

**BRAITHWAITE & CO. LIMITED**

(A Govt. of India Undertaking)

ANGUS WORKS

P. O. ANGUS – 712221, DIST. HOOGHLY (W.B.)

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Ref: PUR/AC/SP-275/09/338

Date : 9 October 2009

**Due on : 16.10.09**

**ENQUIRY**

**To**

M/s. ....

.....

.....

**Dear Sirs,**

Please quote your prices for the following articles in two bids – Techno-Commercial Bid and Price Bid. Your quotation should reach us latest by 15:00 hours on 16.10.09 and must remain open for our acceptance for 90 days from due date of submission of offer. This enquiry is subject to the following terms and conditions append below which must be read carefully before submitting your offer. **PLEASE SUBMIT YOUR OFFER IN TWO SEPARATE SEALED ENVELOPES FOR TECHNO-COMMERCIAL BID AND PRICE BID. YOUR TECHNO-COMMERCIAL BID SHOULD CONFIRM COMPLIANCE OF OUR TERMS & CONDITIONS. SINGLE BID OFFER SHALL NOT BE CONSIDERED.**

- i) Job to be done at our BHEL Site, Bhopal, as per our requirement.      ii) EMD - Rs.25,000/- in the form of DD/BG/Pay Order along with Techno-Commercial Bid.
- iii) Inspection by - Braithwaite / BHEL      iv) Service Tax - As Applicable.
- v) Security Deposit - 10% of order value in the form of DD/BG/Pay Order.

Sl. No.	Description of items	Required Quantity
01.	Annual Maintenance contract of EOT / Jib Cranes including Preventive Maintenance, Routine Maintenance and Break Down Maintenance job at BHEL, BHOPAL. Area Block No. 5,9 & 10.  <b>Scope of work, your responsibility, BWT's responsibility, terms &amp; conditions – As per our enclosure.</b>	Period of contract from 01.10.09 to 30.09.11.

Notes :

1. Payment – Payment shall be made against submission of running bills on monthly basis on production of satisfactory performance report from respective division / block and within 30 days from the date of receipt of corresponding payment from BHEL.
2. Contract period may be increased / decreased as per discretion of BWT.
3. Order may be distributed to more than one vendor as per discretion of BWT.
4. Price to remain firm till completion of supply.
5. Please quote your price both in words and figures on number basis. **Prices are to be quoted only as per Price Bid Format of this enquiry.**
6. Enquiry number should be clearly written on the top of sealed envelope.
7. Techno-Commercial bids will be opened on 16.10.09 at 15:30 hrs. at our Purchase Office. You may present during opening. Date of opening of Price Bids of Techno-Commercially qualified bidders will be intimated later on.
8. Overwriting in Price Figures of the quotation will be rejected.
- 9.
10. Braithwaite reserves right to split / cancel the tender / accept or reject wholly or partly or all bids without assigning any reasons whatsoever.

*Yours faithfully,*  
BRAITHWAITE & CO. LIMITED

Sub: **Annual Maintenance Contract of EOT / Jib Cranes for the period of two years including Preventive Maintenance, Routine Maintenance & Break down maintenance at BHEL, BHOPAL.**

- A) E.O.T CRANES: This includes Goliath, Semi Goliath crane in addition to Electric overhead traveling crane(Approx 50 nos varying from 1 ton to 150/50 ton).5 nos state of art crane portion of ASRS(automatic storage retrieval system wherein 2 ton stacker crane is involved)
- B) JIB CRANES: These job possesses hoist of SWIFT,MUNK,TAK,J.K. TITAN etc varying from 350 kgs to 3 ton(Approx 90 nos)

Area of work : For EOT/Jib Cranes in Block No(s) : V, IX & X inside BHEL,BHOPAL workshop.  
Contract Period : 01.10.2009 to 30.09.2011 on 2 shift basis work including 1<sup>st</sup> shift working on sundays. In case of demand from the concerned production , 3<sup>rd</sup> shift working may be required to cater the needs of production peak period. The rate for III shift working in the above mentioned shall be extra for concerned Block on need basis and the rate for the above as per Price Bid.

