform and Safety Shoes issued by Contractor should be of standard quality. Uniform and Safety Shoes. Payment will be made at actuals upon certification of Engineer In-charge.
3. In case of any replacement of manpower for any reason, cost of uniform & shoes shall be borne by contractor only. BHEL will not reimburse for such replacements.
4. Uniform and safety appliance shall be arranged within 15 days from the receipt of LOI/ Work Order. In case non-issuance of Uniform by contractor, BHEL reserves the right to deduct the cost of Uniform from the 1<sup>st</sup> RA Bill of the contractor with penalty of 25% on the finalized L1 rates of Uniform.
5. Work is to be carried out as per Special Conditions of Contract (Annexure-II) and Schedule of Quantities & Rates.
6. Daily workers deployment will be decided by Engineer In -charge of the GH department based on work load.

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**SPECIAL CONDITIONS OF CONTRACT**

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1. The contractor should arrange work generally in two shifts 6.00AM to 2.30 PM and 2.30PM to 11.30PM and in General Shift 8.00AM to 4.30PM in all working days of the Department and to arrange in shifts also as per the instruction of Engineer-in-charge. If required, work is to be carried out on Sundays / Holidays as required and no extra payment will be made on this account by company.
2. Since the work involves different agencies, contractor should co-ordinate with other agencies to plan the work and ensure the progress of work as directed by Engineer-in-charge.
3. The rate includes all depths/ heights and leads/lifts including work at any level.
4. Contractor should produce labour insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.,
5. (a) The contractor shall arrange his own tools like screw driver, cutting players, AC test lamp, spanners and other tools required to complete the job along with supply of manpower.  
(b) The contractor shall arrange his own tools, material required for digging, cable laying, masonry work and other tools required to complete the job along with supply of manpower.
6. All tools, plants and materials brought inside the campus should be registered at the security gate while bringing inside. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material had been brought inside.
7. The contractor shall attend the breakdowns / shutdowns, repair works on emergency basis as per the instructions of Engineer-in-charge. The work also to be organized on Sundays or Holidays as per the requirement, however no extra claim for working on Sundays/Holidays shall be entertained.
8. The contractor should follow the rules and regulations annexed with for employment of labour by contractors in BHEL-HPVP.
9. In respect of material supplied by BHEL, if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bill/s at the rates fixed by the department.
10. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam.
11. The quoted rate shall be fixed & firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item. The contractor shall take into consideration for the labour rate increase during the contract period and same to be considered while quoting the rate for each item.
12. **Towards Statutory Liability (if applicable):**
  - a) All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, payment of Gratuity Act- 1972, ESI Act-1948, The Contract Labour (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with latest version by the contractor.
  - b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
  - c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
  - d) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.

**SPECIAL CONDITIONS OF CONTRACT****:: 2 ::**

- e) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
  - f) Contractor shall be solely responsible for non-payment/ delayed payment of wages/ DA, contributions under EPF, ESI Act etc.
  - g) Payment to the workers is to be made through bank by the way of online transfer to their individual accounts **by 10<sup>th</sup> of every month**. Necessary proof is to be submitted along with the monthly bill. Once the contract is awarded, it is the responsibility of contractor to pay wages of intermediate minimum wages revision by Govt. and BHEL is not responsible to pay any additional amount due to such minimum wage revision by Govt. The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL-HPVP, Visakhapatnam from time to time. **The present rate of minimum wages is enclosed at Annexure – IV.**
  - h) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
  - i) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
  - j) Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
  - k) Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
  - l) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
  - m) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
  - n) The tenderer should satisfy all the statutory obligations required under statutes of the Government from time to time.
  - o) The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company.
13. The contractor should make his own arrangement for providing TEA / BREAKFAST / MEALS etc., to the labour engaged by him and BHEL, Visakhapatnam shall not issue any subsidized coupons for this purpose.
14. The contractor shall provide identity cards to the labour engaged by him, which will be produced by them on demand to officers or other staff of the company. The company's security personnel shall have the right to check the persons of contractor's employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or his employees.
15. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
16. The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Jacket, Safety Shoe, Helmet, Gloves, Masks are must for all workers and the other appliances as per the need & requirement of the work) to his laborers and shall be solely responsible for the same.

**SPECIAL CONDITIONS OF CONTRACT****:: 3 ::**

17. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the In-charge (Safety) and Engineer In-charge of respective Department where the man power deployed.
18. The contractor shall not employ Sub-Contractor without the prior approval of the company.
19. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.
  - a. Muster Roll
  - b. Muster Roll-Cum Wage Register
  - c. Register of Over Time
  - d. Register of Fines
  - e. Register of Advances
  - f. Register of Deductions
  - g. To issue Employment Card to the Workmen
  - h. To issue Wage Slip
  - i. In case of termination of employment, the contractor shall issue service certificate
20. The agreement / contract shall remain in force for a period of **24 Months** from the issue of work order or unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below.
  - a) If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
  - b) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.
21. The contract can be terminated by M/s BHEL with **One (1) Month notice** by BHEL without assigning any reason whatsoever. However, it is contractor's responsibility/ obligation to continue the said service as per contract till the new contract is finalized.
22. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
23. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
24. The contractor shall take necessary license in respect of his trade / business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulation & Abolition) act for engagement of labour.
25. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from

**SPECIAL CONDITIONS OF CONTRACT****:: 4 ::**

all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.

26. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.
27. The contractor shall intimate to **Sr Manager (IR) / IR Department officials** in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.
28. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
29. No wage period shall exceed one month.
30. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
31. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

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Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 1 OF 24

# TABLE OF CONTENTS

## 1. CHAPTER-1: GENERAL INSTRUCTIONS TO TENDERERS

- 1.1. DESPATCH INSTRUCTIONS
- 1.2. SUBMISSION OF TENDERS
- 1.3. LANGUAGE
- 1.4. PRICE DISCREPANCY
- 1.5. QUALIFICATION OF TENDERERS
- 1.6. EVALUATION OF BIDS
- 1.7. DATA TO BE ENCLOSED
- 1.8. AUTHORISATION AND ATTESTATION
- 1.9. EARNEST MONEY DEPOSIT
- 1.10. SECURITY DEPOSIT
- 1.11. RETURN OF SECURITY DEPOSIT
- 1.12. BANK GUARANTEE
- 1.13. VALIDITY OF OFFER
- 1.14. EXECUTION OF CONTRACT AGREEMENT
- 1.15. REJECTION OF TENDER AND OTHER CONDITIONS
- 1.16. EMD EXEMPTION FOR MSME VENDORS
- 1.17. FRAUD PREVENTION POLICY

## 2. CHAPTER-2

- 2.1. DEFINITIONS
- 2.2. HEADING OF THE CONDITIONS
- 2.3. CONTRACT DOCUMENTS
- 2.4. WORKS TO BE CARRIED OUT
- 2.5. DEVIATIONS
- 2.6. TIME
- 2.7. STORE AND MATERIALS
- 2.8. DELAY AND TIME EXTENSION
- 2.9. PATENT RIGHTS
- 2.10. TAXES AND DUTIES
- 2.11. ROYALTIES
- 2.12. PLANT
- 2.13. ASSIGNMENT OR TRANSFER OF CONTRACT
- 2.14. LAWS GOVERNING THE CONTRACT
- 2.15. COMPLIANCE TO REGULATION AND BYE LAWS
- 2.16. ORDERS UNDER THE CONTRACT
- 2.17. ADMISSION TO THE SITE:
- 2.18. CONTRACTORS SUPERVISORS
- 2.19. LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR
- 2.20. ACCOMMODATION FOR LABOUR
- 2.21. ANTI MALARIAL PRECAUTION
- 2.22. CONSERVANCY
- 2.23. NUISANCE:

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 2 OF 24

- 2.24. WATER & ELECTRICITY
- 2.25. TEMPORARY WORKSHOPS STORES etc.
- 2.26. STORES AND MATERIALS ON SITE
- 2.27. TOOLS AND PLANTS ON SITE
- 2.28. STATEMENT OF HIRE CHARGES
- 2.29. PRECAUTIONS AGAINST RISK
- 2.30. NOTICES AND FEES
- 2.31. SETTING OUT OF THE WORK & PROTECTING/ MAINTAINING SIGNALS & MARKS
- 2.32. SITE DRAINAGE
- 2.33. EXCAVATION RELICS etc.
- 2.34. FOUNDATIONS:
- 2.35. COVERING OF WORK
- 2.36. APPROVAL OF WORKS BY STAGES:
- 2.37. EXECUTION OF WORK
- 2.38. RESPONSIBILITY FOR BUILDINGS
- 2.39. INSPECTION OF WORKS
- 2.40. DAMAGE AND LOSS TO PRIVATE PROPERTY AND INJURY TO WORKS
- 2.41. COMPLETION
- 2.42. COMPENSATION AS LIQUIDATED DAMAGES FOR DELAY
- 2.43. CANCELLATION OF CONTRACT FOR CORRUPT ACTS
- 2.44. CANCELLATION OF CONTRACT DUE TO INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUBLETTING OF CONTRACT
- 2.45. CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT
- 2.46. TERMINATION OF CONTRACT DUE TO DEATH
- 2.47. SPECIAL POWERS OF TERMINATION
- 2.48. FAIR WAGE

