



Bharat Heavy Electricals Limited

(A Government Of India Undertaking)

Boiler Auxiliaries Plant

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BHEL:BAP:SHIPPING

TENDER SCHEDULE

1. Contract Enquiry No. : BAP:SH:OT:001:2013-2014, dt. 18-01-2013
2. Scope of Work : Packing & Handling contract at Shipping Department of BHEL/Ranipet
3. Period of Contract : From 01.04.2013 to 31.03.2014 (12 months)
4. Earnest Money Deposit (EMD) : Rs.1. 5 Lakh only
(Rupees One Lakh fifty thousand only)
5. Estimated value of tender : Rs.58.82 lakhs. (approx)
6. Last date for submission of Tender document : 14.00 Hrs on 15.02.2013
7. Date & Time of Tender opening : 14.30 Hrs on 15.02.2013
8. Annexure
 - Annexure – I : Scope of work
 - Annexure-II : Special conditions of contract
 - Annexure-III : Safety precautions
 - Annexure-IV : Service Tax conditions
 - Annexure-V : General Conditions of Contract
 - Annexure-VI : Tender conditions
 - Annexure-VII : Labour laws
 - Annexure-VIII : Rate Schedule (Price bid)
 - Annexure-IX : BHEL's Scope & Contractor's Scope
 - Annexure-X : RTGS form

Total tender documents- 33 pages

Signature of the tenderer with seal

ANNEXURE-I

SCOPE OF WORK.

1.PACKING OF HEATING ELEMENTS – 11300 MT(approx)

About 11300 MT. of Heating Elements are to be packed as per the directions of Shipping Officials. The necessary packing materials and boxes are to be moved to the work spot where packing is to be done. It is necessary to operate three shifts during peak time as per the instructions given by Shipping Official.

Taking out Heating Elements from the dipping tank and packing it customer wise in the boxes. Packing the heating elements inside the wooden boxes/Steel boxes providing necessary wooden packing materials to arrest internal movements. Nailing the lid, corner plates for the box and tightening of all Bolts. Writing / stenciling the Customer Number for Steel/Wooden boxes on all 4 sides of the Boxes with the letters measuring 4 to 6 inches. Necessary paint shall be issued by BHEL as per the Contract and painting brushes are in the scope of the Contractor.

The finished goods are to be cleared from the concerned bay by assisting to load the completed boxes into vehicles/wagons daily or as directed by Shipping Officials. It is the part of the routine work.

The Contractor has to engage required number of persons (Labour) daily for carrying out various works as described in Annexure-VIII.. The Contractor shall provide the required number of experienced men for handling necessary equipments as necessary for the operation.

All the necessary packing materials are to be moved from Stores/other areas to the work spot for packing the Boiler Components. All packing materials, Semi Gantry Crane, Lifting Tools & Tackles, Hand Tools, Wire Ropes, Chains etc., will be supplied / made available at free of cost by BHEL, which are to be maintained properly. In case of any damage/loss or premature failures, the cost of the same will be recovered from the Contractor's running Bills. In all the activities, the instructions given by Shipping Officials/Supervisors concerned shall be followed strictly.

The rate to be quoted is per MT.

2. PACKING OF SMALLS COMPONENTS OF ESP/APH/FANS etc., – 12000 MT (approx)

About 12000 MT of various Boiler Components are to be packed in boxes and stacked as per the instructions of Shipping Officials. The necessary boxes and other packing material are to be moved from yard /other areas to shipping.

Collection of all items from various points to Shipping which includes, Stores fasteners, R&D lab materials and other Boiler components. The materials collected and received from the various other agencies are to be segregated Work-order wise and DU wise. The components segregated for packing are to be packed first in polythene bags, Customer wise, then it is to be packed in wooden boxes with necessary packing materials and taking precautions as per the Shipping Officials Instruction.

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All the packed boxes shall be strapped, tightened and fastened with Nuts and Hoop Iron Bands. Packing slipcover is to be fixed/ nailed on the side of the box with pockets to hold the packing list and stacked properly at the designated place, as directed by Shipping Officials.

All packing materials, waterproofing and cushioning materials will be provided by BHEL free of cost.

The materials collected and segregated, which does not require packing on the same day are to be handed over to the concerned as per the instructions of the Shipping Supervisors. Fragile items, Electronic Items, Machined Items & Fabricated Items are to be packed separately (not clubbed together) by providing cushion materials and wooden planks to arrest the internal movements etc. wherever necessary.

Due to technical reasons, removal of materials from boxes and re-packing the required materials to another boxes needs to be done in case it is required by Shipping Officials. While packing, if any default occurs due to contractor's side, the rectification work shall be carried out by the contractor themselves without any additional cost.

The rate for re-packing the materials is the same as fresh new packing and other relevant packing conditions are same as the fresh packing. The rate will be enumerated for re-packing cost.