Eligibility criteria for Preventive and Break down maintenance of EOT/ Jib cranes in Block No(s) : V , IX & X at BHEL,BHOPAL

- a) Technical Competence : The bidder should have experience of upkeeping (Preventive, Routine & break down maintenance) of EOT Cranes on Annual maintenance contract basis OR bidder should have experience of upkeeping /erection/commissioning of large L.T/H.T Electro-mechanical machines/systems OR bidder should have experience for carrying out up-gradation /revamping of Cranes/Hoists.
- b) Bidder should have employed min. of 20 Nos. of workmen for any of the works mentioned in (a) above.
- c) The bidder should meet Statutory requirements like P.F No. , ESI No. Labour License and PAN.
- d) The following documents are to be submitted strictly alongwith the Techno-commercial Bid :
- e) Name and Address of Firm with Tel.No. fax No. & E-mail address.
- i) Copy of Registration of Firm
- ii) Copy of PAN No. , P.F registration No. , ESI Registration No , Industrial Electrical License for working in industry, Service Tax Registration No.
- iii) Copy of works order/P.O of major customers.
- iv) Experience in PSU/Govt./Semi-Govt./Ltd Pvt firms etc.

**Scope of Work :**

The work primarily comprises of Preventive, Routine, Break down maintenance and upkeeping of EOT/Jib Cranes. Total no. of EOT Cranes are 50 Nos. (approx.),any additional crane(s)(if gets added for the year 2009-10 & in the year 2010-11 to be included) should be converted automatically under the perview of the contract and Jib Cranes are 90 Nos. ( approx.). any other jib crane(s) added hereafter has to be converted under the perview of this contract.As the jib cranes are relocated to other locations as per the requirement of production & also Hoist are replaced by new generation hoist or due to urgency of work). Tentative List of EOT / Jib Cranes are enclosed.

Note : The bidder is advised to make a Pre-bid inspection of Cranes in Blocks V,IX & X at BHEL,BHOPAL before submission of offer.

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**E.O.T CRANE & JIB CRANE**

**Here the work includes monthly check-ups, preventive maintenance (Twice in a year for each crane) and breakdown maintenance of the E.O.T cranes, its DSL, Main switches, distribution boards etc and of the Jib Crane in both shifts including work in weekly off-day. (However during production peak work in the third shift may also be done in some areas as instructed by the in charge crane section)**

- 1.1 The work includes monthly check-ups, Preventive and break down maintenance of EOT Cranes, DSL , Main switch distribution boards etc. in both shifts including work in BHEL's weekly off day.
- 1.2 The production block area is required to be supervised by competent supervisor for carrying out day to day work efficiently.
- 1.3 The bidder shall have to carryout qualitative and environment friendly activities and necessary documentation/paper work for the purpose. This is absolutely mandatory as BHEL,BHOPAL is ISO-9001,ISO-14000, OHSAS 18001 company. The contractor shall have to carry out necessary documentation/paper work for the purpose.
- 1.4 Jib Cranes : Daily Break down work and Preventive Maintenance ( Twice in a year) shall be done as per the instruction issued by the department. In a year, one time major preventive maintenance work shall be carried out after lowering of Hoist. For this necessary documentation shall be done/maintained. The breakdown maintenance will be carried out immediately on receipt of complaint by the contractor's personnel/engineer who shall be posted for full time in 1<sup>st</sup> & 2<sup>nd</sup> shifts. The place for stationing the contractor's personnel inside the works shall be provided by BRAITHWAITE/BHEL,BHOPAL.
- 1.5 The maintenance and repairs will have to done on labour basis while the spares and components as required shall be provided by BRAITHWAITE/BHEL. The defective parts replaced shall also be repaired by contractor to the extent possible free of cost. The components for such repairs shall be provided by BRAITHWAITE/BHEL.
- 1.6 The contractor's engineer must be equipped with all the Test equipment , special tools , Multimeters, RF Power/Frequency meter etc. needed for repairs of electrical system.
- 1.7 Contractor's engineer/electrician must be minimum ITI( Electronics) and should have sufficient exposure on repairing RF equipment and Micro processor based system.