### **3. CHAPTER-III- VALUATION AND PAYMENT**

- 3.1. RECORDS AND MEASUREMENTS
- 3.2. FINAL BILLS
- 3.3. PAYMENTS OF BILLS
- 3.4. RECOVERY FROM THE CONTRACTOR
- 3.5. POST TECHNICAL AUDIT OF WORK & BILLS
- 3.6. REFUND OF SECURITY DEPOSIT
- 3.7. ARBITRATION
- 3.8. IMPLEMENTATION OF PROVISION OF THE APPRENTICE ACT
- 3.9. SAFETY AND SECURITY

Ref : OS/FA/2024-26/34/31 Dt 03.07.2024	ANNEXURE – III
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 3 OF 24

## CHAPTER -1

### GENERAL INSTRUCTION TO TENDERERS

#### 1.1. **DESPATCH INSTRUCTION:**

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., they shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
- iii) Integrity pact (IP) shall be applicable for all tenders / contracts if indicated in NIT. This integrity pact shall be issued as part of the Tender documents and shall be returned by the bidder along with Techno-commercial bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with BHEL shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification

#### 1.2. **SUBMISSION OF TENDERS:**

- 1.2.1 The tenderers must submit their tenders as per instructions in the NIT
- 1.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.** Offers received by Fax/Email/Internet shall be considered as per terms of NIT.
- 1.2.3 Tenders shall be opened by authorised Officers of BHEL at the place, time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present
- 1.2.4 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 1.2.5 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

#### 1.3. **LANGUAGE:**

- 1.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 1.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

#### 1.4 **PRICE DISCREPANCY:**

- 1.4.1 **Conventional (Manual) Price Bid opening:** In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
  - i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
  - ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
  - iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.



Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 4 OF 24

- iv) In case of lump sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However, the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.
- vi) The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'iv' above.

1.4.2 **Reverse Auction:** In case of Reverse Auction, the successful bidder shall undertake to execute the work as per overall price offered by him during the Reverse Auction process. In case of omission of rates, the procedure shall be as per 'Guidelines for Reverse Auction' enclosed.

#### 1.5. **QUALIFICATION OF TENDERERS:**

- i) Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.
- ii) Offers from tenderers who do not have proven and established experience in the field shall not be considered
- iii) Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.
- iv) Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India shall not be considered.

#### 1.6. **EVALUATION OF BIDS:**

- i) Techno-commercial Bids submitted by the tenderer will be opened first and evaluated for fulfilling the Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour + consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v) Price Bids of shortlisted bidders shall only be opened either through the conventional price bid opening or through electronic Reverse Auction, at the discretion of BHEL
- vi) Price Bids of unqualified bidders shall not be opened. After release of Letter of Intent / Work Order, the un-opened bids (including price bids) shall be returned to respective bidder along with reasons for not opening the bid.

#### 1.7. **DATA TO BE ENCLOSED:**

Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

- i) **INCOME TAX PERMANENT ACCOUNT NUMBER**  
Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- ii) **GSTIN REGISTRATION NUMBER**  
Certified copies of GSTIN Numbers for the Company/Firm/Individual Partners, etc. shall be furnished along with tender
- iii) **ORGANIZATION CHART**  
The organization chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.  
An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor
- iv) **IN CASE OF INDIVIDUAL TENDERER:**  
His / her full name, address and place & nature of business.

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 5 OF 24

v) **IN CASE OF PARTNERSHIP FIRM**

The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.

vi) **IN CASE OF COMPANIES:**

- Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

**1.8. AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders

**1.9. EARNEST MONEY DEPOSIT:**

1.9.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

- Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
- Electronic Fund Transfer credited in BHEL account (before tender opening).
- Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer

In case total EMD amount is more than ₹ 20 Lakh, the amount in excess of ₹ 20 lakhs may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

1.9.2 EMD by the tenderer will be forfeited as per NIT conditions, if:

- 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.
- The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
- EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

1.9.3 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

1.9.4 EMD shall not carry any interest.

1.9.5 EMD of successful tenderer will be retained as part of Security Deposit.

**1.10. SECURITY DEPOSIT:**

- Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- The total amount of the security deposit will be **5%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

**C. Modes of Deposit:**

The balance amount to make up the required Security Deposit of **5%** of the contract value may be accepted in the following forms:

- Cash (as permissible under the extant Income Tax Act)
- Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. The bank guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
- 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)

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 6 OF 24

(**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)

**D. Collection of Security deposit:**

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance 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.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

(Note: In case of (a) small value contracts not exceeding ₹ 20 Lakh or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.

F. The security deposit shall not carry any interest.

1.10.1 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

1.10.2 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

**1.11. RETURN OF SECURITY DEPOSIT:**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses/ other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

**1.12. BANK GUARANTEE:**

Where ever Bank Guarantees are to be furnished/ submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks/ Public Financial Institutions as recommended by BHEL time to time.
- ii) The Bank Guarantees shall be as per prescribed formats of BHEL.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Engineer-in-Charge / Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Engineer-in-Charge / Construction Manager and submitted to the BHEL Visakhapatnam.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Finance Bills, BHEL, HPVP, Visakhapatnam – 530012

**1.13. VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
<b>GENERAL CONDITIONS OF CONTRACT (Works / Services)</b>	<b>PAGE 7 OF 24</b>

negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

**1.14. EXECUTION OF CONTRACT AGREEMENT:**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent / Work Order by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Work Order, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by Contractor.

**1.15. REJECTION OF TENDER AND OTHER CONDITIONS:**

1.15.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

1.15.2 Conditional tenders, unsolicited tenders, tender which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

1.15.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL or tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. BHEL reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in a position to execute this job'. The decision of BHEL will be final in this regard.

1.15.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

1.15.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.15.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

1.15.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.

1.15.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.15.9 1.15.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site-in-charge / Engineer-in-Charge. The tenderer is solely responsible to BHEL for the work awarded to him.

1.15.10 1.15.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.

1.15.11 1.15.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e. contract value shall be worked out after considering the discount so offered.

1.15.12 1.15.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**1.16. EMD EXEMPTION FOR MSME VENDORS:**

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>		<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam		
GENERAL CONDITIONS OF CONTRACT (Works / Services)		PAGE 8 OF 24

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate in similar works having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer”.

#### **1.17. FRAUD PREVENTION POLICY:**

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

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## **CHAPTER-II**

### **2.1 DEFINITIONS:**

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires: -

- (a) The “CONTRACT” means the documents forming the tender and acceptance thereof together with all the documents referred to therein including General and Special conditions of contract, CPWD specifications Vol. I to VII as amended up

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 9 OF 24

to date and the drawings. All the documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

- (b) The “TENDER DOCUMENT” means the form of tender as applicable General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including “Notice Inviting Tender”.
- I The “WORK” means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-in-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The “SITE” means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- I The “CONTRACTOR” means the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the person(s) composing the firm or company and the permitted assigns of such individuals or firm or company.
- (f) The abbreviations “SE/ Dy. Mgr/ Mgr./ Sr. Mgr/ DGM/ Sr. DGM/ AGM/ GM” means Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr. Dy. General Manager / Additional General Manager / General Manager respectively who will direct the contract.
- (g) The “ENGINEER-IN-CHARGE “ means the Engineer/ Sr. Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) “APPROVED” means the approval of directions of the Sr. Manager/ Manager/ Dy. Manager or person deputed by them for the particular purpose.
- “Bharat Heavy Electricals Limited” hereinafter referred to as BHEL shall mean the Head of the contracting / Outsourcing department / Other Administrator or other Administrative Officers of the said Company including the Engineer-in-Charge, Sr. Manager or other executive deputed by BHEL is authorized to invite tenders and enter into contract for works on behalf of the Company. BHEL means the Bharat Heavy Electricals Limited/ HPVP plant of the said Company at Visakhapatnam.
- (j) In the case of percentage rate contract, “Contractor’s percentage” shall if the context so permits means the uniform percentage tendered by the contractor and accepted by the Accepting Officer and expression “Contract Rates” shall refer to rates in the Schedule of Quantities & Rates (SOQR).
- (k) The “CONTRACT SUM” means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (l) The “FINAL SUM” means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (m) The “TIME OF COMPLETION” is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.
- n) A “WEEK” means seven days without regard to the number of hours worked in any day in that week.
- (o) A “DAY” means a day of 24 (twenty-four) hours irrespective of the number of hours worked or not worked in that day.
- (p) A “WORK DAY” means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (q) “DEVIATION ORDER” means any order given by the Engineer-in-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- I “EMERGENCY WORK “ means any urgent measures which in the opinion of the Engineer-in-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (s) “PROVISIONAL SUM” or “PROVISIONAL LUMPSUM” means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (t) “PROVISIONAL ITEMS” means items for which approximate quantities have been included in the tender documents.

