



**Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.**

Tender Document for the Work of :

Periodical Machine
Maintenance (Preventive)

at

BHEL, Electronics Division,
Bangalore – 560 026.

Opening Date : 27/08/20143 – 1.30 pm

This Tender document contains 45 pages

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ISSUING OFFICER



Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.

Phone : 26998 406 / 26998 058

NOTICE INVITING TENDERS

01. Tender Number : BHEL/EDN/PMM/2014-15/01
dated : 06.08.2014
02. Name of work : Periodical Machine Maintenance
(Preventive)
03. Completion Time : 24 Months
04. Estimated Cost : Rs. 77.00 Lakhs
05. Earnest Money Deposit : Rs. 1,50,000 /-
06. Last Date & Time for the Receipt of Completed Tender. : Before 1.00 PM on 27/08/2014
07. Date & Time for Tender Opening (Technical Bid) : At 1.30 PM on 27/08/2014
08. Place of submission } : The tender should be submitted in two parts
of Tender } 1. Technical & Commercial Bid
2. Price Bid
Both bids shall be submitted in separate sealed covers.
Both the bids shall be dropped in **Factory Services Tender Box,**
available in the Reception Area at BHEL,
Electronics Division, Mysore Road, Bangalore - 26

This tender document contains 45 pages including the following.

01. Instructions to tenderers
02. Scope of Work with Annexure A, A1, A2, B,
03. Schedule of Work I A, and II A
04. Terms & Conditions
05. Questionnaire (Annexure – 2)
06. Annexure 3 (Technical Bid – Data Sheet)
07. Price Schedule A, B , C, D, E

Note : The tenderer shall return the duly filled in tender document after affixing signature on all pages.

Issued to :

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Electronics Division
Mysore Road, Bangalore – 560 026.

INSTRUCTIONS TO TENDERERS

Name of the work : Periodical Machine Maintenance (Preventive).

1. Sealed Tenders for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to AGM / FS-E&S, Bharat Heavy Electricals Limited, Electronics Division, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
- 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence) , FAX / e-mail address, Mobile No. etc..
3. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
4. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document.
5. Unit rates should be quoted in figures as well as in words in Indian Currency only – i.e., Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of Service Tax, Sales Tax etc., and also expenses towards PF and ESI contributions (see clauses 8, 34,35 and Annexure ‘C’). Amount of each item and the total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
7. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract except for statutory charges.
8. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies arising from Acts, passed by Parliament or by State legislature and rules framed there under. If there is any revision in the statutory levies, the same may be claimed by the successful contractor by submitting necessary proof.
9. (a) The rates quoted in the tender shall remain valid for a period of ‘THREE MONTHS’ from the date of opening of tender.
(b) Tenderer shall not increase the quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.

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10. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).
11. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labor. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, and specifications of materials and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification, but which is necessary to complete the work.
12. Should a tenderer find discrepancies or omissions in the specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

13. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
14. **EARNEST MONEY DEPOSIT** : Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. **Tenders without Earnest Money Deposit receipts are liable to be rejected.** No interest will be paid on the earnest money deposits.
15. The **EARNEST MONEY DEPOSIT** shall be submitted along with Technical bid and may be furnished in any of the following forms :
(a) Cash (b) Demand Draft
16. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
17. If after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
18. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.

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19. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
20. The contractors must submit the following testimonials simultaneously with their tenders. These testimonials shall be signed by the person (s) issuing the same indicating their name, designation and full address.
- i) **A certificate to establish that the tenderer is an independent contractor working on his own.**
- ii) **At least 2 certificates from responsible officers of Government or firms of repute or 2 Work Order / PO Copies issued by Govt. / reputed firms, regarding the tenderer's capacity to undertake and carryout the work tendered for / similar work satisfactorily. It may please be noted that similar work means the following:**
- a) **Nature of work** : The contractor should have deployed persons for carrying out cleaning of machines / equipment as mentioned in the tender or any type of machineries / equipment.
- b) **Value of Work** : The contractor should have carried out
- A single work for a minimum value of Rs.61.60 Lakhs (80 % the tender value) OR**
Two similar completed works (each not less than 50% of the tendered value)
of Rs.38.50 Lakhs **OR**
Three similar completed works (each not less than 40% of the tendered value)
of Rs.30.80 Lakhs.
- iii) **A Solvency certificate for a value of Rs. 19.25 Lakhs (25 % of the tender value) from a Bank of standing or magistrate regarding the tenderer's financial position.**
- Note: (a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted.
- (b) **Non – submission of the above testimonials simultaneously with the tenders may result in the tenders being rejected.**
21. **The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:**
- (a) Name of work, value and address.
- (b) The balance work remaining to be done on the same.
22. Tenders submitted by post should be sent by “Registered Post with Acknowledgement due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
23. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of tender.
24. If a tenderer expires after the submission of tender or after the acceptance of tender, BHEL may, at their discretion, cancel such tender.

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25. If a partner of the firm expires after the submission of the tender, after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.
26. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
27. If the tenderer deliberately gives wrong information in the tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
28. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
29. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
30. The expenses for completing the stamping the agreement shall be paid by the contractor.
31. **Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.**
32. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
33. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail.

Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the pro forma enclosed at Annexure B.

34. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner and submit the copy of the PF Code allotment order. If work is awarded, he should produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner along with their monthly bill. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities, under intimation to

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BHEL. Final payments (Security Deposit amount) due to him will be released only on production of the following.

- a) “No due certificate” from the Regional Provident Fund Commissioner.

OR

In case EPFO authorities do not issue “NOC”, the contractor shall submit a letter to EPFO, after the completion of works, along with all documents and seek their advice regarding any dues to be paid for the contract executed. If the authorities reply to the contractor, the contractor shall fulfill the requirements of the authorities and submit the details to BHEL. In case the authorities do not reply even after one month from the date of submission of the request letter, the contractor may state the facts and request BHEL for settling the SD. They shall submit the following documents in lieu of “NOC”

- (a) Necessary proof for having paid the entire amount of PF dues payable to PF authorities, for the contract period (such as Inspection reports) **and**
- (b) Copy of Half Yearly / Yearly returns, whichever is applicable, submitted to PF authorities for the contract period. **and**
- (c) Indemnity Bond as per the format which will be issued by BHEL along with the work order, to indemnify BHEL , EDN

35. The Contractor should have registered with the E.S.I. Authorities as an independent Employer, and should have their own code number. If order is placed, they should remit the dues in respect of the labour employed by them for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer. Final payments (Security Deposit amount) due to them will be released only on production of the following.

- a) “No due certificate” from the ESIC Authorities

OR

In case ESIC authorities do not issue “NOC”, the contractor shall submit a letter to ESIC, after the completion of works, along with all documents and seek their advice regarding any dues to be paid for the contract executed. If the authorities reply to the contractor, the contractor shall fulfill the requirements of the authorities and submit the details to BHEL. In case the authorities do not reply even after one month from the date of submission of the request letter, the contractor may state the facts and request BHEL for settling the SD. They shall submit the following documents in lieu of “NOC”

- (a) Necessary proof for having paid the entire amount of ESI dues payable to ESIC authorities, for the contract period (such as Inspection reports) **and**
- (b) Copy of Half Yearly / Yearly returns, whichever is applicable, submitted to ESIC authorities for the contract period. **and**
- (c) Indemnity Bond as per the format which will be issued by BHEL along with the work order, to indemnify BHEL, EDN.