**Other applicable terms and conditions :**

- a) Contractor shall have to arrange his own tools and tackles for removal , dismantling, assembling and reinstallation of Hoist Motor/Gear Box etc. However, all spares including consumables like Gear Oil, Thruster oil, Dash Pot oil, Electrodes , grease , cotton waste , Contactors , relays etc. Facilities like gas cutting , welding, machining , repair , rewinding of motors, coils etc. shall be provided by BRAITHWAITE/ BHEL free of cost at ground. Vigilant action for better parts/methods are to be adopted voluntarily by the contractor to minimize the Down time.

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- b) Sufficient staff shall have to be maintained by the contractor for the work mentioned.  
A responsible and competent supervisor shall have to be posted at each of the major area/block to coordinate and supervise the work in each shift.
- c) Contractor shall have to maintain all records like work requisition forms, spares list and all other records pertaining to his work.
- d) A Daily break down report , Preventive Maintenance completion report and report of major work is to be submitted to the In-charge Crane section after their endorsement from the concerned Block Maintenance-in-charge.
- e) The bidder should quote separate Rate Block wise on per month basis for 2 shifts working except the 3<sup>rd</sup> shift as per the Format ( Para 3.0) in the Price-Bid.
- f) Payment shall be made against submission of running bills on monthly basis on production of satisfactory performance report from respective division/block and within 30 days from the date of receipt of corresponding payment from BHEL.
- g) Utmost care should be taken to repair the Crane in a proper way and with quality workmanship so as to satisfy requirements as per MP factory Act : 1962 ( latest).
- h) Cancellation of Contract in full or Part : If the contractor
  - i) At any time makes defaults in proceeding with the work with due diligence and continue to do so after a notice in writing of 7 days from Engineer-in-charge, BRAITHWAITE / GM(WEX & S) , BHEL, BHOPAL.
  - ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it within 7 days of notification on behalf of Engineer-in-charge, BRAITHWAITE GM(WEX&S), BHEL,BHOPAL.

## 2.0 **General Terms and Conditions :**

- 2.1 AMC ( Annual Maintenance Contract )service contract will include complete repair of Mechanical, Electrical, Hydraulic , Structural and Pneumatic etc. incorporated in the Cranes.

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- 2.2 No foreign/ used/unused/scrapped/broken part should be left at Crane/Gantry/Bridge Girder to avoid falling of the same and causing accidents.
- 2.3 All used/worn out/scrapped/replaced spares/parts shall remain be property of BRAITHWAITE/ BHEL, BHOPAL.
- 2.4 BRAITHWAITE/BHEL will not be liable for any compensation whatsoever in case of accident/ injury to the personnel employed by you.
- 2.5 The contractor shall take full care in handling the equipment or if anything found damaged or lost, then the cost of the same shall be recovered from the contractor's bill.
- 2.6 Proper safety arrangements and precautions shall be observed in carrying out the work. Contractor shall follow all the prevailing safety rules in the BHEL.
- 2.7 Workers shall be issued proper uniform, shoes, safety helmet etc. by the contractor. The contractor & his workers will observe all the laws/enactments, rules and regulations of BHEL and also of central and state government for the time being and will be enforced from time to time.
- 2.8 The contractor shall have to follow Minimum Wages Act 1948, M.P Rules 1958 apart from other Statutory rules and regulations.

P.S : i) At present prevailing rates as per Minimum wages act for different categories are as under:

Category	Rate per day (Rs.)
Skilled worker	146
Semi skilled worker	140
Un skilled Worker	135

ii) P.F Contribution

Contribution	P.F	E.S.I
Employer	13.61%	4.75%
Employee	12%	1.75%

These rates are normally revised twice in a year and the subsequent changes would be communicated to the contractor as and when enforced.

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iii) MP Shram Kalyan Nidhi Adhinyam 1982 :Rs. 18/- ( Half yearly) for each worker

2.9 The contractor will be liable for compensation to BRAITHWAITE in the event of abandoning the work before expiry of the contract period to maximum of 10% of the contract value. The work or part of the work so abandoned will be done by BRAITHWAITE or through sub- contracting at contractor's risk and cost.

2.10 The contractor shall have to comply with the priority fixed by the Block maintenance in charge for taking urgent repair work.