Customer Number is to be written on all the 4 sides with numerical 4 to 6 inches height on the Steel/Wooden Boxes as per the directions of Shipping officials.

SPARES MATERIAL PACKING (Smalls)

High value items other than NS 1 - NS 8, fragile items and Electronic items are to be packed well by providing suitable packing materials, arresting the internal movements and special care is to be taken while packing the contents.

Packing materials like thermo cool chips, sheets, air bubble sheets are to be shrouded for packing the components. Dry silica gel is to be provided wherever necessary. All these materials shall be supplied by BHEL.

The rate to be quoted is per MT.

3. CRATING & PACKING OF ESP/APH/FANS COMPONENTS – 600 MT(approx)

About 600 MT of ESP, FAN, APH & other Export order components are to be segregated, packed in the Steel crate with uniformly arresting the internal movements and covered by packing materials and finally the crate shall be closed either by bolting or welding or any other means or as instructed by Shipping Officials..

All required Raw materials, power, consumables, paint, welding sets with accessories shall be provided by BHEL at free of cost. Brush is in the scope of the Contractor.

Boiler components received in loose at shipping shall be collected at various points for crating. Raw materials shall be collected from Disposal / RMS stores with acknowledgement of issuing Officials.

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The boiler components collected shall be segregated customer wise / DU wise and to be crated. Crates are to be fabricated rigidly / strongly to accommodate / pack the materials suitably and safely for dispatching as per Shipping Officials instructions. Drawing shall be given if necessary. Lifting / Stacking provision is to be given in the crating.

Minimum 2 plates / sheets of size 150 x 300 mm – 3mm thickness to be fixed / welded on the crates for writing the crate Nos., WO Nos., LBH Dimensions, Crate Wt. Packing slip No., No. of DUs., Net & Gross Wt.. The above stenciling in the crate includes in this scope of Contract. Consignee and Consignor addresses need not to be written over the crate.

Apart from the above stenciling, Work-order Number is to be written 4 to 6 inches size on both sides of the Crate. The scope of work includes fabrication of Crate and packing.

Rate is to be quoted for Fabrication and Packing per MT basis of finished crating/supporting stand.

4. MANUAL HANDLING, MOVEMENT OF MATERIALS & LOADING/UNLOADING OF COMPONENTS TO THE LORRY/TRAILORS/WAGONS – 17000 MT(approx)

Manual Handling, Movement and Loading /Unloading of Small Boiler Components received from various agencies including Outsourcing Dept into / from Lorries / Trailers / Wagons as per the instructions of Shipping Officials.

Loading & unloading of Boiler Components of weight less than 30 kg. manually into Wagons/Trailers/Lorries& shifting finished components from BHEL shop and other areas.

All material shall be stacked in the earmarked space indicated at the unloading yard as per the instructions of Shipping Officials. Payment will be made only on their certification.

In all activities, the instructions given by the Shipping Officials / Supervisors concerned shall be followed.

The contractor will be paid only for net weight based on the authentic documents maintained by BHEL, as certified by the Shipping Official.

Rate to be quoted per MT basis.

05. WAGON LASHING – 500 ROPES(approx)

Lashing of BFR /BRH wagons with wire ropes, brackets & clamps to arrest movement of components during transit as instructed by Shipping Officials.

Lashing of boiler components with steel wire rope as per the instruction of engineer incharge, by providing sufficient corner plates or tyre pieces to protect the damage of boiler components loaded in the wagon. Door covers are to be closed back after completing the lashing work. Any extra work like cutting, welding made on the wagon shall be carried out as per relevant schedule.

The required steel wire ropes, corner plates, buckle brackets, turn buckles, bulldog clamps, etc., required for lashing will be provided by BHEL at free of cost.

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Writing of consignee, consignor address in the wagons in order to comply with railway norms shall strictly followed. Tags provided by the railway authority to be fixed in the specified places on the wagons.

Any re-work due to faulty workman ship will be at the risk & cost of the contractor.

Rate is to be quoted per rope only.

06. EXPORT PACKING (SEAWORTHY CONDITION)– 1000 MT(approx)

Receipt / Collection of Export materials / components / Crates.

Verification of components.

Placement / Positioning of high density polyethylene sheet.

Stacking of components / Materials.

Reconditioning of Silica Jell Crystals as instructed.

Positioning silica jell crystals / bags at the appropriate place.

Covering / Stitching of high-density polyethylene sheets.

Preparation of GI sheets, four sheets for stenciling details as per export contract requirement.

Painting of GI sheets with the recommended shade.

Arresting of packed components with suitable wooden battens / scantlings.

Arresting / welding supports, cleats, angles / channels of required size to arrest / withstand.

internal movements of components during handling / transit.

Verification of packing arrangements and obtaining clearance from the agencies.