- 35.1 If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.

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- 35.2 The Contractor should apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority under intimation to the Principal Employer.
- 35.3 If applicable, the Contractor shall insure all his labourers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL
36. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,

37. **TERMS OF PAYMENT :**

The Terms of payment will be as per the Terms & Conditions enclosed

38. **EXTRA ITEMS :**

No extra items of work shall be carried out by the contractor other than those authorised to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer, the rates will be fixed on the basis indicated under clause 50 of BHEL GCC.

39. **SECURITY DEPOSIT**

Upon acceptance of the tender, the successful tenderer shall, within the time specified in the Letter of Intent, deposit with Bharat Heavy Electricals Ltd., either in cash or in the form of Government Securities endorsed in favour of Bharat Heavy Electricals Ltd., such further sum along with the Earnest Money paid by the tenderer to make up the full security deposit as referred to in clause 16 (1) of BHEL GCC. Please note that 50 % of the Security deposit shall be paid in cash and 50 % either in cash or in the form of Bank Guarantee.

Alternatively, the requisite amount (50 % amount) to make up the full security Deposit may also be deducted from each running bill in respect of the particular contract concerned at 10 % (ten percent) of the value of the work done by the Contractor as billed, till such deductions along with the Earnest Money already deposited by them shall make up the full security deposit as per clause 16 (1) of BHEL GCC.

For extra items of work and deviated quantities, security deposit will be recovered at 10 % of the value of deviated amount. The security deposit will be released as stipulated under clause 34 and Clause 35.

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ANNEXURE: 'B'

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/additions/deletions to clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

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ANNEXURE ‘C’

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship to the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ, in connection with the works, any person who has not completed eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge, at the intervals specified by him, a distribution return of the number and description by trades of the work, people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him, either directly or through sub-contractors, wages not less than fair wages, as defined in the Contractor's Labour Regulations.

The Contractor shall in respect of labour employed by him, either directly or through sub-contractors, comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made thereunder from time to time.

The Contractor shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees' State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.

The Contractor shall be liable to his contribution and the employees contribution towards PF as per Provident Fund Rules and Regulations, in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.

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The Engineer-in-charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations, have the power 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 workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register / Slip under the provisions of these Regulations which is materially incorrect, then, on the report of the Inspecting Officers as defined in the Contractors Labour Regulations, the Contractor shall without prejudice to any other liability pay to BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer – In – Charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall, at his own expense, comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time, for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

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SAFETY CODE

**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF
SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

1. Before commencing the work, the contractor is required to submit a “SAFETY PLAN” to the authorized BHEL Official. The ‘Safety Plan’ shall indicate, in detail, the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modification in the Safety Plan. The contractor shall abide by BHEL’s decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL, or its authorized officials, to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-
 - (i) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.
 - (iii) Safety Shoes conforming to IS – 1989: 1978.
 - (iv) Eye and Face Protection devices conforming to IS – 8520: 1977 and IS – 8940: 1978.
 - (V) Hand and body protection devices conforming to:
 - IS – 2573: 1975
 - IS – 6994: 1973
 - IS – 8807: 1978
 - IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained, before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions, power, its Distribution and use shall conform to the requirement of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The Contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per the directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

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Where it becomes necessary to provide and/or store Petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified), appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. Cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions, shall be borne by the contractor.

In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation, to the satisfaction of BHEL, after being given a reasonable opportunity to do so and / or / if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor, after giving a notice of not less than seven days, indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If the Safety record of the contractor is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

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ANNEXURE: 'D'

CLAUSE 38 OF BHEL GENERAL CONDITIONS OF CONTRACT

INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE, STRIKE, TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE BY AIRCRAFT (IF APPLICABLE) – NOT APPLICABLE FOR THIS CONTRACT

The contractor shall, within one month after the date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer, from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the Engineer – In - Charge.

If the contractor fails to comply with the terms of this condition, the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advance/payment to the contractor until the contractor shall have complied with the terms of this condition.

Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and obligation of the contractor to complete the entire work in all respects as certified by the Engineer – In – Charge.

In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by BHEL until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions, after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL's Property etc.,

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Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.

ANNEXURE 'E'

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole arbitration, some other person appointed by the Executive Director/General Manager, willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL-EDN or an employee of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director/General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as Arbitrator as aforesaid should act as Arbitrator and the Arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause, together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from time to time with consent of the parties extend the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

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UNIT HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, Contractors, Contract labors, trainees, suppliers, Customers and all Interested parties, as an integral part of business performance through:

- Compliance with applicable Legal and other requirements related to Occupational Health, Safety and Environment.
- Setting objectives and targets to eliminate / control / minimize environmental pollution, risks due to Occupational Health and Safety Hazards for preventing injury & ill health and Reviewing the objectives and targets to have continual improvement in HSE Performance.
- Promotion of activities for conservation of resources by environmental management with focus on electrical energy and chemicals.
- Communication of HSE Policy to employees, customers, suppliers, contractors and all interested parties and enhancement of Environmental, Safety and Occupational Health management Systems, by pro-active measures.
- Commitment for regular evaluation and pro-active measures for prevention & control of environmental pollution / risks due to incidents & occupational diseases.
- Appropriate training of employees, customers, suppliers, contractors and all interested parties on Health, Safety and Environmental (HSE) aspects.
- Formulation and maintenance of HSE Management programs for continual improvement.
- Periodic review & audit of HSE Management Systems to ensure its continuing suitability, adequacy and effectiveness.
- Co-operation with concerned agencies / regulatory bodies engaged in HSE activities.

17.10.2008

V. VISWANATHAN
EXECUTIVE DIRECTOR
BHEL (EDN & ISG)
BANGALORE

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Bharat Heavy Electricals Limited
Electronics Division
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ANNEXURE – A

SCOPE OF WORK (In brief)