### 3.0 Price - Bid Format

Sl.No.	Block No.	Block-wise Monthly Rates for 2 shift working (Rs.)	Rate for 2 years (Rs.)
1	V		
2	IX		
3	X		
4	TOTAL		

Note: 1. However for 3<sup>rd</sup> shift operations the rates would be 25% of the above quoted rates for the concerned block

2. These rates shall be excluding Service Tax which shall be paid extra on actual basis. The bidders are to indicate the present rate of Service Tax below:  
Service Tax : @.....%

### GENERAL TERMS AND CONDITIONS FOR INVITING TENDERS AND AWARING CONTRACT.

#### A DEFINITIONS :

- 1) "Accepting Authority" shall mean the Engineer-in-charge, Braithwaite / Head of the WE&CS - Mechanical Section, BHEL, BHOPAL or any other person authorized by him.
- 2) "Contract sum" shall mean the lump sum for which the tender is accepted in the case of lump sum contract and in the case of item rate the total cost of the works arrived after extension of quantities shown in schedule of quantities by the item rates quoted by the tenderer for various item.

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- 3) "Day" shall mean a day of 24 hours from midnight to mid night, irrespective of the number of hours worked in that day.
- 4) A week shall mean seven days without regard to the number of hours worked in any day in the week.
- 5) "Work" shall mean work to be executed in accordance with contract or part(s) hereof as the case may be and shall include all extra, additional, altered or substituted Work or temporary & urgent work as required for performance of contract.
- 6) "Engineer-in-Charge" shall mean the Engineering officer appointed by the Accepting Authority, who shall direct, supervise & be in-charge of work for purpose of contract.

### **SCOPE OF PERFORMANCE**

#### **B CONTRACT DOCUMENTS :**

The contractor shall be furnished free of charge, two Certified true copies of the contract documents entered between BRAITHWAITE & BHEL. He shall keep one copy of this document on the site in good order, and the same shall as all, reasonable times, be available or inspection and use by the Engineer-in-charge, his representatives or by other Inspecting Officers.

All terms and conditions of the contract between BRAITHWAITE & BHEL shall also be applicable against this tender on back to back basis wherever necessary.

- 1) None of the documents shall be used by contractor for any purpose other than that of this contract.
- 2) The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

#### **C WORK TO BE CARRIED OUT :**

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all Labour, replacement of parts which may be required for full and entire execution and completion of the work.

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- 1) The contractor shall have his own arrangements for all the tools & tackles, measuring instruments (such as Vernier Callipers, micrometers, measuring tapes, etc.), consumables etc. required for the execution of work to the entire satisfaction of the Engineer-in-charge.

**D INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :**

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

**E SUFFICIENCY OF THE TENDERERS :**

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

**F DISCREPANCIES AND ADJUSTMENT OF ERRORS :**

The several documents forming the contract are to be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any document forming part of contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These and according to drawings & specification or from any of his obligation under the contract.

**G EARNEST MONEY DEPOSIT & SECURITY DEPOSIT :**

- 1) Earnest Money is to be paid by the Tenderer along with the Techno-Commercial Bid in a separate sealed envelope.
- 1.1) EMD can be deposited in the manner as specified in the tender enquiry. Amount of EMD is Rs.25,000/- and is payable in the form of Demand Draft / Bank Guarantee / Pay Order.

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1.2) EMD by the Tenderer will be forfeited as per tender documents. If :

- i) 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 the period as per LOI / Contract. In case the LOI / Contract is silent in this regard, then within 15 days after award of contract.

1.3) EMD shall not carry any interest.

2) **SECURITY DEPOSIT (S D) :**

- a) The S D shall be deposited by the successful contractor at the specified rate and manner stipulated in the tender enquiry.
- b) The amount of Security Deposit will be 10% of the order value and shall be submitted within 15 days from the date of receipt of Purchase Order. The Security Deposit shall be in the form of Bank Guarantee / Demand Draft / Pay order and shall remain valid till completion of contractor's obligations under the contract.
- c) EMD of the successful tenderer shall be converted & adjusted against the S D.
- d) The Security Deposit shall not carry any interest.
- e) The Security Deposit will be refunded to the tenderer after a period of six months from the completion of the work. In the meantime any discrepancy is found in the work the SD can be detained for further period or may be forfeited. This Security Deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on S D

H TIME AND EXTENSION FOR DELAY\_:

The time allowed for execution, which shall be mutually agreed between BRAITHWAITE and contractor, and Mentioned in Work Order, along with these conditions shall be of the essence of the contract. The execution of work shall commence immediately and not later than 15th day after the date on which the Engineer-in-charge issues written order to commence work or from date of handing over the plant whichever is later unless specified otherwise elsewhere. If contractor commits default in commencing the execution of work as aforesaid, Braithwaite shall without prejudice to any other right or remedy be at liberty to cancel the order and forfeit the earnest money/ security Deposit.