Special paints required for export packing requirements (Painting of GI sheets) Identification / marking in line with customer requirement, Stickers shall be provided by BHEL.

The applicable rate shall include preparation of sheets, special painting & writing shipping marks and details as per contractual requirement (Stenciling of from and to addresses shall be paid separately as per contract).

Handling facilities such as Jumbo, Flow car, Forklift, Crane etc., wherever required shall be provided by BHEL. Contractor shall employ his manpower for assisting the crew in handling / movements / unloading / loading.

Welding Generator, Power Supply, Welding electrodes, Gas cutting equipments, accessories will be provided by BHE at free of cost.

Providing skilled welder, fitter / marker, gas cutter / Supervisor are the responsibilities of the contractor to meet packing, handling, fabrication and other contractual requirement. The necessary Wooden Planks, Runners, Scantlings, Reapers etc. will be supplied free of cost by BHEL.

Rate to be quoted per MT basis (Net Weight of packed components).

07. STENCILING / WRITING WORK ORDER DETAILS ON ALL PACKED BOXES APPROXIMATE QUANTITY – 12000 Boxes(approx)

The details of writing the name of the Consignee / Consigner, Identification of components, Gross/Net weight, Handling instruction etc., on the boxes, wagons, components are under the scope of contractor. Stenciling should be Aesthetic and Bold.

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The required paint will be supplied by BHEL free of cost. Painting brushes will be contractor's scope.. The above shall be carried out as per the dispatch instruction given by Shipping Officials.

Rate to be quoted per box

8. CLEANING, PAINTING AND SALVAGING WITH IN SHIPPING YARDS - 4500 Sq.M(approx)

The finished components rusted due to storing in open yards are to be cleaned and painted, as per instructions of Shipping officials, before dispatching to site. Salvaging of non-moving items lying in all the yards of Shipping premises, are to be cleaned and painted for salvaging to other customer work orders. Paint ,wire brush & emery sheet will be supplied by BHEL free of cost. Painting brush will be contractor' scope.

Rate to be quoted per Sq.M basis

09. ASSEMBLING OF WOODEN / PLYWOOD BOXES - 350 Cub.Mtr(approx)

Collection of wood, assembling of wooden / plywood boxes at Shipping/Shop or as directed by Shipping Officials for packing finished components like Aluminum fan blades, fan shaft, shaft with bearing, FD/ID fan rotors etc., with special cover sheets as directed by Shipping Officials. All packing tools/packing materials including nails will be supplied by BHEL at free of cost

Rate to be quoted per cu.mtr basis.

**13. CARRYING-OUT MISCELLANEOUS WORK BY PROVIDING MANPOWER
ON MAN-HOUR BASIS- 11700 Hrs(approx)**

Cleaning of shipping outer yard, finishing bay, covered bay, non-moving yard and Offices and cleaning of equipment/boiler components, etc.,.

Removing/Collecting the debris like wood/ iron cut-bits, polythene, paper, cotton and other waste in one place for disposal.

Segregate and movement of boxes/components if required.

Cleaning of rusted components/covering the components by tarpaulin sheets as per the shipping officials instructions.

The above sundry works shall cover on Man-Hour basis.

The rate is to be quoted for the above works on Hourly basis.

14. SURVEILLANCE - 2400 Man hour(approx)

It is a regular activity of Shipping Department to conduct surveillance on the packed boxes / components. Surveillance of components in the packed boxes/crates involves opening of the boxes, removal of the components, verification of the components and re-packing them.

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It is required to open the closed boxes, removal of all material from the boxes, keep the materials on the ground for counting, weighing, measuring and then re-pack well (as originally packed) and close the boxes back to the original position and to keep it ready for dispatch.

Cleaning/salvaging of work to be carried out as per the instructions of the Shipping department officials.

Rate to be quoted for the Man-Hour basis only.

15. DESPATCH / COLLECTION OF DOCUMENTS / STORES FROM WITHIN FACTORY / TOWNSHIP PREMISES – 4000 Man hour (approx)

Dispatch of documents to other departments, parcels to Township Post Office, couriers office etc.,.

Collection of stationary, consumables, welfare materials from Main Stores and other areas to Shipping Department.

Issuing materials like Soap, Dungry cloth, Cap, Hand gloves and Tools to the employees in general /night shift operations to be arranged.

Dispatching / Collecting of Documents, letters, Files, parcels and obtaining clearance etc., from various offices within the Factory and Township premises.

If required Bicycle shall be provided.

As required by Shipping Officials the work needs to be carried out and the concerned Shipping Officials will define the work from time to time.

Rate to be quoted for the man hour basis only.

19. SUPPLY OF GASES

Supply of LPG & Oxygen gas for the use while export packing and crating. BHEL will reimburse the increase in the statutory raise of the Gas Price by the Government during the currency of the contract.