## **SCOPE OF WORK**

### **2.2 HEADING OF THE CONDITIONS:**

The heading to these conditions shall not affect the interpretation thereof. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>10</b> OF <b>24</b>

### 2.3 CONTRACT DOCUMENTS:

The accepting officer shall furnish to the contractor on demand, two copies of the signed drawings and schedule, and copies of all other relevant documents and specifications and the Engineer in- charge or his representative shall have, at all reasonable times, access to them.

### 2.4 WORKS TO BE CARRIED OUT:

The contractor shall, except as provided under schedule include all labour, materials, tools, plant, equipment & transport which may be required in preparation for, and in the entire execution and full completion of work. Schedule shall be deemed to have prepared in accordance with good practice and recognized principles & unless otherwise stated the descriptions given therein shall be held to include rate on materials, carriage, and cartage, lead, return of empties, hoisting, setting, fitting in position and all other labour necessary in and for the entire execution and full completion aforesaid. Any error in description or in quantity in schedule or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised there in accordance to the drawings and material workmanship but the articles or materials specified may be obtained from any other firm subject to the prior written approval of the Unit Head of the First Party.

In case of any discrepancy between schedule, the specification and/ or the drawings, the Accepting Officer shall be the deciding authority as to which shall prevail and his decision shall be final and conclusive. If neither drawings nor specifications contain any mention of minor details of construction, which in the opinion of the Accepting Officer are essentially as are reasonably and obviously and fairly intended for the satisfactory completion of the work, whose decision shall be final and conclusive. Such details shall be provided by the contractor without any extra cost as if they were specifically mentioned and shall be deemed to be included in the contract. The contractor shall be deemed to have satisfied himself as to the nature of site, local facilities of access and all matters affecting the execution and completion of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed by the First Party.

### 2.5 DEVIATIONS:

The contractor shall not make any alteration and addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-Charge. No such DEVIATION from the work described in the tender documents shall be valid unless the same has been specifically confirmed in writing.

The Accepting Officer may deviate, either by way of addition or deduction from the work so described provided that the contract sum thereby carried on the whole, by not more than the percentage set out in the tender documents. The value, of all additions and deductions will be added to or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations, which are to be made on the lump sum assessment or the proposed basis of payment, the extra items allowed, if any, and the date for completion of entire contract. Any objection by the contractor to any matter consisting the order shall be notified by him in writing to Engineer-in-Charge within seven days from the date of such order, but under no circumstance shall the work be stopped (unless so ordered by the Engineer-in-Charge) owing to such difference or controversy that may arise from such an objection by the contractor. The Contractor shall be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with Engineer-in-Charge regarding the terms of proposed deviation, the objection shall be referred to the Accepting Officer or officer authorized by Accepting Officer whose decision shall be binding on the contractor.

### 2.6 TIME:

Time is the essence of the contract and is specified in the tender document or in each individual work order.

As soon as possible after the contract is let or any substantial work order is placed and before the work is to begin, the Engineer-in-Charge and the contractor shall (if so required by the Engineer-in-Charge) agree a time and progress chart for completion of the work within the scheduled time. The chart in the work order shall have the completion date of the individual items thereof and/ or the contract or order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various processes or sequences of the work, and shall be amended as may be required by agreement between Engineer-in-Charge and contractor writing the limitations of time imposed in the tender document or order.

In the absence of any specific time and progress chart to be agreed to between the contractor and Engineer-in-Charge , the contractor shall ensure and maintain, uninterrupted progress of the work such that the entire work shall be completed within the time imposed in the tender documents or order and the proportion of work that shall be completed up to any time in relation to the entire work to be done under the contract or order shall not be less than the proportion that the time elapsed bears to the total time of completion provided in the tender documents or order. The contractor shall suspend the execution of the work or any part or parts thereof whenever called upon in writing by the Engineer-in-Charge. The contractor will be allowed an extension of time for completion limited to not less than the period of suspension but no other claim in respect for compensation or otherwise whatsoever will be admitted. Time may also be extended to allow for alteration of work made by the deviation order as may be decided upon by the Engineer-in-Charge in consultation with the contractor.

### 2.7 STORE AND MATERIALS:

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>11</b> OF <b>24</b>

The contractor shall, at his own expense, supply all stores and material required for the contract other than free issue materials provided by BHEL at the rates detailed therein subject to their availability at the place of issue indicated therein. All stores and materials to be supplied by the contractor shall be of the best kind as described in the specification and the contractor shall ensure that the stores and materials so comply with the specifications. The contractor shall, at his own expense and without delay, supply samples of stores and materials proposed to be used in the execution of the work for the approval of Engineer-in-Charge, who may reject all stores and materials not corresponding either in quantity or character to the approved samples. The stores and materials so rejected shall be duly replaced by the Contractor in time to ensure completion of the work as scheduled and the rejected stores/ materials shall also be replaced by him at his own cost and effort.

In case of stores and material provided by BHEL, the contractor shall bear the cost of loading, transporting to site, unloading, storing under cover and as required, assembling and jointing the several parts together as necessary and incorporating fixing these stores and materials in the work including all preparatory work of whatever description that may be required, and returning empty cases or containers to the place of issue without any extra charge.

## **2.8 DELAY AND TIME EXTENSION:**

If in the opinion of Engineer-in-Charge the work is delayed by any one or more of the following:

- 1) By reason of abnormally bad weather,
- 2) By reason of serious loss or damage by fire,
- 3) By reason of civil commotion, local combination of worker, strike or lockout, affecting any of the trades employed on the work,
- 4) By delay on the part of the agency or tradesmen engaged by B.H.E.L./ HPVP in executing work not performing part of this contractor,
- 5) Earthquake & floods
- 6) Busy of nation
- 7) Riots
- 8) Non-availability of stores which are responsibility of BHEL etc. the same shall be covered under force majeure.
- 9) Any Other Reason.

By reason of any other cause, which in the absolute discretion of the Engineer-in-Charge (when he is the accepting officer of the contract), is beyond the contractor control. When in such case(s) the accepting officer, on recommendation of the Engineer-in-Charge (or higher authority) to be specified in this regard, may make fair and reasonable extension in the completion date of the individual items of work of the contract as a whole. Such extension, which will be communicated to the contractor by the Engineer-in-Charge in writing, but shall nevertheless use constantly his best endeavour 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. The delay caused on this account may be waived by the Accepting Officer on merit, based on the written request of the Contractor.

## **2.9 PATENT RIGHTS:**

The contractor shall fully indemnify BHEL or the agent servant or employees or BHEL against any action, claim or proceeding to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of article or part thereof included in the contract. In the event of any claims being made or action against BHEL in respect of any of the matters aforesaid, the contractor shall immediately be notified thereof for taking necessary action provided that the payment of indemnity shall not apply when such infringement has taken place, in complying with the specific direction issued by BHEL but the contractor shall pay any royalties payable in respect of any such use.

## **2.10 TAXES & DUTIES:**

All charges on account of taxes and/or duties on materials obtained for the work (excluding materials provided by BHEL) shall be as per Notice of Inviting tender.

## **2.11 ROYALTIES:**

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, after which the contractor may be allowed to remove from quarries situated on land, which is in the charge of BHEL authorities.

## **2.12 PLANT:**

The contractor, shall at his own expense, supply all tools plants and equipment (herein after referred to as T & P) required for the execution of the contract, as specified in the tender documents.



Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>12</b> OF <b>24</b>

## **2.13 ASSIGNMENT OR TRANSFER OF CONTRACT:**

The contractor shall not without prior written approval of the accepting officer, assign or transfer the contract or any part thereof or any share, or interest wherein to any other person. No sum of money which may become payable under the contract shall be payable to any person other than the contractor without prior written approval of Accepting Officer to the assignment or transfer of such money.

**SUB CONTRACT:** The contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Officer.

## **2.14 LAWS GOVERNING THE CONTRACT:**

BHEL reserves the right to take penal action as deemed fit if any information provided by the vender / contractor is found to be incorrect. This contract shall be governed by the Indian Laws for the time being in force.

## **2.15 COMPLIANCE TO REGULATION AND BYE LAWS:**

The contractor shall conform to the provisions of any statute relating to the work and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings with whom/whose systems the work is proposed to be connected. Before making any variation from the drawings or specifications so as to necessitate for such connections the contractor shall give notice to Engineer-in-Charge specifying the variations proposed to be made and the reasons thereof. Until he has received instructions from the Engineer-in-Charge in respect thereof, the contractor required shall be bound to give all notice by statute regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

### **PERFORMANCE OF THE CONTRACT**

## **2.16 ORDERS UNDER THE CONTRACT:**

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in tender of the contractor, shall be deemed to have been on the date when in ordinary course they would have been delivered to him. The contractor shall carry out without delay all orders given to him.