**DETAILS OF PERIODICAL MACHINE MAINTENANCE (PREVENTIVE) SERVICES
TO BE CARRIED OUT BY THE CONTRACTOR AT BHEL, EDN.**

- 1.0 Machine Maintenance Services shall be provided by the contractor at BHEL, EDN, in the following Buildings and areas.
- a) CE – Fabrication Shop (Shed 10)
 - b) Maintenance Department, Safety Department, Transport
 - c) FS Fabrication Shop, Machine Shop
 - d) Telephone Exchange
 - e) Service Plants like Diesel Generator House, Compressor House, Air Conditioning Plants, Effluent Treatment Plant, Waste Water Treatment Plant, Canteen Boiler area, Diesel Storage area, Fork Lift shed, Substations
 - f) Utilities like Passenger Lifts, Goods Lifts
 - g) Water Tanks, Sumps & Cooling Towers
 - h) Equipments at Canteen
- 2.0 The kind of service includes
- a) Cleaning of about 100 machines of various types installed at different locations which comprises Presses, Press Brakes, Shearing machines, Lathes, Milling Machines, Power Hacksaw, Grinding machines, Drilling machines, CNC Turret Punch, Spot Welding Machines, Welding machines, kitchen equipments.
 - b) Changing & Topping up of Coolants for the above machines,
 - c) Lubrication of the above machines,
 - d) Cleaning of machines in M&S Block, Energy Meter Repair cell, 4 Nos. of Diesel Generator sets, 7 Nos. of compressors, A/C Plants.
 - e) Cleaning of 3 Nos. Ground Level Reservoirs, 3 Nos. of Over Head Tanks, Sumps of Fire Fighting, Cooling Towers.
 - f) Cleaning of Electrical installation in 3 Substations and connected earth pits.
 - g) Cleaning of Tanks & equipment at ETP, cleaning of Fire & Sand Buckets, cleaning of Hazardous Waste Stores, Chemical Stores.
 - h) Cleaning of vehicles at Transport department
 - h) Operation of 3 Nos. of Passenger Lifts,
 - i) Painting works, shifting of equipment, assisting in fabrication, welding and shifting works as and when required.
 - j) Assisting in activities related to safety department

Scope of work also includes supervision of above works and maintenance of records. The above works are to be done in all 6 weekly working days and weekly holidays (Sunday) in general shifts.

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The frequency of cleaning also varies as per requirement ie. Daily, weekly, fortnightly, monthly, quarterly and half yearly.

Some of the additional works / special cleaning works are to be done at short notice during VIP visits / Audits i.e., during the normal working time and also after office hours by engaging additional persons or by engaging the existing persons on Overtime basis as per the statutory regulations.

While carrying out the above activities, all safety measures have to be taken care. Hence necessary safety gadgets, uniform, soaps etc., have to be issued to the contract labourers as per the Annexure 1.

All the consumables like Lubricants, chemicals, cotton waste, paint, thinner, brushes etc. will be provided by BHEL.

Payment will be made to the contractor on the basis of man days deployed by them on monthly basis.

All payments will be subject to deduction of Income Tax at source as per the applicable rules of Income Tax Act.

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Annexure – A 1

Supply & Issue of Safety and Other Items

Sl. No	Description of the Items	Quantity	Unit	Periodicity
1	Uniform (2 Nos Pants & 2 Nos Shirts each for 16 persons	32	Set	Once in a year
2	Safety Shoes with 2 Pairs of socks. 1 set each, for 16 persons.	16	set	Once in a 2 year
3	Acid & Alkali proof PVC hand gloves	20	pair	Once in a year
4	Dust / mist Respirator	80	Nos	Once in a year
5	Dust Proof Respirator with Single Valve	20	Nos.	Once in a year
6	Over Coats	50	Nos	Once in a year
7	Gum Boots	20	Pairs	Once in a year
8	Cotton Hand Gloves	300	Pairs	Once in a year
9	Ear plugs	40	Sets	Once in a year
10	Safety spectacle goggles with zero power	20	Nos	Once in a year
11	Safety Helmets	10	Nos	Once in a year
12	Soaps – 25 Nos every month X 12 months.	600	Nos	25 Nos every month for 12 months

All the above materials have to be supplied as per the specification mentioned in the tender at the agreed rates.

The Specification for the above items are given in the Annexure A 2.

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ANNEXURE – A 2
(Specification for Uniform and Safety Appliances)

Sl. No.	Description
01	Uniform Quality of Cloth :- Terri-Cot Quantity - One set consisting of 02 nos 1.2 Mtr. Pant cloth & 02 nos 2.2 Mtr. Shirting cloth including stitching charges. Colour - as per the instructions of Executive in charge
02	Safety Shoe with socks - Industrial Safety Shoe, Leather in Black colour with Steel toe. IS : 5852 Shoe make : Liberty, Model : Warrior; Socks make : BATA
03	Acid & Alkali Proof hand gloves - PVC hand gloves, Acid / Alkali Proof, with cotton lining inside, with Serration. Yellow colour; 16 inches size.
04	Dust / Mist Respirator – As per IS 9473, Make Venus V 44
05	Dust Mist Respirator – With Single Valve as per IS 9473, for Oil mist / paint. Make : Venus, Model V 425
06	Over Coats - Polyester Over Coats, Steel grey colour; 67 % Polyester + 33 % Cotton Size: Shoulder: 22 inch, Sleeves: 22 inch, Chest :48 inch, Length : 45 inch, With 3 pockets (two pockets at bottom and one at top on left side chest)
07	Gum boots – Acid & Alkali proof, Non-glassed with lining With steel toe Full covered, Size : 8 / 9 / 10 inch, Make : Duck back.
08	Cotton Hand gloves - Size: 16 inch, Khaki drill, Double stitch. Universal .
09	Ear Plugs – Corded, made of Flexible foam material, Make : 3 M; IS:9167
10	Spectacle Goggle - Zero Power, Toughened Lenses, movable side shields
11	Industrial safety Helmets made out of Non metallic material with adjustable head band, chin band, head strap.
12	Soaps - Make : Lifebuoy (Total), Size : 120 grams

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Annexure B

DETAILED SCOPE OF WORK

Subject : Periodical Machine Maintenance (Preventive).

01. A) Cleaning and assisting FS in Up-keeping of various machines, equipment, tanks, Production shops etc. as per schedule indicated in the enclosed Annexure – I (A) & II (A)
B) Cleaning and assisting FS in works such as dismantling, lowering, moving, lifting, placement of machines and components as per the instructions of concerned Executive / Supervisor in-charge.
C) This contract also includes the operation of 3 Nos. of passenger lifts installed at New Engineering Building.
- 3.1 Work under Annexure I (A) Sl. No. 01 to 21
To be carried out on weekly holidays or other holidays as per the instructions of Engineer In –charge.
- 3.2 The work under Annexure II (A). Sl. 51 to 82
To be carried out on working days.

The cleaning works shall be carried out by the contractor as per the schedule indicated in the enclosed Annexure I (A) & II (A). The contractor / Contractor's supervisor will be issued one copy of a schedule every month. The contractor / Contractor's supervisor shall get the signature of the concerned BHEL Supervisor / Executive as and when the work is completed. The contractor shall maintain the attendance of the labourers deployed by them and submit the same along with monthly bill.