Rate to be quoted per cylinder.

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ANEXURE-II

SPECIAL CONDITIONS OF CONTRACT

The Contractor to bring adequate manpower every day (suitably deployed in shift operations depending upon the quantum work load / as instructed by Shipping Officials) for carrying out and completion of the daily activities/works that are assigned by the Shipping Officials specified in the Tender Schedule. The manpower may be increased or decreased depends upon quantum of work. If the Contractor is not completing the assigned work in time as specified by BHEL , the same will be completed by BHEL engaging alternate resources and the difference in rate of payment with BHEL overheads will be debited/recovered from the Contractor. If such instance repeats frequently it will be viewed seriously. Whenever there is an additional requirement is communicated by the Shipping Officials, as per the need, the contractor should provide the additional manpower for round the clock shifts to carry out the work in time..

The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.

Work Instructions are to be obtained from respective Shipping Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. BHEL dispatch documents shall not be enclosed as a proof of carrying out the jobs. Handling, Unloading or Loading and movement are considered as a single activity and claimed accordingly. Any demurrage incurred on account of Lashing/Address writing on wagons due to the default of the contractor shall be attributed only to the contractor's risk and account.

Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.

All packing materials, lifting tools & tackles, wire ropes, nylon belts, chains, welding generators, cutting nozzles, regulators, paint, wire brush, cotton waste, etc., supplied free of cost by BHEL are to be maintained properly. In case of any damage/loss or premature failures, the cost of which will be recovered from the contractor.

The minimum safety equipments required to be provided for the contractor's workmen under this contract are **safety boots, leather hand gloves, welding screen, welding/cutting goggles and apron**. It is the responsibility of the contractor not only to provide the work force with such safety equipments at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by with holding the amount recommended by Shipping /Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to give declaration that BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly. This undertaking shall be given prior to the execution of the contract.

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As required under the Tamilnadu contract Labour (Regulation and abolition) rules 1975, the contractor will have to obtain the License in advance. This should be produced as and when demanded, if not, appropriate action will be taken against the contractor.

Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.

The Contractor has to apply and provide ESI facilities to all his employees concern. Similarly the contractor shall cover all his workers under ESI scheme and produce the enrollment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.

The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.

The contractor shall pay the minimum wages to his workers not less than the wages that are being notified by the Tamilnadu Government under the minimum wages Act effective from 01.04.1996 applicable for Engineering and Fabrication industry from time to time.

Any increase in wages paid to the workers on account of revision by T.N. Government or by BHEL subsequent to the award of contract and or during any time of execution of the contract WILL NOT BE REIMBURSED TO THE CONTRACTOR at actual. The contractor has to foresee such eventuality in advance and quote the rates accordingly.

The contract labourers shall also be allowed paid Weekly Off as per rules.

The contractor has to ensure payment of the statutory prescribed minimum wages as applicable from time to time and maintain proper records of their timely disbursement. These records would need to be preserved and made available even after the contract is over for any verification by the various statutory authorities.

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ANNEXURE-III

SAFETY PRECAUTIONS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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ANNEXURE-IV

SERVICE TAX CONDITIONS

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Section-B Pure Service not involving any supply of materials by Contractor:

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

Section-C Supply of Labour Service:

Bidders have to quote full Service Tax payable in the Price bid format included in the Bid document. Out of Full Service Tax amount indicated by the Bidder, 25% of the same shall be considered for evaluation of offers in the case of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons. For Other Bidders full Service Tax quoted shall be considered for evaluation.

In such cases of successful Bidder being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, 25% of the Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence. For others Service Tax quoted in the Price Bid will be considered for reimbursement against valid documentary evidence.

In such cases of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, Service Tax payable by BHEL as receiver of supply of manpower Service i.e. 75% of the Service Tax payable for the service on quoted price, by BHEL @ **9.27%** presently, shall be added to arrive at the total cost to BHEL for each bidder for the purpose of evaluation of Bids.

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ANNEXURE-V
GENERAL CONDITIONS OF CONTRACT

1. DEFINITION: -

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 to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) 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 persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the AGM/SHIPPING to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/SHIPPING, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/SHIPPING authorized to invite tenders and enter into contract for works on behalf of the Company.
- g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any 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 down in the BHEL regulations.

2. HEADING TO THE CONTRACT CONDITIONS :- The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT:- The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have

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satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. **DEVIATIONS:-** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of AGM/SHIPPING. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. **OCTROI AND OTHER DUTIES:-** All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. **PLANT AND EQUIPMENT:-** The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.
8. **SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .
9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:-** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
10. **SECURITY DEPOSIT:**

Security deposit for this contract would be Rs.1.5 lakhs. The EMD amount Rs.1.5 lakhs of the successful bidder will be converted as Security deposit. No further deduction will be made during the entire contract period.

11. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
11. **ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.
12. **CONTRACTOR'S SUPERVISION :-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the AGM/SHIPPING to act on his behalf. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself. The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/SHIPPING or the OFFICER-INCHARGE, to receive instructions. The AGM/SHIPPING shall have full powers and without assigning any reason,

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require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

13. **LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.
14. **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 risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
15. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM/SHIPPING and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, 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, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

16. **LAWS GOVERNING THE CONTRACT:-** The contract shall be governed by the Indian Laws for time being in force.
17. **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:-** BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall :-

(i) Offer or 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 for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(ii) enter in to 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 BHEL,

OR

(iii) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

18. **RISK PURCHASE CLAUSE:**

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/SHIPPING or his authorized officials and continues in that state after a reasonable notice from AGM/SHIPPING or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of shipping which is final and conclusive) being

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less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/SHIPPING or the same shall be recovered from the Contractor by other means.

19. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT: -

BHEL, 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 any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act 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 or debenture holders to appoint a receiver or Manager,

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of shipping which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/SHIPPING or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries-out the work under the provisions of this condition the cost 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 the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/SHIPPING whose decision shall be final and conclusive.

20. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT :-

If the Contractor :

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/SHIPPING or his authorized representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under ;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by

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AGM/Shipping which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/SHIPPING or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost 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 the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/SHIPPING whose decision shall be final and conclusive.

21. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

22. SPECIAL POWER TO TERMINATION:- If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/SHIPPING 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 fore-closing of the work.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

23. SUBMISSION OF BILLS BY CONTRACTOR :- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the AGM/Shipping separately 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 items provided in the contract documents.
 - b) Extra items / new items of work.
 - c) Items in-respect of which rates have not been settled. He should 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.
24. PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" OR by NEFT / RTGS payment within a reasonable time after the certification of bills by authorized officials of shipping.
25. RECOVERY FROM CONTRACTOR: - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

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26. **POST TECHNICAL AUDIT OF WORK AND BILLS:-** BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.
27. **REFUND OF SECURITY DEPOSIT:-** The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".
28. **FORCE MEJEURE CLAUSE:-** If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/SHIPPING subject to prompt notification by the contractor.
29. **ARBITRATION :-** All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the AGM/SHIPPING or 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 to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER 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 of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.
30. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
31. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.
32. **SIGNING OF CONTRACT:-** Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

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33. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, 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 by the Contractor.
34. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
35. 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.
36. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
37. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

ANNEXURE-VI
TENDER CONDITIONS

- 1) The Tender documents shall be published in the BHEL Web sites/Govt tenders web page. Any clarifications/corrigendum in this regards will be given only through web-sites and not in any other mode of communication. Bidders shall visit the web page periodically.
- 2) Contractor shall quote the rate in all the columns against each schedule of the rate schedule enclosed in Rupees & Paise only. In case of any difference in the rates quoted in figure and in words, the lower of the two rates will be taken as tendered rates. If any column is not filled, the offer shall be rejected.
- 3) All entries in the tender documents should be in ink only. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 4) In case the tenderer finds discrepancies or omissions in any of the tender documents or doubt as to their meaning, he shall at once address the authority inviting the tender, for clarification before tender opening.
- 5) Earnest Money Deposit of Rs.1,50,000/- (Rupees One Lakh fifty thousand only) shall be submitted in the form of DD drawn on SBI and payable at SBI Mukundarayapuram BHEL Branch Code: 007013 in favour of Bharat Heavy Electricals Limited, Ranipet-6 mentioning tender number etc., shall be enclosed along with the tender. The tender document without EMD amount will be rejected. The EMD amount submitted will be retained by BHEL till finalization of the contract. EMD submitted by the successful tenderer will be adjusted against security Deposit, and retained till the valid period of the contract/fulfillment of contractual obligations. EMD/Security Deposit thus deposited bears no interest. EMD given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful tenderer. EMD paid on the name of bidders only acceptable.

EMD by the tenderer will be forfeited
 - i) if after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The tenderer does not commence the work within 15 days from the date of LOI/Contract.
- 6) Tenders shall be sealed and super scribed with tender number. Tenders submitted by post shall be sent by "REGISTERED POST WITH ACKNOWLEDGEMENT DUE" (or) 'SPEED POST'. These shall be posted with due allowance for any delay in postal delivery. On no account, tenders received after the due date and time fixed for receipt of tenders, will be accepted.
- 7) Last date & time for the receipt of the tender in the office of the AGM/Shipping is on **15.02.2013** up to 14.00 Hrs.
- 8) The tender will be opened in the office of the AGM / Shipping at 14.30 Hrs. on **15.02.2013** in the presence of such of those tenderers who are all present.