## **2.17 ADMISSION TO THE SITE:**

The contractor shall not enter on (other than for inspection purpose) or take possession of the site unless permitted to do so by Engineer-in-Charge. The portions of the site to be occupied by the contractor shall be clearly defined and marked on the site plan, and the contractor will not on any account be allowed to extend his operations beyond these areas.

The contractor shall be provided if necessary or required at site, temporary access thereto and shall modify and maintain the same as required from time to time. He shall take out and clear away and access route when no longer required, restoring the area to its original condition. The Engineer-in-Charge shall have power to execute other works whether or not connected with the work in contract agreement on the site contemporaneously with the execution of the original work and the contractor shall give reasonable facilities for this purpose.

BHEL reserves the right of taking over, at any times any portion of the site which they may require and the contractor shall at his own expense clear such portion forthwith. The photographs of the site of work or any part therein shall be taken, published or otherwise circulated with the prior approval of Engineer-in-Charge.

No such approval shall, however, exempt the contractor from complying with any statutory provision in regard to the taking and publication of such photograph. No such approval shall, however, exempt the contractor or shall give him the right to entry to the site at all time. The Engineer-in-Charge shall have the power to exclude from the site any person of the Contractor whose admission thereto may in his opinion be undesirable for any reason whatsoever.

## **2.18 CONTRACTORS SUPERVISORS:**

The contractor shall either himself supervise the execution of the contract or shall appoint competent agent approved by the Engineer-in-Charge to act in his stead.

The contractor shall employ such Agent having at least DEGREE of BACHELOR of Engineering from a recognized University for contract value exceeding rupees ten lacs, or having at least a diploma in engineering from a recognized college for contract value exceeding Rs.5 lacs but not exceeding Rs ten lacs. The employment of any agent as aforesaid shall not be necessary if the contractor himself is in possession of recognized technical qualification and is in opinion of the Engineer-in-Charge, capable of receiving instructions of the Engineer-in-Charge and for execution of the works to the full satisfaction of the Engineer-in-Charge. If the contractor fails to appoint a suitable Engineer/ agent as aforesaid, the Engineer-in-Charge shall have full power to suspend the execution of work and stop payment of any advance that may become due until such date till a suitable Engineer/ agent is appointed and the contractor shall be held responsible for the delay caused to the work and no extension of time on this account shall be given to him as stipulated in condition mentioned above.

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>13</b> OF <b>24</b>

Orders given to contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

The contractor or his accredited agent shall attend whenever required and without making any claim for doing so, either to the office of the Engineer-in-Charge or the work site to receive instructions. The Engineer-in-Charge shall have full power and without assigning any reason, to require the contractor immediately and cease to employ in connection with this contract any agent, servant or employee whose continued employment is, in his opinion, undesirable. The contractor shall not be allowed any compensation on this account.

## **2.19 LABOUR LAWS TO BE COMPLIED WITH BY THE CONTRACTOR:**

The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality required to ensure workmanship of the degree required by the specifications and to the satisfaction of the Engineer-in-Charge.

Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. Contractor to provide employment card / identity with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary/ partnership firm/ company, place of work, contract no. and duration of validity of card. Contractor will be responsible for good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the contractor will replace such employee(s) immediately.

BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. 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.

The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. The relevant statutory provisions of the State Government of Andhra Pradesh shall also be applicable in toto. The contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leaves and overtime to his employees. No work shall be done on second/ third shift, overtime, Sundays or on other declared holidays without written permission from BHEL.

Any failure to fulfil this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

### **Payment of wages:**

The contractor shall pay to labour employed by him either directly or through sub-contractors, in accordance with the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 or Minimum Wages Act wherever applicable, including the relevant statutory provisions of the State Government. The contractor shall ensure payment of wages to the Contract labour employed by him latest by 7<sup>th</sup> of the following month. The above payments shall be verified by the departmental supervisor under his name and designation.

- II. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the Contractor shall comply with or cause to be complied with the BHEL's Contractor's Labour Regulations made by BHEL from time to time or as per the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 and Minimum Wages Act wherever applicable.
- III. (A) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workforce by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.  
 B) Under the provisions of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rates as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- IV. The contractor shall duly comply with the provisions of the Payment of wages Act-1936, Minimum Wages Act 1948, Employees liability Act-1938, Workmen's compensation Act-1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, EPF and MP Act 1952, Payment of Gratuity Act 1972, Income tax Act, Service Tax Act, Employees State Insurance

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>14</b> OF <b>24</b>

Act, Payment of Bonus Act 1967 etc. and the Contract Labour (Regulations and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- a) Contractor must ensure payment of PF, pension dues under EPF and MP Act 1952 to the RPFC.
  - b) Contractor must ensure payment of ESI contribution under ESI Act 1948 and provide ESI membership No. / Card of each employee.
  - c) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution; administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slip to his employees.
  - d) The contractor shall furnish proper returns to the concerned statutory authorities like PF etc. and also provide a copy of the same to BHEL.
  - e) In case of non compliance of any of the labour laws e.g. payment of minimum wages to his employees or remittance of contribution to the concerned authorities etc., the contractor shall be responsible for all the expenses /liability occurring/ accruing on BHEL because of this including expenditure of legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts / security deposit / other dues with BHEL or from any contract entered with BHEL thereafter.
  - f) Payment of bonus under the Payment of Bonus Act, payment of Gratuity under the Gratuity Act and retrenchment compensation under act will be the sole responsibility of contractor.
  - g) Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act.
  - h) Contractor will give three National Holidays to his workers.
- V. The contractor shall indemnify and keep BHEL indemnified against statutory payments to be made under for due observance of the laws aforesaid as well as the BHEL contractor's Labour Regulations without prejudice to his rights to claim indemnity from his sub-contractors not affecting BHEL under any event or statutory violation by the contractor.
- VI. The laws aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of the contract.
- VII. Whatever is the minimum wage for the time being, such wage shall be paid by the contractor to the workmen directly without any intervention of jamadar and that jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen and by way of commission or otherwise.
- VIII. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by that jamadar from the wages of workmen engaged by him in the work premises of BHEL.
- IX. All the registers and records shall be preserved in original for a period of 3 years from the passing of final bill and shall be produced on demand before any officer, inspector, etc. of the Government/ BHEL.

In respect of all labours directly or indirectly employed in the work of the performance of the contractor's part of the contract, the contractor shall its own expenses arrange for the safety provisions as per BHEL safety clause framed from time to time and shall its own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities aforesaid the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover in full the costs incurred in that behalf from the contractor.

Should it appear to the Engineer-in-Charge that the contractor is not properly observing and complying with the provisions of the BHEL Contractor's Labour Regulations and Model Rules and the Contract Labour (Regulation and Abolition) Central Rules 1971, for the protection of health and sanitary arrangements for the workmen employed by the contractor, (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have the power to give notice in writing to the contractor requiring that the said rules be complied with and the amenities prescribed therein be provided to the workmen within a reasonable time to be specified in the notice. If the contractor shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the workmen as aforesaid, the Engineer-in-Charge shall have the power to provide amenities herein before mentioned at the cost of the contractor.

The Engineer-In charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employee upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building/ buildings in that position.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery. The contractor will be liable for all payments to be made under the law and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his subcontractor.

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>15</b> OF <b>24</b>

## **2.20 ACCOMMODATION FOR LABOUR:**

The contractor shall during the progress of the work, provide, erect and maintain at his own expense and approved standards and scales, all necessary temporary living and sanitary accommodation required for his work people on the site, in connection with the execution of the work and also arrange for supply of wholesome drinking water for his work people.

The planning, sitting, layout and erection of these temporary buildings shall be approved by the Engineer-in-Charge and the whole of such temporary accommodation shall at all times during the progress of the work be kept tidy and in clean sanitary conditions to the entire satisfaction of the Engineer-in-Charge and at the contractor's expenses. The contractor shall confirm generally to the sanitary requirements of the local medical and health authority and at all times with such precautions that may be necessary to prevent soil pollution of the site.

On completion of the work all such temporary buildings shall be cleaned away, all rubbish burnt, excrete or other disposal pits or trenches filled and effectively sealed off and the whole of the site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the contractors expense.

## **2.21 ANTI MALARIAL PRECAUTION:**

The contractor shall at his own expenses, conform to all anti-malarial instruction given to him by the Engineer-in-Charge including filling up of borrow pits, if any.

## **2.22 CONSERVANCY:**

The contractor shall at his own expenses, carry out all instructions issued to him by Engineer-in-Charge to effect a proper disposal to night soil and other conservation work in respect of the contractors work people or his employees on the site.

The contractor will bear the cost of any charges levied by the local authority for the execution of such work on his behalf.

## **2.23 NUISANCE:**

The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which may cause unnecessary disturbance or inconvenience to the owners, tenants or occupier of other properties near the site and to the public generally and shall secure the efficient protection of streams and water ways against pollution.