02. The cleaning / up-keeping work shall be carried out as follows.,
03. The contractor's supervisor / worker on arrival in the morning must meet the Executive / Supervisor In charge of the works to discuss the schedule for that day. Similarly at the end of day they must inform the status of the job carried out by them for that day as per the schedule. During the course of cleaning works if any clarification is required, the contractor's supervisor / worker must contact the Executive Incharge of works and the decision of Executive Incharge is final regarding completion of work. The Supervisor shall give proper instructions to the labourers to carry out the work. Contractor's Supervisor is responsible for the safety of the persons working under him.
04. The group wise scope of work is as follows.,

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04--01

E T Plants (on weekly holidays)

- A) Empty the tanks, brush all the surface for removal of scale / sludge etc., and wash again with water.
- B) The sludge / scale collected in the chamber / tanks have to be removed, collected, packed conveyed to the assigned place within the factory premises.
- C) Check & clean the surrounding area, collect all the waste material and carry out cleaning works.
- D) Replace chamber lids.
- E) Any plugging of pipes that was carried out to assist the cleaning work have to be removed on completion of cleaning work.

04--02

Water tanks & cooling towers (on weekly holidays / working days)

- A) Remove the slab, mesh etc., kept over the tank.
- B) Pump the water from the sump and empty the tank manually if any water is left out.
- C) Check & clean the tank with coir / wire brush with bleaching powder or suitable cleaning agent.
- D) Check & clean the wooden planks of the cooling tower to remove algae and fungus.
- E) Check & clean the surrounding area including pump, pump house, electrical fittings connected to the tanks.
- F) Refill the water and add the additives if any.
- G) Put back the slab / mesh over the tank.
- H) Check & clean the areas and chambers connected to old over head tank, New over head tank, GLR 1, GLR 2, GLR - 3 & Fire Fighting section.

04--03

Lubrication of machines and equipment (on working days)

- A) Assist FS to lubricate the machine parts / equipment wherever required as per the instructions of Executive / Supervisor In charge.
- B) Assist the artisans / Supervisors in dismantling and assembling of machine parts, lift and move the machine parts / spares / fabricated parts to the required place, and check, clean and paint the structure as per the instructions the executive / supervisor In charge.
- C) Assist the artisans in dismantling & assembling of pumps and pipe lines & cleaning.
- D) Necessary lubricants & applicators, cotton waste etc., will be provided by BHEL.

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04--04

Assisting FS in up-keeping of Machines & Equipment
(on Working days / Holidays)

- A) Clean the machine externally including the allied electrical fittings.
- B) Remove chips from the surrounding of the machines and Gang way.
- C) Collect and keep the scrap in respective scrap bins.
- D) Remove the coolant tray cover.
- E) Assist FS in Checking up the old coolant for quality and quantity, Top up, remove old coolant of required.
- F) Remove the chips and dispose them to the respective dust bins kept outside for this purpose.
- G) Assist FS in filling fresh coolant with additive to the tray and fit back the cover and other fittings.
- H) Necessary coolant oil, additive etc., will be provided by BHEL.
- I) Assist FS in filling distilled water / Acids to the battery and apply jelly
- J) Remove oil, grease, water, chemical spillage etc., from the floor using proper cleaning agent and check & clean floor area to remove all the waste material.

04—05

Assist FS in Up-keeping of Machines & Equipment at A C Plants, Air Compressor House and Water Distribution Systems (on working days)

- A) Assist FS in up keeping all equipment, pipe lines, panels externally including allied fittings etc.,
- B) Remove oil, grease, water, chemical spillage etc., from the floor using proper up-keeping agent and check & up keep floor area to remove all the waste material.
- C) Assist FS in collecting the drinking water samples and get it tested at ETP Lab. Add necessary quantity of Chlorine as per the instructions of the Supervisor in-charge.

04--06

Fabrication & Machining (on working days)

- A) Assisting in fabrication, welding , Shifting and Re arranging works as per the instructions of Supervisor / mechanic.

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04--07

Assist FS in Up – keeping of Electrical Installation (on working days)

- A) Assist FS in up keeping the electrical panels, sub stations, earth pits etc., as per the instructions of concerned supervisor / executive in- charge.
- B) Assist FS in measurement of cable insulation and earth resistance as per instructions of executive in-charge

04--08

Fire Fighting Buckets

- A) Empty the water buckets, clean and fill with fresh water.
- B) Add the sand to the sand bucket if required and clean.

04--09

Telephone exchange (on weekly holidays)

- A) Assist FS in Up keeping SBM RAX, MDF and Battery charger as per the instructions of supervisor.
- B) Battery bank – 36 cells : Assist FS in checking, cleaning, fill up with distilled water and apply petroleum jelly as per the instructions of supervisor.

04--10

Lift Operation : (on working days)

Operators should be available in the lifts to ferry the passengers. In case of emergency, operators have to under take rescue operation in the lifts. The lift and lift room shall be maintained in good & clean condition always. If the lift is not working, the same shall be intimated to the Executive In charge.

04-11

Miscellaneous Works : (on working days)

- A) Assist FS in Cleaning & Up keeping of Fork Lifts & Platform Trucks
- B) Assist FS in Cleaning & Up keeping of kitchen equipment at canteen during maintenance
- C) Assist FS in Cleaning & Up keeping of vehicles at Transport Department
- D) Assisting FS in activities related to Safety Engineering Department.

The above works shall be carried out as per the instructions of the Supervisor / Mechanic in charge / Executive in charge.

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Special Instructions

- Note – 1 : All the consumables, materials, lubricants, coolants, applicators, brushes, cotton waste, spares for pumps, grease, distilled water, petroleum jelly etc., will be supplied by BHEL.
- Note – 2 : The contractor will provide necessary uniform to all labourers, over coats and all safety appliances to the required persons.
- Note – 3 : The BHEL general conditions of contract shall also apply to this work, except to the extent modified in these conditions. The contractors shall scrutinise the GCC available in BHEL- EDN and acquaint themselves with the provision thereof, to his satisfaction.
- Note – 4 : The management of BHEL shall have the right to withhold payment or make recoveries from claims due to the contractor in respect of any loss or damage caused or occasioned in respect of properties of BHEL under terms and condition of this arrangement or any payment necessitated due to infringement of any statutory obligations, by the contractor.
- Note – 5 : The contractor shall not transfer or subject the work to any one without the prior written approval of BHEL. The contractor shall, either by himself or through a competent agent approved by BHEL shall be in attendance in BHEL premises during all working hours for supervising the work. For any negligence of the service employed by the contractor or for any loss or damage caused or occasioned by his agent or workmen in respect of the property of BHEL, the contractor shall be personally responsible and shall make good the loss forthwith.
- Note – 7 : The contractor shall arrange to assist FS to check & up keep the shop floor / machinery / equipment / plant / tanks with a frequency indicated in the Annexure – I (A) & II A at stipulated timings and according to instructions and direction regarding the same issued from time to time by BHEL Management.
- Note – 8 : The contractor shall carry out the work as per the directions and instructions given by the management of BHEL from time to time in writing / oral and failure to do so shall entail termination forthwith.
- Note – 9 : All debris including rubbish and waste paper etc., shall be collected and disposed off as directed, or thrown into dust bins provided for the purpose. Under no circumstances, the debris / waste shall be thrown around building or building premises.