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- 9) BHEL reserves the right to reject the lowest or all the tenders without assigning any reason and to split up the quantity to more than one tenderer.
- 10) If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.
- 11) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 12) Tenderer will have to produce current Income Tax Clearance Certificate from the Income Tax Officers concerned along with their tenders. These tenderers whose income is not taxable will be required to give an affidavit on their income in the proper form.
- 13) The tenderer should produce certificate of credit worthiness along with particulars of cash credit/overdraft/Bank Guarantee/solvency facilities for limits enjoyed by them and the extent of the utilization so far from their bankers.
- 14) Tender documents will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.
- 15) All tenders shall reach Shipping Office on or before the specified scheduled date & time. Tenders submitted after the due date will not be considered. BHEL is not liable for loss/damage/delay of the tender documents in transit.
- 16) The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
- 17) AGREEMENT: The tenderer after award of work by BHEL through letter of indent shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.
- 18) STAMPING THE AGREEMENT:
The expenses of completing and stamping the agreement are borne by the contractor.
- 19) Tenderers should read the tender documents, general terms and conditions thoroughly and to be acknowledged by signing at the bottom side in all the documents papers and the same may be submitted.
- 20) If tenderer have any question arises about the tenders, they may please get it clarified from Shipping department during week days from 08.00 to 16.00 hrs with the under signed.
- 21) The validity of the offer shall be 90 days from the date of tender opening.

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ANNEXURE VII

LABOUR LAWS

- 01 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02 The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - (a) The contract labour (Regulation and abolition Act 1970) and the related Tamilnadu Rules.
 - (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
 - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
 - (d) The Factories Act 1948 and the related Tamilnadu Rules.
 - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - (f) The Employees State Insurance Act 1948.
 - (g) The workmen's Compensation Act 1923.
 - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

03) .REGISTRATION AND LICENSING:

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract work.
- (c) Period of work.
- (d) Number of maximum labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- (4) The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories/Assistant Commissioner of Labour as the case may be). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- (5) The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.

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- (6) The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- (7) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- (8) The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.

WAGES:

- (9) The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time. The present minimum wage for USW/SSW/SW is Rs.190.00/197.00/203.00 per day respectively. In addition a sum of Rs.2000/- Rs.2300/- Rs.2500/-for USW /SSW/SW shall be paid per month per worker. All statutory requirements like PF, ESI & Bonus and Overtime will be applicable for this additional payment.
- (10) The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- (11) The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period incase the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
- (12) All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- (13) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- (14) Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- (15) The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- (16) The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. has been paid to the workmen concerned in my presence on at
- (17) A certificate of payment shall be furnished in duplicate by the contractor to the Engineer Incharge each month.

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- (18) A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- (19) Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form:
- a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract labour engaged during the month
 - e. No. of days worked
 - f. No. of mandays worked
 - g. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month.

REGISTERS RECORDS AND COLLECTION OF STATISTICS.

- (20) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and Tamilnadu Rules there under shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
 - b. Employment Card.
 - c. Service Certificate.
 - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- (21) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- (22) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- (23) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- (24) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- (25) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.

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- (26) All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.

WORKING HOURS AND WORKING CONDITIONS:

- (27) No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- (28) The contractor shall inform BHEL Management in the prescribed form details or the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- (29) The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
- (30) The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- (31) The contractor shall give four paid national holidays to his workers, viz 26th January, 1st May, 15th August and 2nd October.
- (32) The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- (33) The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
- (34) No women worker shall be required or allowed to work in the factory except between the hours of 6.00 A.M. and 7.00 P.M.
- (35) The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules .

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NOTICE OF ACCIDENT:

- (36) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- (37) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- (38) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- (39) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 2-1/4% of wages to be recovered from his/her workmen and 5% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
- (40) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (41) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.

As per the existing provisions every worker who has completed three months continuous service or has actually worked for not less than 60 days within a period of 3 months or less shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 8-1/3% of wages will be recovered by the contractor from the wage of his contract labours. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

- (42) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (43) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.

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- (44) Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- (45) The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
- (46) In case of non compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- (47) Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

General: Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

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- 27 -
ANNEXURE-VIII

RATE SCHEDULE (PRICE BID)

Tender Notice No.BAP:SH:OT:001:2013-2014					DT. 18-01-2013	
Sl No	DESCRIPTION OF WORK (A)	QTY (B)	UNIT (C)	Rate (D)	Total Amount (B x D)	
				(Rs.)		
	Section: A - Items of other Services	Service Tax 12.36%				
1	<u>Heating Elements Packing</u> a) Assisting to Move the Empty boxes (Steel/Wood) to the bay from factory shipping yards. b) Packing of Heating Element baskets. c) Assisting to load the completed boxes in to Vehicles/Wagons. (Rate quoted on MT basis.)	11300	MT			
2	<u>OS/Sub Delivery small components receipt and Packing into Wood/Steel boxes of various sizes.</u> a) Assisting to move the empty boxes to packing area from factory shipping yards. b) Unloading the finished components and packing into the boxes. c) Nailing/Bolting, Fixing Steel straps. d) Assisting to Move and stacking the completed boxes at its designated places as directed by Shipping Officials. (Rate quoted on MT basis.)	12000	MT			