- 1) As soon as possible after the contract is awarded, the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract document for completion of work. It shall indicate forecast of dates of commencement & completion of various activities to be done for completion of work as per contract. This may be amended as necessary by agreement between Engineer-in-charge & contractor within limitations of time imposed in contract document & further to ensure good progress during execution of work.
- 2) If the work is delayed by :
  - a) Force majeure, or
  - b) Serious loss or damage by fire, or
  - c) Delay on the part of other contractor or company/ corporation in executing work not forming part of contractor.
  - d) Non-availability / release of the machines by Braithwaite / BHEL or,
  - e) Any other case, which is in the absolute discretion of the accepting authority and is beyond contractor's control.

Then upon the happening of any such delay, contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never lose constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 2) Request for extension of time to be eligible for consideration shall be made by the contractor in writing within seven days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.
- 3) The accepting authority may give a fair and reasonable extension of time for completion work. Such extension shall be communicated to contractor by Engineer-in-Charge in writing within the month of the date of the receipt of such request.

I INSPECTION AND APPROVAL :

- 1) All work embracing more than one process shall be subject to Examination and approval at each stage there of and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready.
- 2) No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid, if required by Engineer-in-charge he shall uncover such work at contractor's own expenses.
- 3) Braithwaite / BHEL officer concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

J COMPENSATION OF DELAY / LD CLAUSE :

- 1) If the contractor fails to maintain the required progress in terms of Purchase Order or to complete the work & clear the site on or before the contract or extended date period of completion, he shall without prejudice to any other right or remedy of company/ corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below:
  - a) 0.5% (Half) percent per week of contract value.
- 2) Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the total contract value.

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K CONTRACTOR'S LABOUR / WORKER WHILE WORKING INSIDE :

- 1) The contractor shall ensure sufficient staff of the quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. Contractor shall not employ indirectly or through sub-contractor any staff what-so-ever. Written consent of the contractor in this behalf has to be incorporated in to the offer, or otherwise the Contract is liable to be rejected.
- 2) Contractor shall furnish to Engineer-in-charge a complete list of persons engaged on the work giving the following details.
  - a) Name                      (b) Age                      (c) Trade

Change-over, if any, shall be furnished by the contractor to the Engineer-in-charge.

- 3) Contractor shall comply with Contractor's Obligations & Statutory Compliances for work contract as per requirement of Braithwaite / BHEL for the purpose of the execution of the job.

L NUISANCE :

Contractor shall not any time do, cause or permit any nuisance on the work site or do anything shall cause unnecessary disturbance or inconvenience to other workers.

M GENERAL TERMS :

- 1) BRAITHWAITE shall have the privities of the contract with the contractor only and will give instructions to the contractor or his authorized representative. Braithwaite will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between Braithwaite and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 2) The contractor shall maintain regular contact with the designated employee(s) of Braithwaite / BHEL and will interact on matters relating to the work awarded under this contract.

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N TERMS OF PAYMENT :

Payment shall be made against submission of running bills on monthly basis on production of satisfactory performance report from respective division / block and within 30 days from the date of receipt of corresponding payment from BHEL.

O DEFECTS LIABILITY PERIOD - GUARANTEE :

Not applicable

P RIGHTS & OBLIGATION OF BRAITHWAITE :

- 1) In case the contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BRAITHWAITE shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BRAITHWAITE reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- 2) If the Contractor commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within three days after a notice in writing is given by Engineer-in-charge failing which BRAITHWAITE reserves the right to terminate the contract without giving any reasons thereof.
- 3) Cancellation of contract may be either for whole or part of contract at BRAITHWAITE's option. In event of termination of contract in whole or part Braithwaite may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and contractor shall be liable to BRAITHWAITE for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to extent not terminated under provision of this clause.