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- Note – 10 : The contractor shall draw the required up-keeping materials from stores one day in advance. Non availability of the materials shall not be an excuse. Any stoppage of work on this ground will be viewed seriously.
- Note – 11 : The contractor shall depute required number of persons to carry out the work as per schedule. In case the contractor fails to complete the job as per the schedule due to inadequate number of workers, BHEL Engineer Incharge at his discretion may impose a penalty up to Rs.250/- per person per day. Further Engineer Incharge may at his discretion recover the actual cost of getting the work done by engaging alternate contractor or labourers.
- Note – 12 : **The contractor shall pay wages to his workmen on or before 7th of every month, at the rates applicable to the Engineering Industry under Minimum Wages Act. The contractor shall note that the Government revises the minimum wages every year from the month of April. The contractor shall disburse the wages of his workmen in the presence of company's representative and obtain their signature in the payment register.**

To carry out all the above works as mentioned in Annexure I (A) and II (A), the contractor has to engage following minimum number of labourers and supervisors.

All Working Days

Highly Skilled (Supervisor)	-	01
Skilled Worker	-	01
Semi Skilled	-	08
Unskilled	-	06

On Sundays

Semi Skilled (Supervisor)	-	01
Unskilled	-	16

Note : However the number of persons may increase or decrease depending upon the requirement on that day.

The persons employed including temporary hands, shall be free from all types of diseases.

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EMERGENCY WORKS

Unforeseen, miscellaneous emergency works arise due to the following in addition to the works mentioned in Annexure I (A) and II (A)

01. Assist FS in attending breakdown of the machines.
02. Assist FS in up-keeping & painting works due to VIP visits.
03. Assist FS in up-keeping works during HSE & Other Audits
04. Assist FS in Shifting of Equipment as per layout of shops.
05. Assist FS in Gangway painting works.

Note : The rate for additional services will be the same as that of the approved rate through tender if it is done on Normal Shift Hours.
The rate for additional services will be twice the approved rate fixed through tender if it is done beyond Normal Shift Hours, as per the existing procedures. For the works to be done after the normal hours, separate order will be issued after taking special sanction.

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TERMS & CONDITIONS

01. The contract is for a period of one year from 01.09.2014 to 31.08.2016. However on satisfactory performance of the contractor, BHEL may extend the contract period for one more year at the same Rates, Terms & Conditions.

02. The offer shall be submitted in two parts, in two separate covers

- a) Technical and Commercial Bid
- b) Price Bid

The technical & commercial bid should not include prices.

The technical bid shall cover the following details:

- (i) The tenderer should sign all the pages of the tender document and return along with the Technical Bid . (Page No. 1 to 39)
- (ii) The copy of certificate or WO / PO copy received from the Government / Reputed Organizations for having taken up similar work.
- (iii) The list of clients with their addresses, contact persons.
- (iv) The list of works being done at present with the details of Contact persons and addresses.
- (v) The EMD in the form of DD drawn in favour of “Bharat Heavy Electricals Limited, Electronics Division” (EMD shall be enclosed along with Technical Bid only.)
- (vi) The details of the tenderer’s office in Bangalore (within 50 KMs radius of BHEL) with the full address, Phone No., FAX No, e-mail address, Mobile No.

Prices shall be quoted as per the Price Schedule A,B,C,D and E only .(Page 40 to 45)

03. The contractor shall comply with all statutory regulations like ESI, PF, Contract Labour License, Minimum Wages Act etc., Workman’s compensation Act and other statutory laws applicable.
04. The rate quoted shall include the wages payable to the employees, Statutory Charges like ESI, PF, Bonus, Holiday & EL wages, Cost of Uniform & Safety appliances, Service Tax, Sales Tax etc., The rate quoted shall also include the expenditure on additional benefits like Attendance Bonus and Transport allowance payable to all labourers.(Please refer Price schedule format E)
05. The contractor shall issue necessary Uniform, Safety appliances like Safety Shoes, Gum Boots, Acid & Alkali Proof Hand Gloves and Masks etc. to their workers for safe operation as mentioned in the specification.
06. The contractor shall obtain necessary entry passes for their operators and issue to their employees as mentioned in the specification.
07. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.
08. The contractor is required to take insurance for all the workers employed by them towards payment for workmen compensation within 15 days of the award of work.
09. The contractor is required to make monthly payment to the labourers engaged by them on their own without linking the receipt of payment from BHEL.

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10. Payment will be made to the contractor once in a month, on submission of monthly bill, against the certification by Supervisor / Executive in charge, within 30 days.
Please note that the following documents shall be submitted along with the First Running Bill.

Sl. No	Document description
1	SALARY REGISTER COPY
2	ATTENDANCE REGISTER COPY
3	OT REGISTER COPY (If applicable)
4	LEAVE REGISTER COPY
5	ACKNOWLEDGEMENT FOR ISSUE OF WAGE SLIP
6	ACKNOWLEDGEMENT FOR ISSUE OF SOAPS & OTHER ITEMS LIKE, UNIFORM / SAFETY APPLIANCES (WHEREVER APPLICABLE)
7	ACKNOWLEDGEMENT FOR ISSUE OF ENTRY PASS
8	ESI CHALLAN COPY WITH NAME LIST INDICATING INSURANCE NOS
9	PF CHALLAN COPY WITH NAME LIST INDICATING PF A/C NOS
10	PF FORM 5
11	PF FORM 10
12	PF FORM 12 A
13	Receipt / Proof for having paid Security Deposit amount (for first month only)

Note : Attendance sheet,& wage register for the current month should be duly signed by the Engineer in charge of the contractor.

ESI & PF Statement as per the formats for the previous month prescribed by BHEL.

11. The Uniform and Safety items should be supplied within one month time, after getting the instructions from Engineer in charge. Delivery Challan for having supplied the Uniform & Safety Items and proof for having issued the same to their employees shall be submitted along with the monthly bill. The proof for payment of Bonus shall be submitted along with the bill to claim for reimbursement.
12. The tenderer shall fill up the Questionnaire as per Annexure - 2 and Data sheet as per Annexure 3 and enclose along with Technical Bid.

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ANNEXURE – 2

Subject : Periodical Machine Maintenance (Preventive)

Questionnaire to be answered by the tenderer by writing “YES” OR “NO” in the suitable boxes. These details are essential to accept the tender.