## **2.24 WATER & ELECTRICITY:**

Water and electricity shall be supplied to the contractor by the department subject to the following conditions:

- f) One/ two source of supply of water/ electricity points, to be decided by Engineer-in-Charge, shall be provided by BHEL. However, contractor shall have to make their own arrangement for laying of pipelines/ connection from the main source of supply for working at site.
- ii) Department do not guarantee to maintain uninterrupted supply of water/ electricity and it will be incumbent on the contractor to make alternative arrangement for proper supply of the same at their own cost in the event of any break down in the government water/ electricity mains so that the progress of work is not held up for the want of the same. No claim of damage or refund will be entertained on account of such break down.
- g) In case of non-availability of above facilities at work place, contractor has to make his own arrangements at his cost or as mentioned in the NIT.

## **2.25 TEMPORARY WORKSHOPS STORES etc.:**

The contractor shall, during the progress of work, provide, erect and maintain at his own expense all necessary temporary work-shops, stores, offices etc. required for the proper and efficient execution of work. The planning, sitting and execution of these buildings/ works shall have the approval of the Engineer-in-Charge and the contractor shall at all times keep them tidy in a clean and sanitary condition to the entire satisfaction of the Engineer In-charge.

## **2.26 STORES AND MATERIALS ON SITE:**

All stores and materials for the work are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge, where in accordance with the contract, stipulations certain stores and materials (for incorporation in the work) are to be issued to the contractor by BHEL as detailed.

BHEL free issue items will be so issued only to the extent required for the actual completion of the work as stipulated in the contract. The decision of Engineer—in-Charge / Head of the department regarding the quantities to be issued as above shall be final and binding on the contractor. For any excess quantities consumed on the work, the cost will be recovered from the contractor at punitive rates, which will be as mentioned in Schedule "B".

As regard issue of material and stores to be issued to the contractor by BHEL, the contractor shall give the Engineer-in-Charge reasonable notice in writing of his requirement of such stores/ materials and on the approval of his demand being notified to him, he shall make immediate arrangement for drawing the same. Such stores and materials shall be transported by the contractor at his own expense direct from the place of issue to the site of work with the prior written approval, obtained from the Engineer-in-Charge to take them to a store or work shop or elsewhere. BHEL officers connected with the contract

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
<b>GENERAL CONDITIONS OF CONTRACT (Works / Services)</b>	<b>PAGE 16 OF 24</b>

shall have the power at any time to inspect and examine any stores or at any factory or workshop or other place where material intended to be used in or on the workshop, or other places such stores or materials are being fabricated or manufactured, or at any place where the same are lying and the contractor shall give necessary facilities for such inspection and examination.

The Engineer-in-Charge shall be entitled to have tests made of any stores or materials supplied by the contractor who shall provide at his own expense all facilities which the Engineer-in-Charge may require for this purpose. If at the discretion of Engineer-in-Charge, independent expert is employed to make any such test, his charges shall be borne by the contractor only, if the test disclosed that the said stores or materials are not in accordance with the provisions of the contract.

Should the Engineer-in-Charge consider at any time during the construction or reconstruction or prior to the expiry of the maintenance period that the stores or materials provided by the contractor are unsound or of a quality inferior to the constructed or otherwise and not in accordance with the contract (in respect whereof the decision of the Engineer-in-Charge shall be final and conclusive). The contractor shall on demand in writing from the Engineer-in-Charge specifying the stores or materials complained or notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith remove the stores or materials so specified and provide other proper and suitable stores or materials at his own expense to the entire satisfaction of Engineer-in-Charge and in the event of his failing to do so within a period to be specified by Engineer-in-Charge in his demand aforesaid, the Engineer-in-Charge may replace with others, the stores or materials complained of, at the risk and expense in all respect of the contractor.

The liability of the contractor under this condition shall not extend beyond the maintenance period aforesaid except as regard stores or materials, which the Engineer-in-Charge shall have previously given, notice to the contractor to replace that. (Maintenance period for any work under this organization will be TWELVE MONTHS from the date of actual completion of the particular work and handing over to BHEL in the case of building works and SIX MONTHS for all other works.).

All stores and materials brought to the site shall become and remains the property of BHEL and shall not be removed from the site without the prior written approval of the Engineer-in-Charge. However, when the work is finally completed, the contractor shall at his own expense forthwith remove from the site surplus stores and materials originally supplied by him and upon such removal the same shall revert and become the property of the fixing in the work and which after making due allowance for the reasonable wear and tear/ or waste have not on completion of the works been so incorporated or fixed, shall be returned by the contractor at his own expense to the place of issue.

Credit for surplus stores and/ or material returned by the contractor to BHEL will be given to him at a price, based on the prevailing market rate but not exceeding that at which the said stores and materials were originally issued to him but due consideration shall be given to the allowance claimed by BHEL, in respect of any depreciation or damage suffered by the stores and / or materials while in the custody of the contractor regarding which the decision of Engineer-in-Charge shall be final and conclusive.

If in the opinion of the Engineer-in-Charge (which will be final and conclusive) any stores supplied by the BHEL have either during progress of work or after completion of work but under the custody of the contractor, become damaged to such an extent that they cannot be usefully utilized either in the same work or in other work, the Engineer-in-Charge shall not accept the stores and in the event of his so rejecting, the contractor shall be charged for the said stores at a rate fixed by the accepting officer. The contractor shall not be entitled to any claim whatsoever on this account.

## **2.27 TOOLS AND PLANTS ON SITE:**

All tools, plants and equipment brought to site shall become the property of the BHEL and shall not be removed from the site without the prior written approval of the Engineer-in-Charge. When the work is finally completed or contract is terminated for reasons other than the default of the contractor, the contractor shall forthwith remove from the site all tools, plants and equipments (other than those as may have been provided by BHEL) and upon such removal the same shall become the property of the contractor.

## **2.28 STATEMENT OF HIRE CHARGES:**

A monthly detailed statement of the hire charges incurred in respect of BHEL tools, plants, equipment etc. shall be given to the contractor by the Engineer-in-Charge.

## **2.29 PRECAUTIONS AGAINST RISK:**

The contractor shall be responsible for providing at his own expense, for all precautions to prevent loss or damage from any and all risk and to minimize the amount of any such loss or damage and for necessary steps to be taken for the said purpose until the works have been handed over complete in all respect to the Engineer In-charge.

The contractor shall provide all watchmen necessary for the protection of site, the work, the materials, tools, plants, equipment and anything else lying in the site during the progress of work. He shall solely be responsible for and shall take all responsible and proper steps for protecting, securing and watching all and/ or about the work and the site which may be dangerous to any person whatsoever.

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
<b>GENERAL CONDITIONS OF CONTRACT (Works / Services)</b>	<b>PAGE 17 OF 24</b>

### **2.30 NOTICES AND FEES:**

The contractor shall give all notices required by any statutory provisions or by the regulations and/ or bye-laws or any local authority and/ or of any public service, company or authority affected by the work or with those systems if the same are or will be contracted. The contractor shall pay and indemnify BHEL against any fees and charges demandable by law under such Acts, Regulations and/ or bye-laws in respect of the work and shall make and supply all drawings and plans required in connection with any such notice.

### **2.31 SETTING OUT OF THE WORK & PROTECTING/ MAINTAINING SIGNALS & MARKS:**

The Engineer-in-Charge shall supply dimensions, drawings, levels and other information necessary to enable the contractor to set out the work. The contractor shall at his own expense set out accurately according to the drawings, figures and dimensions there, on all the work in the contract and any extras or additions thereto and shall be solely responsible for their being so set out and executed. All bench marks, pegs, signals on surface, alignment stones, mile stones and all similar marks whether putting by BHEL authorities for the purpose of checking the contractor's work in the tenure of the contractor, be put under the care of the contractor who shall, at his own expense take all proper and responsible precautions and care to preserve and maintain them in their true position. In the event of these marks being disturbed or obliterated by accident or due to any other cause whatsoever the same may, if deemed necessary, be replaced by Engineer-in-Charge / Head of the department to the contractor's expense and the cost thereof deducted from any money thereon or/ after becoming due to the contractor.

Where requested by the contractor, the level mark, centre line and chain age pegs corresponding to those as shown on the drawings, will be pointed out to the contractor on the ground but all bench marks or chain age pegs additional to these shown on the drawing shall be provided by the contractor at his expense.

### **2.32 SITE DRAINAGE:**

All water that may accumulate on the site during the progress of the work or in trenches and excavations shall be removed by the contractor to the entire satisfaction of the Engineer-in-Charge at his own expense.

### **2.33 EXCAVATION RELICS etc.:**

Material of any kinds obtained from excavation on the site shall remain the property of BHEL and shall be disposed off as the Engineer-in-Charge directs. All gold, silver, oil and other materials of any description and all precious stones, coins, treasures, relics, antiquities and other similar items which may be found on at/upon the site shall be the property of the BHEL.

### **2.34 FOUNDATIONS:**

The contractor shall not lay any foundation until the excavations for the same have been examined and approved in writing by the Engineer-in-Charge.