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Sl No	DESCRIPTION OF WORK (A)	QTY (B)	UNIT (C)	Rate (D)	Total Amount (B x D)
				(Rs.)	
3	<p><u>Crating</u></p> <p>a) Making crates by welding, as identified by shipping officials. (All required raw materials, Power, consumables, welding sets with accessories shall be provided by BHEL at free of cost.</p> <p>b) Minimum 2 plates/sheets to be fixed on the crate by welding for writing From/To addresses.</p> <p>c) Special crates fabrication as directed by shipping officials. (Eg:-Stand for gates, Support for Dampers, APH Components and cuttings of RM items like channels and angels etc..)</p> <p>(Rates quoted per MT basis of finished crating / support stand)</p>	600	MT		
4	<p><u>Finished Components Manual Loading into the Vehicles/Unloading from Vehicle</u></p> <p>All required accessories like fork lift, crane with operating crew(1 operator+ 2 helpers) etc., shall be provided by BHEL, for items weighing more than 30 kgs/per piece. Units having weight less than 30 kgs will be loaded/ unloaded manually by the contractor.</p> <p>To be Loaded/unloaded and stacked as directed by Shipping Officials (Rate quoted per MT basis)</p>	17000	MT		
5	<p><u>Lashing of Finished Components loaded in the Wagons</u></p> <p>Assisting loading of Finished Components and Lashing with wire ropes as directed by shipping officials. (Rate quoted per Rope)</p>	500	ROPE (Nos.)		

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Sl No	DESCRIPTION OF WORK (A)	QTY (B)	UNIT (C)	Rate (D)	Total Amount (B x D)
				(Rs.)	
6	<p><u>Export Packing –</u> To be packed as directed by the shipping officials. Special care is to be taken while providing additional packing materials, supports, sheets, special marking, stenciling etc., All packing materials including paint, wire-brush, cotton waste etc., are in the scope of BHEL. Painting brushes are in the scope of the contractor. Rate quoted per MT basis of packed components (Net Weight).</p>	1000	MT		
7	<p><u>Stenciling/Writing on Boxes</u> W.O Nos, on all four sides of the boxes(Letter size measuring not less than 4 to 6 inches) and From & To addresses, net/gross weight, box nos etc..on one side of the box(Letter size minimum 1 inch) to be stenciled/written. Necessary paints will be supplied by BHEL, at free of cost and all the required brushes will be the scope of the Contractor. Rate quoted per Box (75 to 100 letters per box shall be there).</p>	12000	Boxes (Nos)		
8	<p><u>Cleaning , painting & salvaging</u> The finished components rusted due to storage in open shipping yards are to be identified, cleaned and painted, as per the instruction of shipping official, before despatch to concerned sites and Salvaging of non-moving item lying at all the Shipping yards. (Rate quoted per sq.mtr basis)</p>	4500	Sq.mtr		

Signature of the tenderer with seal

Sl No	DESCRIPTION OF WORK (A)	QTY (B)	UNIT (C)	Rate (D)	Total Amount (B x D)
				(Rs.)	
9	<u>Wooden /Plywood Boxes Assembling at carpentry section.</u> Making of wooden boxes, packing of finished components with special cover sheets etc.. as directed by the shipping officials. Packing tools/Packing Materials will be supplied by BHEL. Payment will be made for the volume of the boxes. (LxBxH) (Rate quoted per cu.mtr basis)	350	cu.mtr		
10	Sub-Total for Section- A				
11	Service Tax amount (Please indicate Service Tax amount @ 12.36% for total amount quoted)		%	12.36%	
12	Total for Section - A (Including Service Tax) ((10) + (11))				
	Section: B - Items of Supply of labour	Service Tax 12.36%, 75% of Service Tax (9.27%) payable directly by BHEL and 25% of Service Tax (3.09%) reimbursable to the Bidder			
13	<u>Carrying out miscellaneous work by providing Manpower</u> On hourly basis for various miscellaneous jobs like cleaning of yards, replacement of broken/damaged boxes and packing, segregating components/boxes, and stacking of components etc., (Rate quoted per Man-hour basis.)	11700	Man Hour		
14	<u>Surveillance</u> Package (packed boxes/crates) opening, removal of components, keeping for counting, physical verification, counting/ measuring and weighing of components of unit size of every hundred or part thereof re-packing and closing the boxes, etc., for surveillance purposes. (Rate quoted per Man-Hour basis)	2400	Man Hour		