SL. No.	Description	YES	NO
01	Whether tenderer has submitted Technical Bid and Price Bid in separate sealed covers and superscribed as “ Technical Bid” & “Price Bid”		
02	Whether the tenderer has understood the scope of work and agrees to deploy manpower as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive in charge, before submitting the offer.)		
03	Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If the Answer is “NO” / or any deviation, the same may be mentioned in separate sheet.		
04	Whether the tenderer has their own code for ESI & PF. Attach the copy of ESI & PF Code Allotment letter.		
05	Whether the tenderer has agreed to submit the necessary Half Yearly / Annual Returns as per ESI & PF Acts.. (If the tenderer does not agree the offer will not be accepted). The copy of Returns should be submitted to BHEL at the appropriate period.		
06	Whether the tenderer agrees to Pay Wages as per Minimum wages Act, EL Wages, Holiday Wage as per Karnataka Factory Rules. (Necessary proof should be submitted while claiming running bill and final bill)		
07	Whether the tenderer agrees to Pay Additional benefits to labours as per Price schedule E and claim the same from BHEL.		
08	Whether the tenderer agrees to supply and issue 2 sets of uniform and necessary Safety appliances like Safety Shoes, Gum Boots, Masks, Acid & Alkali proof hand gloves etc., as per the scope of work.		
09	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid.		
10	Whether the tenderer agrees for the payment terms mentioned in the tender.		
11	Whether the tenderer has agreed to submit EMD of Rs. 1,50,000/- and has submitted the same along with technical bid. (if not enclosed the tender will not be considered)		
12	Whether the tenderer has agreed to submit Security Deposit immediately after receipt of the work order as mentioned in the tender		
13	Whether the tenderer has agreed to obtain Labour License after getting Work order from BHEL. Please enclose the copy of existing license		
14	Whether the tenderer has enclosed the list of clients with addresses & contact person.		
15	Whether the tenderer has enclosed the list of similar works already done / being done with the addresses and contact person.		
16	Whether the tenderer has enclosed the certificate received from Government / Reputed organisation or Copy of WO /PO issued by them for the similar work done.		

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SN.	Description	Yes	No
17	Whether the tenderer has indicated the address of their local office in Bangalore and Contact person along with the phone no. & fax no.		
18	Whether the tenderer has enclosed the solvency certificate obtained from a bank for a value of Rs.7.62 Lakhs minimum.		
19	Whether the tenderer has enclosed the copy of Power of Attorney (if applicable).		
20	Whether the tenderer has enclosed the certificate to establish that the tenderer is an independent contractor working on his own.(if applicable)		
21	Whether the tenderer has agreed to maintain & submit the documents as and when the ESI & PF / BHEL authorities demand.		
22	Whether tenderer has agreed to approach the ESI / PF authorities to get the “No Objection certificate” or agreed to get inspection report from the concerned authorities. Whether the tenderer has agreed to submit an Indemnity Bond in lieu of “No Objection certificate from ESI / PF authorities”, to defend BHEL, if any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., (The Security Deposit amount will not be returned if this Indemnity Bond is not Submitted). (If the Answer is “NO” / or any deviation, the same may be mentioned in separate sheet.)		
23	Whether the tenderer has submitted the covering letter and comments of the Contractor in duplicate along with the offer		
24	Whether the tenderer has agreed to insure all his labourers to meet any claim by his employees for the damages and to make settlement, even action is against BHEL or to reimburse the legal expenses incurred by BHEL		
25	Whether the tenderer has their own Registration for Service Tax, Attach the copy of Service Tax Registration Allotment letter.		
26	Whether the tenderer has agreed to pay Service Tax and get reimbursement, if applicable.		
27	Whether the tenderer has their own Registration for Service Tax, Attach the copy of Service Tax Registration Allotment letter.		
28	Whether the tenderer has valid certificate of registration as per Shops & Establishment act. Please attach copy.		
29	Whether the tenderer has filled their technical bid as per the requirement and submitted in a separate sealed cover . (The cover should be superscribed as “ Technical Bid ” . Date of Opening also should be mentioned		
30	Whether the tenderer has filled their Price Bid as per the Price Schedule Formats and submitted in a separate sealed cover . (The cover should be superscribed as “ Price Bid ”.		
31	Whether the tenderer has mentioned all applicable Statutory levies, taxes etc.		

Note: 1. If any of the question is not applicable, please mention as “ Not Applicable”.
2. If there is any deviation, please mention the same separately.

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Mysore Road, Bangalore – 560 026.

Annexure - 3
DATA SHEET
(to be enclosed along with Technical Bid)

1. Name of the Contractor :.....
2. Residential address :.....
.....
.....
Telephone Number :.....
3. (i) Name of the Firm with Address :.....
.....
.....
E-Mail address if any :.....
Telephone Number :.....
Fax Number :.....
- (ii) Whether proprietary / Partnership Firm/Company: Proprietary/Partnership/Company (please tick)
(Enclose Firm Registration Certificate Copy as Per Shop & Establishment act)
4. Name of the contact person for Contractor.....
Telephone Number :.....
5. Total number of persons employed :.....
 - a) Permanent :.....
 - b) Temporary :.....
6. Number of years of experience in the Operations:
7. Whether income Tax payee: YES/NO, IF YES PAN NO:.....,

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8. Please furnish the following details

- a) PF Code :
- b) ESI Code :
- c) License under CL (R & A) ACT, 1970
 (Existing) :
- d) Service tax registration No :
- e) Details of EMD :

9. Number of contracts on hand :

10. Details of contracts executed with PSU /
 Pvt. Sector with contract value & nature
 of Work handled & duration and period. :

Sl.No	Name of PSU / Private Organization	Nature of work	Contract value (Rs)	Duration (No. of years)	Period (from-To)

(Attach separate sheet if necessary)

11. Please furnish/enclose the copies of the following certificates:

- a) Solvency Certificate.
- b) IT Returns for the past 3 years, 2010-11, 2011-12, 2013-14.
- c) PF & ESI Codes allotment letter.
- d) Performance Certificate from the Organizations where contracts executed
 or WO / PO copies
- e) License under CL (R & A) ACT, 1970.(Existing contract)
- f) Service Tax Registration Certificate.
- g) Firm Registration Certificate Copy as Per Shop & Establishment act

We will fulfill all the obligations of the contractor and abide by the terms and conditions mentioned in the tender documents and has signed this after understanding the same.

I/We declare that, there was never / is no case or charge under investigation / enquiry / trial against me / us, nor conviction in a Court of Law or suspended or blacklisted by any organization on any grounds.

Place:

Signature:

Date:

Name:

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Bharat Heavy Electricals Limited
Electronics Division
Mysore Road, Bangalore – 560 026.

Factory Services

Ref: FS/KCP/PMM/2014-15/01

SUNDAY WORK - PERIODICAL MACHINE MAINTENANCE SCHEDULE – Annexure I A

Sl.No	Activity	Catagory	Location	Frequency
1	2	3	4	5
1	Cleaning the areas & chambers connected to Old Overhead Tank, New Overhead Tank, GLR 1, GLR 2, GLR 3, FF Sump etc.,	USW	All areas	Weekly
2	DG set - 5 water tank	USW	DG House	Monthly
3	WATER TANKS Cleaning Sintex tanks kept on building terrace			
	a) 1000 Lts 2 Nos	USW	DOE	Monthly
	b) 5000 Lts 3 Nos	USW	PCB	Monthly
	d) 5000 Lts 2 Nos	USW	COE	Monthly
	e) 500 Lts 1 No	USW	Devices	Monthly
	f) 1000 Lts - 2 Nos	USW	Devices	Monthly
	g) 500 Lts 1 No.	USW	NEB (ED Off)	Monthly
	h) 5000 Lts - 3 Nos	USW	NEB	Monthly
	i) 1000 Lts 1 No	USW	Shipping	Monthly
4	Reception Fountain Sump	USW	Gate II	Weekly
5	Old overhead tank – 1	USW	DG	H.Yearly
6	New overhead tank – 1	USW	FS	H.Yearly
7	Fire Fighting sump	USW	FS	Yearly
8	Reservoir GLR – 1	USW	Transport	Quarterly
9	Reservoir GLR – 2	USW	FS	Quarterly
10	Reservoir GLR – 3	USW	NEB	H.Yearly
11	Canteen overhead tank	USW	Canteen	Monthly
12	Canteen I st floor water tank	USW	Canteen	Quarterly
13	EFFLUENT TREATMENT PLANT (A) Reaction Tanks - 2 Nos	USW	ETP	Weekly
	(B) Settling tank 1 No	USW	E T P	Monthly
	(C) Removal of sludge & packing	USW	E T P	Quarterly
	(D) Shifting of sludge to scrap yard	USW	E T P	Quarterly

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Electronics Division
Mysore Road, Bangalore – 560 026.