### **2.35 COVERING OF WORK:**

The contractor shall give reasonable notices in writing to the Engineer-in-Charge whenever any work is to be permanently covered or cancelled, whether by earth or other means so that it can finally be inspected or measured if necessary. In default of doing so the contractor shall, if required by the Engineer-in-Charge uncover such work at his own expense.

### **2.36 APPROVAL OF WORKS BY STAGES:**

All work embracing more than one process shall be subject to examination and approval at each stage and the contractor shall give due notice in writing to the Engineer-in-Charge when each stage is ready. In default of such notice being received, the Engineer-in-Charge shall be entitled to approve the quality and extent thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.

### **2.37 EXECUTION OF WORK:**

The work shall be executed in a workman like manner and to the satisfaction in all respect of the Engineer-in-Charge. The Engineer-in-Charge will communicate or confirm his instruction to the contractor in respect of the execution of the work in a "WORK SITE ORDER BOOK " maintained at his office and the contractor shall visit this office, daily and shall conform receipt of such instructions by signing the relevant entries in this book. Such entries will rank as order notices in writing within the intent and meaning of these conditions.

### **2.38 RESPONSIBILITY FOR BUILDINGS:**

In the event of any building or part of any building being handed over to the contractor for execution of work thereto under provisions of the contract, he shall give a written receipt for all fixtures, glasses etc. and shall be required to make good at his own expense all damage resulting from whatsoever cause while in his charge and on completion of the work to deliver up the said building or part thereof in a clean stage complete in every particular to the entire satisfaction of the Engineer-in-Charge.

### **2.39 INSPECTION OF WORKS:**

Ref : OS/FA/2024-26/34/31 Dt 03.07.2024	ANNEXURE – III
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE 18 OF 24

BHEL Officers / BHEL representatives concerned with the contract shall have power at any time in respect and examine any part of the work and the contractor shall provide such facilities as may be required for such inspection and examination. Should the Engineer-in-Charge consider at any time during the construction or reconstruction or prior to the expiry of maintenance period, that any work has been executed with unsound, imperfect or unskilled workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the contract, in respect whereof the decision of the Engineer-in-Charge shall be final and conclusive. The contractor shall on demand in writing from the Engineer-in-Charge specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct, the work so specified, in whole or in part as the case may be, require at his own risk and expense to the entire satisfaction of Engineer-in-Charge, who may accept the work at reduced rate if deemed fit. However, the liability of the contractor under this condition shall not extend beyond the maintenance period except as regard workmanship, which the Engineer-in-Charge should have previously given notice to the contractor to rectify.

#### **2.40 DAMAGE AND LOSS TO PRIVATE PROPERTY AND INJURY TO WORKS:**

The contractor shall at his own expense reinstate and make good to the satisfaction of the Engineer-in-Charge and pay compensation for any injury, loss or damage caused to any property or right what so ever including property or/ and rights of BHEL (or agent /servants/any outsider or employees of BHEL) and the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL, against all claims enforceable against BHEL) or which would be so enforceable against BHEL were BHEL a private person in respect of any such injury (including injury resulting in death, loss or damage to any person whatsoever or property, including all claims which may arise under Workman's Compensation Act or otherwise.

#### **2.41 COMPLETION:**

The works shall be completed to the entire satisfaction of the Engineer In-charge and in accordance with contractor's forecast of time and progress where operative and that, all unused stores and materials, tools, plant, equipment, temporary buildings and things shall be removed and the site and work cleared of rubbish and all waste material and delivered up clean and tidy to the satisfactions of the Engineer In-charge at the contractor's expense on or before the scheduled date of completion. BHEL shall have power to take over from the contractor from time to time such section of work as have been completed to the satisfaction of the Engineer In-charge. The Engineer-in-Charge shall certify to the state of the work at the end of the maintenance period where applicable.

#### **2.42 COMPENSATION AS LIQUIDATED DAMAGES FOR DELAY:**

If the contractor fails to complete and clear the site on or before the scheduled date of completion or does not achieve the progress as set out under the caption "TIME " in clause 2.6 of these General Conditions, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as compensation as liquidated damage an amount equal to 0.50 percentage of the total contract sum for every week (7 days) of extension sought beyond the scheduled date of completion of the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the contract sum. Such amount may be adjusted or set off against any sum payable to the contractor under this or any other contract. If delay is for 8 days, it will be counted as delay for 2 weeks for liquidated damages. In case any penalty is to be levied at any stage during the progress of work, reference shall be made to the clause as mentioned in special condition of tender.

#### **2.43 CANCELLATION OF CONTRACT FOR CORRUPT ACTS:**

The Accepting Officer, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter, BHEL cancel the contract if any of the following cases and the contractor shall be liable to pay to BHEL for any loss or damage relating from any such cancellation to the same extent as provided in the case of cancellation of defaults.

If the contractor---

- a) Offer to give or agree to give to any person in BHEL service, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or for borne to do any act in relation to obtaining or execution of this or any other contract for BHEL service

**OR**

- b) Enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer.

**OR**

- c) Obtain a contract with BHEL as a result of ring tendering or by non-bearing methods or competitive tendering without first disclosing the fact in writing to the Accepting Officer.

**OR**

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>19</b> OF <b>24</b>

d) Steel or misuse of any property of BHEL either by himself or through his workmen within his knowledge or convince.

#### **2.44 CANCELLATION OF CONTRACT DUE TO INSOLVENCY, ASSIGNMENT OR TRANSFER OR SUBLETTING OF CONTRACT:**

The Accepting Officer, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:

If the contractor -----

- a) Being an individual or if a firm, or any partner thereof shall at any time to be adjudged bankrupt or having a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being enforce or make any connivance or assignment or makes unauthorized or illegal arrangement for the benefit of his creditors or propose to do so, or if any application be made under any bankruptcy and for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors,

**OR**

- b) Being a company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of debenture holders to appoint a receiver or Manager.

**OR**

- c) Assigns, sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the Accepting Officer,

Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at the contractor's risk and expense, provided that, in the event of the cost of completion (as certified by Engineer-in-Charge, which is final and conclusive) being less than the contract cost the advantage shall accrue to the BHEL, and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-Charge or the same shall be recovered from the contractor by other means

In case BHEL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM / GM, whose decision shall be final and conclusive.

#### **2.45 CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT:**

If the contractor—

- a) Makes default in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after a reasonable notice from the Engineer-in-Charge.

**OR**

- b) In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work with due diligence and continues in that state after reasonable notice from Engineer-in-Charge.

**OR**

- b) Fails to complete the work, without prejudice to any other right or remedy which shall have accrued, or shall accrue thereafter to BHEL contract.

**OR**

- c) Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with order properly issued.

**OR**

- d) Fails to complete the work, work order, and items of work with individual dates for completion and clear the site on or before the date of completion, or if fails to achieve the conditions of contract, the Accepting Officer, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter or do only such work order or items of work in default from the contract at the expense and cost of the contractor. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may complete the work as a whole or part to under this contract, the contractor shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the contractor by other means.



Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>		<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam		
GENERAL CONDITIONS OF CONTRACT (Works / Services)		PAGE <b>20</b> OF <b>24</b>

In case of BHEL completes the work or any part thereof under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of the materials purchased and/ or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the DGM whose decision shall be final and conclusive.

In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees he should settle all terminal dues including retrenchment compensation.

#### **2.46 TERMINATION OF CONTRACT DUE TO DEATH:**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Accepting Officer shall have the option of terminating the contract without compensation to the contractor authorized survivors.

#### **2.47 SPECIAL POWERS OF TERMINATION:**

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer-in-Charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

#### **2.48 FAIR WAGE:**

Refer clause 2.19 of General terms and conditions of Contract.

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## **CHAPTER-III** **VALUATION AND PAYMENT**

### **3.1 RECORDS AND MEASUREMENTS:**

All items having a financial value shall be entered in the BHEL Measurement book so that a complete record is obtained on all work performed under the contract.

Measurement shall be carried out as per unit mentioned in the bill of quantity (price-bid).

The measurements shall be taken jointly by any person or persons duly authorized on the part of the BHEL and the contractor.

The Engineer-in-Charge shall give reasonable notice in writing to the contractor of appointments for measurements.

The contractor shall without extra charge, provide assistance with appliance and other things necessary for measurements.

The contractor shall bear all the cost of measurement of his work.

Measurements shall be entered in the BHEL measurement book and signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of BHEL in the Measurement Book or against the item or items objected to, and such note shall be signed and dated by both parties engaged in taking the measurements.

If as a result of such objection it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that net error found by this remeasurement amount to less than 5 % (five percent) of the value as recorded by the first measurement.

If the contractor's representative fails to attend when required, the Engineer-in-Charge shall have power to proceed by himself to take measurements, and in that case these measurements shall be accepted by the contractor as final.