Signature of the tenderer with seal

Sl	DESCRIPTION OF WORK (A)	QTY (B)	UNIT (C)	Rate (D)	Total Amount (B x D)
				(Rs.)	
15	Despatch / Collection of documents, handling of documents from Stores/Finance and to various agencies within factory & township premises (Includes booking of smalls materials to sites thro' Post Office/Courier services) etc.. (Rate quoted per Man-Hour basis)	4000	Man Hour		
16	Sub- Total - Section B				
17	Service Tax amount (Please indicate Service Tax amount @ 12.36% for total amount quoted)		%	12.36%	
18	Total for Section - B (Including Service Tax) ((16) + (17))				
	Section: C - Items of supply	Rates are inclusive of all Taxes and duties.			
19	Supply of Gases for the use while export packing and crating.				
	- LPG Gas-17 kg capacity	9	cylinder		
	- Oxygen Gas-7 cu.m capacity with relevant pressure	95	cylinder		
20	Total for Section – C				
21	GRAND TOTOAL {(12)+(18)+(20)}				
	Note:-				
	1 - When surge load arises for any activity additional manpower to be provided as instructed by Shipping Officials.				
	2. BHEL will reimburse the increase in the statutory raise of the Gas Price by the Government during the currency of the contract.				

Signature of the tenderer with seal

BHEL'S SCOPE & CONTRACTOR'S SCOPE

BHEL'S SCOPE

The following items shall be provided by BHEL at free of cost.

1. **Handling Machineries:** EOT crane, Mobile crane, Forklift, Jumbo, Drilling machine, Bag stitching machine, Welding generator, weighing machine etc.,
2. **Handling Accessories:** Lifting tackles, steel wire ropes, Sling chain, Nylon belt, Manila rope, Hook, Eye bolt, D shackle, spanner set, Welding/Gas cutting cables tubes, cutting torch etc.,
3. **Packing Materials:** Polythene sheets, Bubble sheets, Silica Gel, Thermo Cole, Binding wire, Hoop Iron Binding Strips, Plastic tape, BHEL Seals various size of Nails, (for packing purpose) Clamps, Turn buckle, V-Clamps, Nylon rope, Nylon thread, Bitumen paper, Rubber sheet, Aluminum Foil etc.,
4. **Consumables:** Welding electrodes, Welding/Gas cutting equipments etc., For Export packing - Special Paints as per the contract. Paint shall be provided for stenciling purpose as per the contract.
5. For Salvage of materials, necessary cleaning materials like emery paper, kerosene/petrol /wire Brush and paint shall be provided for this purpose.

CONTRACTOR'S SCOPE

1. Safety equipments such as safety boot, Hand gloves, Goggles, Welding Shield, Apron etc.
2. For Stenciling & Letter writing work – good quality of lettering brush should be arranged.
3. Oxygen / acetylene / LPG cylinders, gas cylinders are in the scope of contractors and will be paid in Sl.No.19 of the rate schedule.
4. For all other painting work. Painting brush will be contractor scope.

Billing Procedure – Log Book Maintenance

Tender Notice Serial Nos. 01,02,03,04, & 06 - indicated Unit – MT.

Works carried out / calculated based on weight basis – MT only. The completion of work shall be certified by the respective/identified work in charges and counter check done by concerned shipping officials. Details are based on Packing Slips, Loading Advise Slips, Delivery Challan, FPI&SO, DD format etc.,

Tender Notice Serial Nos. 05,07&19 - indicated unit – Numbers and Sl. No.8- indicated in sq.mtr., Sl No.9 indicated in cub.mtr. and Sl.Nos.13,14 & 15 will be in Man hour.

Wherever the work carried out, the actual work completed shall be certified by the respective/identified work in-charges and counter check done by concerned shipping officials. Details of work are based on Wagon Gate Pass, Packing slips, Loading Advise Slips, Delivery Challan, FPI&SO, DD format etc.,

Signature of the tenderer with seal

ANNEXURE-X
RTGS FORM

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR																	
02	VENDOR CODE (as in PURCHASE ORDER)																	
03	Details of Bank Account:																	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)																	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)																	
C)	BANK BRANCH CODE																	
D)	MICR CODE	<table border="1" style="width: 100%;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																
E)	ACCOUNT NUMBER	<table border="1" style="width: 100%;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																
G)	VENDOR NAME AS PER BANK RECORDS																	
H)	BANK BRANCH RTGS IFSC CODE	<table border="1" style="width: 100%;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																
I)	BANK BRANCH NEFT IFSC CODE	<table border="1" style="width: 100%;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																
J)	YOUR EMAIL ID (give two ids)																	
K)	NAME OF AUTHORISED SIGNATORY																	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/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 is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH 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 the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

Signature of the tenderer with seal