Sl.No	Activity	Catagory	Location	Frequency
14	Compressor water tank	USW	FS	Quarterly
15	Fire Fighting Buckets	USW	All areas	Weekly
16	Assisting FS in Up-keeping of Panels & Electrical Installation at DG Room, Sub Stations and Building Panel Rooms	USW	DG & SS	Weekly
17	Cleaning of Fork lift parking space with Battery Charger	USW	Fork lift Shed	Monthly
18	Cleaning of Equipments at Condemned Equipment Store	USW	Cond. Store	Quarterly
19	Cleaning of Areas at Hazardous Waste Store	USW	H.W. Store	Monthly
20	Cleaning of Telephone and assisting FS in up keeping of all equipment's	USW	Tel. Exch	Quarterly
21	Supervision of Works, Coordination, Maintenance of Attendance and other Statutory Records	SSW	General	Weekly
	Man Power required (Total)	17.0	USW 16	SSW - 1

Note : Water tanks of approximately 5000 ltrs / building will be added on completion of under construction buildings such as SCPV building No.18, HR building No.4 and New Canteen building No. 24 which are to be cleaned after installation.

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Electronics Division
Mysore Road, Bangalore – 560 026.

WEEK DAYS WORK -
PERIODICAL MACHINE MAINTENANCE SCHEDULE
ANNEXURE - II(A)

Sl.No	Activity	Catagory	Location	Frequenc y
	GROUP :- F1 (Assisting FS in UP KEEPING OF EQUIPMENT IN PRODUCTION SHOPS			
51	Machines in CE machine shop & Fabn.	USW	Shed - 10	Weekly
	A C PLANTS			
52	Devices AC plant	USW	Devices	Monthly
56	EDP AC plant & Room	USW	IT&S	Monthly
57	Metrology AC plant & Room	USW	Shed 10	Monthly
58	DOE AC plant	USW	DOE	Monthly
60	PCB Ground Floor AC plant	USW	PCB	Monthly
61	PCB First Floor AC plant	USW	PCB	Monthly
62	PCB Annex Ground Floor AC plant	USW	PCB Annex	Monthly
63	PCB Annex First Floor AC plant	USW	PCB Annex	Monthly
64	HVAC AC plant	USW	HVEC	Monthly
68	Machines in Compressor house.	USW	Shed - 35	Weekly
69	Machines in M&S block.	USW	Shed - 18	Weekly
70	Oil storage tank.	USW	Shed - 38	Weekly
71	Machines in D.G. House.	USW	Shed - 36	Weekly
74	Assisting in Fabrication works.	USW	FS Workshop	Daily
74a	Assisting in welding works	USW	Mechanical	Weekly
75	Assisting in Shifting works	SSW	FS Workshop	Daily
75a	Assisting in Re-arranging works	SSW	Mechanical	Weekly
76	LUBRICATION OF MACHINES			

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76a	M/C s in CE Machine Shop & Fabn.	SSW	Shed - 10	Weekly
76c	Diesel boilers & connected accessories at Canteen	SSW	Canteen	Weekly

Sl.No	Activity	Category	Location	Frequency
76e	Assisting in PM works	SSW	Canteen	Weekly
76f	Letter painting works	SSW	All areas	Weekly
77	Maintenance of Vehicles			
77 a	Cleaning vehicles	SSW	Transport	Daily
77 b	Transport office	SSW	Transport	Weekly
78	Service Plants			
78a	Assisting FS in Up keeping of A/C equipment	USW	Service	Daily
78b	Assisting FS in Up keeping of Compressor equipment	USW	Department	Weekly
78c	Assisting FS in Up keeping of Water Pumps	USW	Service	Daily
78d	Assisting FS in Up keeping of Water lines	USW	Department	Weekly
79	Assisting FS in Electrical Works			
79a	Assisting FS in Up keeping of Electrical Installation	SW	FS Workshop	Daily
79b	Assisting FS in Up keeping of Electrical accessories	SW	Electrical	Weekly
79c	Assisting FS in Up keeping of Substations	SSW	FS Workshop	Daily
79d	Assisting FS in Up keeping of earth pits	SSW	Electrical	Weekly
80	OPERATION OF LIFTS			
80a	Operation of Lift No. 1	SSW	NEB	Daily
80b	Cleaning of Lift No.1	SSW	NEB	Weekly
80c	Operation of Lift No. 2	SSW	NEB	Daily
80d	Cleaning of Lift No.2	SSW	NEB	Weekly
80e	Operation of Lift No. 3	SSW	NEB	Daily
80f	Cleaning of Lift No.3	SSW	NEB	Weekly
	Cleaning of Cargo Lift	SSW	Building 14	Weekly

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Mysore Road, Bangalore – 560 026.

	Cleaning of Passenger Lift	SSW	Building 14	Weekly
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Sl.No	Activity	Category	Location	Frequency
	Cleaning of Cargo Lift	SSW	Building 47	Weekly
	Cleaning of Cargo Lift	SSW	Building 15	Weekly
	Cleaning of Cargo Lift	SSW	Stores Complex	Weekly
81	Supervision of Works & Coordination,	HSW	General	Daily
82	Maintenance of Attendance & Records	HSW	General	Weekly
	Man Power required per day (Including one Supervisor)	Total :- 16.0	USW - 6 SW - 1	SSW-8 HSW - 1

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PRICE SCHEDULES

Instructions for Filling up Price Schedule

- (01) Price schedule consists of 5 parts ie., Price Schedule A, Price Schedule B, Price Schedule C, Price Schedule D and Price Schedule E. Price Schedule A is the Abstract.
- (02) Price Schedule B is consisting of total wages payable to the labourers based on minimum wages. The contractor shall fill up the format based on the present minimum wages applicable. Any revision in minimum wages will be reimbursed to the contractor after submission of proof.
- (03) Price Schedule C is consisting of statutory charges like ESI, PF, PF admn. Charges, Bonus etc. The contractor shall fill up the format based on the prevailing rates. Any revision in statutory rates will be reimbursed to the contractor after submission of proof.
- (04) Price Schedule D is consisting of Cost of Uniform & Safety appliances. The uniform & safety appliances shall be supplied as per the specification mentioned in Annexure A1 and A2. The quantity of the each item is also mentioned in the description column. BHEL will pay the cost at the accepted tendered rate, after submission of necessary proof for having supplied / issued to the labourers.
- (05) Price Schedule E is consisting of Additional benefits like Attendance bonus and Transport allowance, given to the labourers by BHEL. These allowances are given only when the labourers attend duty. The expenditure will be paid to the contractor, if they submit proof of payment to labourers.
- (06) Price Schedule A is the abstract of The Price Schedule B, C, D & E. The contractor shall fill up the Percentage (% age) of profit **on the total amount of wages payable to the labourers FOR TWO YEARS.**

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Electronics Division
Mysore Road, Bangalore – 560 026.