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>21</b> OF <b>24</b>

The contractor shall once in every month, submit to the Engineer with a copy to the concerned Engineer-in-Charge details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects: -

- a) Deviation from the item and specification provided in the contract documents.
- b) Extra items / new items of the work.
- c) Quantities in excess of those provided in the contract agreement.
- d) Items in respect of which rates have not been settled, in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

### **3.2 FINAL BILLS:**

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL forms in duplicate. It shall be accompanied with all abstracts; vouchers etc. in support thereof and shall be prepared, in the manner prescribed by the Engineer-in-Charge. No claims will be entertained after the receipt of the final bills.

The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification to the final bill by the Engineer-in-Charge. No charge shall be allowed to the contractor on account of the preparation of the final bills.

### **3.3 PAYMENTS OF BILLS:**

The payment of final bill will be made only after successful proving. All payments to be made to the contractor under this contract shall be through online payment i.e., RTGS/ NEFT within a reasonable time after the certification by the Engineer-in-Charge.

### **3.4 RECOVERY FROM THE CONTRACTOR:**

Whenever under the contract any sum of money shall be recoverable from or payable to the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or he shall pay the claim on demand.

### **3.5 POST TECHNICAL AUDIT OF WORK & BILLS:**

BHEL reserves the right to carry out a post payment audit and technical examination of the work and bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceedings sub-paragraph provided, however, that no such recovery shall be enforced after three years of passing the final bills.

### **3.6 REFUND OF SECURITY DEPOSIT:**

After expiration of the maintenance period, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned *shall be released after satisfactory completion of the maintenance period* of the work duly verified by Site In charge. *The maintenance period of work is 3 months from the date of actual completion of work.*

### **3.7 ARBITRATION:**

All disputes between the parties to the contract arising out of or relating to the contractor other than those for which the decision of the Engineer-in-Charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of Unit Head or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Visakhapatnam. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Visakhapatnam court. The Head of HPVP Unit of BHEL, Visakhapatnam shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

### **3.8 IMPLEMENTATION OF PROVISION OF THE APPRENTICE ACT:**

Contractor shall comply with the provisions of Apprentice Act-1961, and the Rules and Orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the Accepting Authority may, in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

### **3.9 SAFETY AND SECURITY:**

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>22</b> OF <b>24</b>

1. BHEL reserves the right to take penal action as deemed fit if any information provided by the vender / contractor is found to be incorrect.

**2. Other safety related conditions:**

- a) The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-in-charge as he may deem necessary.
- b) The contractor shall adopt adequate safety measures and use of protective clothing by all the workmen at site/work place whether engaged or not in actual of work or supervision thereof. The contractor shall ensure that the workmen on site use safety belt, gloves, helmets, masks etc. as are necessary for their safety.
- c) The contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained person to operate the equipment. Only tested equipment, tools, wires, ropes etc. shall be used and shall periodically be tested to the satisfaction of the BHEL. All test certificates shall be made available to the BHEL at site as and when required.
- d) The contractor shall ensure provision and maintenance of lights, guards, fencing with gates and watching when and where necessary or required by the BHEL or by any one duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- e) The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall also ensure that their employees / workmen comply with the statutory safety rules and regulations as and also those laid down by BHEL from time to time.
- f) The contractor shall provide at his cost necessary watch and ward force as may be approved by the BHEL to ensure security and safety of all buildings, structures, equipments and materials under their custody at the site of work.
- g) The contractor shall abide by all security regulations at site by the BHEL from time to time. The contractor shall provide identify badges to their personnel and workmen, which must be properly displayed by them at site.
- h) In order to facilitate issue of exit gate permits by the BHEL for materials and equipments either during execution or the maintenance period, the CONTRACTOR shall submit to the BHEL list of construction / erection equipment etc. and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles etc. shall be subject to certification by the Engineer-in-Charge.
- i) The contractor and his personnel / workmen shall be subject to security check by BHEL's own security force or Central Industrial Security Force if engaged by the BHEL for the overall protection of the project.
- j) The contractor shall not allow any visitors on the works except with the written permission of the BHEL.
- k) From the commencement to the completion of work, the contractor shall take full responsibility for the care of the work, constructional plant and equipment and all temporary works and in case any damage or loss shall happen to the work, constructional plant and equipment or to plant temporary work from any cause whatsoever, the contractor shall at his own cost replace or repair and make good the same.
- l) The contractor will notify well in advance to the Engineer-in-charge of his intention to bring to site any container filled with liquid or gaseous fuel explosive or petroleum substance or such chemicals, which may involve hazards. The Engineer-in-charge shall have the right to prescribe the conditions under which such containers are to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. The Engineer-in-charge shall have to right at his sole discretion to inspect any such container or such construction plant / equipment, for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by BHEL nor shall BHEL entertain any claim of the contractor towards additional safety provisions/ conditions to be provided for/ constructed as per Engineer-in-Charge instructions compliance to statutory in respect of such conditions will be the sole responsibility of the contractor.
- m) Further any such decision of the Engineer-in-Charge shall not in any way absolve the contractor of his responsibilities for safety provisions and in case, use of such a container or entry thereof into the site area is forbidden by Engineer-in-Charge without any cost implications to BHEL or extension of work schedule.
- n) Where it is necessary to provide and/ or store petroleum products or petroleum mixtures and explosive, the contractor shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948 and Petroleum and Calcium Carbide Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-in-charge. In case, any approval is necessary from the Chief Inspector (Explosives) or other statutory authorities, the contractor shall be responsible for obtaining the same.
- o) All equipment used in construction & erection by the contractor shall meet Indian/ International Standards and where such standards do not exist, contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>	<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam	
GENERAL CONDITIONS OF CONTRACT (Works / Services)	PAGE <b>23</b> OF <b>24</b>

and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guide lines/ rules of BHEL in this regard.

- p) Periodical examination and all tests for all lifting/ hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Rules 1910 and associated Law/ Rules in force from time to time. A register of such examinations and tests shall be promptly produced as and when desired by Engineer-in-charge or Safety Officer.
- q) Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need at his own cost as may be directed by Engineer-in-charge who will also have the right to examine these safety equipments to determine their suitability, reliability, acceptability and adoptability.
- r) The contractor shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffolding, safety belts etc. the scaffoldings shall be erected under the control and supervision of an experienced and competent person.
- s) The contractor shall not interfere with or disturb electric fuses, wiring and other electrical equipment belonging to BHEL or other contractors under any circumstances whatsoever, unless specially permitted in writing by BHEL to handle such fuses, wiring or electrical equipment.

Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or BHEL, he shall:

- i) Satisfy the Engineer-in-charge that the appliance is in good working condition.
- ii) Inform the Engineer-in-charge of the maximum current rating voltage and phases of the appliances.
- iii) Obtain permission of the Engineer-in-charge detailing the sockets to which the appliances may be connected.

**The Engineer-in-charge will not grant permission to connect until he is satisfied that:**

- i) The appliance is in good condition and is fitted with a suitable plug.
- ii) The appliance is fitted with suitable cable having two earth conductors, one of which shall be an earthed metal sheet surrounding the cores.
- iii) No electrical cable in use by the contractor will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- iv) No repair work shall be carried out on any live equipment, the equipment must be declared safe by the Engineer-in-charge and a permit to work shall be issued by Engineer-in-charge before any repair work is carried out by the contractor. While working on electric lines/ equipment whether alive or dead suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/ workmen/ officers.
- t) The contractor shall employ necessary number of qualified full time electricians/ electrical supervisors to maintain his temporary electrical installations.
- u) In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to reason whatsoever, it shall be the responsibility of the contractor to promptly inform the same to BHEL Engineer-in-Charge in prescribed form. The contractor will be responsible for all pecuniary liability if any under such circumstances.
- v) The Engineer-In charge and Safety Officer shall have the right at his sole discretion to stop the work, if in his opinion, the work is being carried out in such a way that it may cause accidents and endanger the safety of the person and/ or property and/ or equipments. In such cases, the contractor shall also be informed in writing about the nature of hazards and possible injury/ accident and he shall remove the shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the respective General Manager within 3 days of such stoppage of work and decision of GM in this respect shall be conclusive and binding on the contractor.
- w) Notwithstanding anything contrary to this, in the event of his workmen, the contractor shall be required to fill Injury Report and submit to the Shop Manager/ Engineer-in-Charge of BHEL immediately and ensure due compliance of Workmen Compensation Act 1923 and Rules made there under.
- x) The contractor shall not be entitled to any damages/ compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not necessarily be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- y) The contractor shall follow and comply with all BHEL safety rules, relevant provision of applicable law pertaining to the safety of workmen, plant and equipment as may be prescribed from time to time without any demur protest or contest or reservation. In case of any unconformity between statutory requirement and BHEL Safety Rules referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent.