Factory Services	
Ref: FS/PS-0901/14-15	
PRICE SCHEDULE – A - ABSTRACT (For the period of 24 months)	
Name of the work :	Periodical Machine Maintenance (Preventive) in the Factory Premises.

Sl. No	Description	Amount in Rs.
1	Total labour wages as per annexure B 1	
2	Total labour wages as per annexure B 2	
3	Statutory Charges as per Annexure C	
4	Cost of Uniform and Safety Appliances as per Annexure D	
5	Additional benefits as per annexure E	
6	Sub Total 1	
7	Contractors Profit @ _____ % on Sub Total 1 only (Sl. No. 6)	
8	Sub Total 2	
9	Service Taxes on Sl. No 8	
10	T O T A L Expenditure for 24 months	

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Factory Services						
Ref: FS/PS-0901/14-15						
<u>ANNEXURE – B</u>						
<u>Wages for a period of 24 Months (Week days)</u>						
Labour Category	No.of Workers*	Wages Per day	No.of days for 24 Months	EL Wage	Total No.of Days	Total Wages
USW	6	331.91	627	30	657	
SSW	7	345.88	627	30	657	
SW	1	362.03	627	30	657	
HSW	1	380.62	627	30	657	
T O T A L	16					
<u>Wages for a period of 24 Months (Sundays)</u>						
Labour Category	No.of Workers*	Wage Per day	No.of days	EL Wage	Total No.of Days	Total Wages
USW	16	331.91	104	NIL	104	
SSW	1	345.88	104	NIL	104	
T O T A L	17					
<p>Note : Rate is based on the present minimum wages as per Central Minimum wages Act, which is effect from 01.04.2014</p> <p>Any REVISION in minimum wages will be reimbursed to the contractor against submission of proof.</p> <p>Total working days - 627 includes National Holidays and Festival Holidays and 30 EL - (731 - 104 + 30 EL)</p>						

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Factory Services				
Ref: FS/PS-0901/14-15				
<u>PRICE SCHEDULE C</u> <u>Statutory charges for a period of 24 months</u>				
Sl. No	Description of Work	Rate % age	Wages amount in Rs.	Statutory Amount for one year
	STATUTORY COST			
1	ESI on Total Wages	4.75		
2	PF on Total Wages	12.00		
3	PF Administration Charges on Total Wages	1.61		
4	Bonus on total wages	8.33		
	T O T A L Statutory Cost for ONE YEAR			
<p>Note:</p> <p style="padding-left: 40px;">If there is any REVISION in the rates, the same will be reimbursed to the contractor if necessary proof is submitted.</p>				

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Electronics Division
Mysore Road, Bangalore – 560 026.

Factory Services					
Ref: FS/PS-0901/14-15					
PRICE SCHEDULE – D Uniform & safety Appliances					
For a period of 24 Months					
Sl.No	Description	Unit	Qty.	Rate in Rs.	Amount in Rs.
1	Cost of Uniform (Terricot) (1 set each, for 16 persons every year. 1 set consisting of 2 Nos Pants – 1.2 Mt each, 2 Nos Shirts 2.2 Mt each Including stitching charges.	Sets	32		
2	Cost of one pair of Safety Shoes with 2 Pairs of socks - every year	sets	16		
3	Cost of Acid & Alkali proof PVC hand gloves every year 15 pairs	pairs	20		
4	Cost of Dust /Mist Respirator – every year	Nos	80		
5	Cost of Dust / Mist Respirator with Single Valve as per IS 9473, for Oil Mist & paint Make : Venus Model V – 425	Nos	20		
6	Cost of Over Coats - every year 1 each, for 25 persons	Nos	50		
7	Cost of Gum Boots - (every year 10 pairs)	pairs	20		
8	Cost of Cotton Hand Gloves- every year 150 pairs which include Sunday Workers.	pairs	300		

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Sl.No	Description	Unit	Qty.	Rate in Rs.	Amount in Rs.
9	Cost of ear plugs as per IS 9167 Make:- 3 M / every year 20 sets	sets	40		
10	Cost of Safety spectacle goggles with zero power - every year 10 Nos	Nos	20		
11	Cost of Safety Helmets - every year 5 Nos	Nos	10		
12	Cost of Soaps – 25 Nos for every month (25 X 12 Months)	Nos	600		
	GRAND TOTAL				
Specification details are given in Annexure A 2					
Note : 1. Contractor may check in the market and obtain the Rate before submitting the offer					
Note : 2. The safety appliances shall be supplied by the contractor only after obtaining approval from the executive In-charge.					
Note : 3. Payment will be made for actual quantity of items supplied at the rate mentioned in the WO					
Note : 4. Necessary delivery challans for supply of the items and necessary proof for issue of the items wherever applicable are to be submitted along with bill.					

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Mysore Road, Bangalore – 560 026.

Factory Services

Ref: FS/PS-0901/14-15

PRICE SCHEDULE - E

Subject : AMC - Periodical Machine Maintenance (Preventive)

Additional benefits to labourers For a period of 24 Months

A. For Workers working on Weekdays					
Sl.No.	Description	Total No.of CL	Total Days	Rate/Day in Rs.	Amount in Rs.
1	Attendance Bonus	16	627	10.00	
2	Transport Allowance	16	627	30.00	
3	Washing Allowance (75/- per Month / Labour)	16	24 Months	75.00 PM	
4	Addl. Amount – USW	6	24 Months	1200/- PM	
5	Addl. Amount - SSW	8	24 Months	1400/- PM	
6	Addl. Amount - SKW	1	24 Months	1600/- PM	
7	Addl. Amount - HSW	1	24 Months	1800/- PM	
	TOTAL – 1 (Sl.No. 1 to 7)				
8	Add PF @ 13.61 % on Sl.No.1, 4, 5, 6 & 7				
9	Add ESI @ 4.75 % on Total – 1				

B. For Workers working on Sundays					
10	Attendance Bonus	17	104	10.00	
11	Transport Allowance	17	104	30.00	
12	Addl. Amount – USW	16	104	46.15	
13	Addl. Amount - SSW	1	104	53.85	
	TOTAL – 2 (Sl.No. 10 to 13)				
14	Add PF @ 13.61 % on Sl.No.10, 12 & 13				
15	Add ESI @ 4.75 % on Total – 2				
16	Grand Total A + B (Sl.No. 1 to 15)				

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