Ref : <b>OS/FA/2024-26/34/31 Dt 03.07.2024</b>		<b>ANNEXURE – III</b>
<b>BHARAT HEAVY ELECTRICALS LIMITED</b> Heavy Plates & Vessels Plant, Visakhapatnam		
GENERAL CONDITIONS OF CONTRACT (Works / Services)		PAGE <b>24</b> OF <b>24</b>

- z)** If the contractor fails in providing safe working environment as per the statutory requirements and / or BHEL Safety Rules or continue to work even after being instructed to stop the work by Engineer-in-charge or Safety Officer as provided above, the contractor shall promptly pay to BHEL, on demand, compensation at the rate of Rs. 500/- per day or part thereof till instructions are complied with and so certified by Engineer-in-charge/ Safety Officer. However, in case of accident taking place causing death/ injury to any individual the statutory provisions shall apply in addition to compensation mentioned in this para; and the contractor will be solely liable on account of this.

\* \* \*

Ref: OS/FA/2024-26/34/31

Date: 03.07.2024

**MINIMUM WAGES & STATUTORY BENEFITS PAYABLE TO THE CONTRACT  
LABOUR AS NOTIFIED BY THE HR DEPT. OF BHEL – HPVP, VISAKHAPATNAM  
W.E.F. 01.04.2024**

All Values are in ₹.

Sl. No.	Description	Unskilled	Semi-Skilled	Skilled
1	Wage per Day	580.77	683.00	821.04
2	PF @ 13% (Inclusive of Administrative charges 1%)	75.50	88.79	106.74
3	ESI @ 3.25%	18.88	22.20	26.68
4	Bonus @ 8.33%	48.38	56.89	68.39
5	Leave Wages (with PF & ESI) (Wage per day x 18 / 312) + 12/ 100(wage per day x 18/312) + 3.25/100 (wage per day x 18/312)	38.62	45.41	54.59
6	Wages for Public Holidays (Wage per day x 10 / 312)	18.61	21.89	26.32
	<b>TOTAL</b>	<b>780.76</b>	<b>918.18</b>	<b>1103.76</b>

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**Ref: OS/FA/2024-26/34/31**

**Date: 03.07.2024**

**Sub:** Tender for entering framework agreement for various Industrial operations to be carried out at Works Engineering, MM-Stores, Logistics, Outsourcing and Guest House Departments of BHEL-HPVP, Visakhapatnam for a period of two years (24 Months) - Reg.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all Annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

**Signature of the Tenderer with Company Seal**

\*\*\*

**CONTRACTOR INFORMATION**

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
10.	HSN Code / SAC Code	
11.	Organizational structure with name and designation	



Ref: OS/FA/2024-26/34/31

Date: 03.07.2024

**CHECK LIST**

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	PF Registration Certificate		
04.	ESI Registration Certificate		
05.	GSTIN Registration Certificate		
06.	PAN Number		
07.	Income Tax Returns for last 3 years		
08.	P & L account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
09.	Bank Solvency		
10.	Labour License		
11.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
12.	Work order along with Job completion executed in Visakhapatnam for at least one year in last three Financial years		
13.	UDYAM Registration Document		
14.	Integrity Pact		
15.	Local office address proof at Visakhapatnam		

# **PART – II**

**(PRICE BID)**

**SCHEDULE OF QUANTITY & RATES (SOQR)**

Table-A	Operations				
Sl. No	Unit	Type of Skill Required	Qty for two years (24 Months)	Minimum Labour wages as on 01.04.2024 considered for Rate per operation in ₹	Value in ₹
1	Operations	Un-Skilled (USW)	37440	780.76	2,92,31,654.40
2	Operations	Semi-Skilled (SSW)	14352	918.18	1,31,77,719.36
3	Operations	Skilled (SW)	5616	1103.76	61,98,716.16
Total Value of Operations					4,86,08,089.92
Service Charge in ___% on Total Value of Operations					
Note: a) Engaging required manpower of suitable skill for 8Hrs per day will be considered as one operation b) Offers less than 3.26% Service Charge will be liable for rejection					
I	Total Value of Operations including Service Charge				
Table -B	Uniform and Safety Appliances				
	Description	Unit	Qty for two years	Rate	Value
1	Uniform	No. of Pairs	184		
2	Safety Shoes	No. of Pairs	105		
3	Socks	No of pairs	328		
4	Safety Goggles	No.	1		
5	Safety Belts	Nos	1		
6	Welding head shield	Nos	1		
7	Plastic face shield	Nos	3		
8	Leather Hand Gloves 10"	No. of Pairs	61		
9	Leather Hand Gloves 16"	No. of Pairs	13		
10	Canvas Hand Gloves 14"	No. of Pairs	1		
11	Canvas Aprons	Nos	1		
12	Ear plugs	Nos	1		
13	Masks	Nos	1		
14	Safety Helmet	Nos	40		
II	Total Value of Uniform and Safety Appliances				
III	Total Value of Contract (I + II) (Please enter this price in price bid format of e-procurement portal)				
GST @18%					
IV	Total Value of Contract including GST				

**NOTE:**

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quantity indicated above in the schedule is indicative only and may increase/ decrease but total value of contract will not exceed the awarded value, unless otherwise order is amended. However, payment shall be made for the actual quantity only.
- 3) **Further Total No of Operation mentioned in the Schedule of quantities and rates are the projected requirement for the period of Two Years. Bidders are requested to quote their offer in consideration of total projected operation only. However, order will be issued based on the present requirement and will be amended based on the requirements of the individual departments.**
- 4) L1 & L2 distribution will be done in line with the split clause 15.0 of NIT. However, supply of manpower by L1 & L2 to the respective departments shall be at the discretion of BHEL only.
- 5) The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The present rate of minimum wages is enclosed at Annexure – IV
- 6) **The quoted service charge shall be fixed & firm without any escalation during the entire period of contract and till completion of the work. Service charge will be paid at actual operations executed and Upon due certification of Engineer In- Charge of respective department.**
- 7) The rate quoted **shall be exclusive of GST as applicable.** However, GST as applicable shall be paid by the contractor and same shall be reimbursed on submission of proof of payment along with the bill as per Annexure - GST.
- 8) **L1 shall be evaluated based on total quoted price at Sl. No: III.**

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**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above-mentioned Bank account. I / We also agree that payments made to the above-mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp and Name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal

Operating the contract / Services

**GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS**

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/ contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

***Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance.***



(A MAHARATNA COMPANY)

# BHARAT HEAVY ELECTRICALS LIMITED

Heavy Plates & Vessels Plant (A Govt. of India Enterprise)

VISAKHAPATNAM - 530 012

## MANDATE FORM

### OPTION TO RECEIVE E-PAYMENT THROUGH NEFT & RTGS

1. NAME : BHEL - HPVP
2. ADDRESS : NATHAYYA PALEM, VISAKHAPATNAM
3. PARTICULARS OF BANK ACCOUNT –
  - a. BANK NAME : STATE BANK OF INDIA
  - b. BRANCH NAME : BHPV Branch
  - c. BRANCH ADDRESS : BHPV POST, VISAKHAPATNAM
  - d. IFSC CODE : SBIN0001675
  - e. ACCOUNT NO. : 33276118389
  - f. WHETHER BRANCH IS NEFT ENABLED : YES
  - g. WHETHER BRANCH IS RTGS ENABLED : YES
4. E-MAIL ID FOR RECEIVING SYSTEM GENERATED PAYMENT ADVICE:  
: rsprakash@bhel.in

I hereby declare that the particulars furnished above are correct

For Bharat Heavy Electricals Limited, Visakhapatnam,

  
(Authorised Signatory)

### BANK CERTIFICATION:

This is to certify that the particulars furnished above are correct & complete as per our records.

Date:

- 3 JUL 2020

  
Bank Manager / Officer

Signature with Bank stamp and Name seal

K. SAMBA MURTY  
Deputy Manager M-10461  
- 1675, VSP

**INTEGRITY PACT (AGREEMENT FORMAT)*****INTEGRITY PACT*****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**And**

.....(description of the party along with address), hereinafter referred to as "The Bidder " which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, Contract/s for

.....  
 ..... The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ .

In order to achieve these goals, the Principal will appoint independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



## **Section 2 - Commitments of the Bidder(s)**

2.1 The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

2.1.2 The Bidder(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2.2 The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from Tender process and exclusion from future Contracts**

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers " framed by the Principal.

## **Section 4 -Compensation for Damages**

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

## **Section 5 - Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 -Equal treatment of all Bidders**

6.1 The Bidder(s) undertake(s) to obtain from all Sub Bidders a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-Bidder whose contract value is more than 20 % of Bidder's contract value with the

Principal. The Bidder(s) shall continue to remain responsible for any default by his Sub-Bidders

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

## **Section 7 - Criminal Charges against violating Bidders**

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

## **Section 8 -Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub- Bidder(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ / Sub- Bidder(s) with confidentiality,

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD. BHFL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Bidder 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

## **Section 10 - Other Provisions**

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

.....  
For & On behalf of the Principal  
(Office Seal)

.....  
For & On behalf of the Bidder  
(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:.....

Witness:.....

(Name & Address).....

(Name & Address).....

.....  
.....

.....  
.....