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4) The decision of BRAITHWAITE regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be KOLKATA in India.

5) RISK PURCHASE :

In the event of failure of contractor to execute the ordered job as per terms & conditions of the order, Braithwaite reserves the right to execute the work in whole / part through some other agency at the risk and cost of a contractor.

Q ARBITRATION :

All questions, disputes or difference whatsoever shall arise between the purchaser and the contractor upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or different and the same shall be referred to the adjudicator of sole arbitrator. Managing Director, Braithwaite shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a General Manager who is not directly connected with the purchase order.

Any legal dispute that may arise will be settled within the jurisdiction of court of Kolkata.

R COMMERCIAL TAX :

M. P. Government Commercial Tax @ 2% or as applicable from time to time, will be deducted at source for all supplies if supply is more than One Lac or as applicable.

S INCOME TAX :

Income Tax deduction at source will be @ 2.25% or as applicable from time to time.

T SERVICE TAX :

Central Government Service Tax or as applicable, which will be deposited by the Contractor must be clearly indicated in the " Schedule For Rates" of Price Bid format. The bidders shall also indicate in the covering letter of Techno-Commercial bid, whether Service Tax has to be paid extra or included in the quoted price.

U JURISDICTION :

The jurisdiction in all cases shall be Kolkata, India.

**STATUTORY SAFETY CLAUSES APPLICABLE TO CONTRACTORS FOR CARRYING OUT WORK INSIDE BHEL BHOPAL ON WORKS CONTRACT**

- 1) Contractor should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- 2) Work should be all the time during the execution period to be supervised either by the contractor himself or by qualified authorized supervisor of the contractor.
- 3) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety Precautions and rules. Contractor should provide and ensure use of Safety Belts, Face Shield, Nose & Mouth Masks, Goggles, Glasses, Ear Plug, Welding Shields, Hand Gloves, Safety Shoes etc by his workers for safe working.
- 4) Contractor should engage Skilled Riggers and Slingers for handling and Shifting of Plants & Equipment and other heavy jobs. Proper size of Slings and 'D' Shackles should be used in consultation with Braithwaite / BHEL Supervisor/ Engineer. In no case under capacity or rejected or damaged Slings/ 'D' Shackles should be used.
- 5) Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts. Contractor himself should supervise the work while working at height or handling of Heavy Plants & Equipment; and should intimate in writing to concerned Braithwaite / BHEL Supervisor/ Engineer before commencement of work.
- 6) Contractor should ensure that none of the employees work without putting on Safety Shoes. No worker should be allowed to come inside the factory putting on Slippers or Chappals.
- 7) Contractor should inform in writing concerned Braithwaite / BHEL Supervisor/ Engineer and Braithwaite / BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.

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- 8) Contractor himself or any of his worker should in no case operate BHEL's EOT/ Mobile Cranes, Jumbo / Fork Lift Trucks/ Tractors and any of the Machine Tools & Equipments.
- 9) In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.

**Contractor's Obligations & Statutory Compliances to be ensured by Contractors in Work Contract**

**1. CONTRACTUAL:**

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the **employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record**. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership Firm/ Company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to Braithwaite / BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.

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- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from Braithwaite / BHEL employees. The Uniform should have logo of the Contractors firm/ company. The Uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the Uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of Braithwaite / BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n). Contractor shall provide to his employees all tools, tackles, and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments, tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

## 2. Towards Statutory Liability:

- a) Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.
  - .. Contract Labour (R&A) Act 1970 and rules 1971.
  - .. Payment of Wages Act.
  - .. Minimum Wages act 1948, M.P. Rules 1958
  - .. Employees State Insurance Act 1948, Rules and regulations 1950
  - .. Employees Provident Fund Act 1952 and Pension Scheme 1995
  - .. Workmen's Compensation Act 1923
  - .. M.P. Industrial Relations Act 1960.
  - .. Factory Act 1948
  - .. Maternity Benefit Act 1961
  - .. Equal Emolument Act 1976
  - .. M.P. Shram Kalyan Nidhi Adhinyam 1982
  - .. Payment of Bonus Act 1963
  - .. Inter State Migrant Act.

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All statutory requirements under Minimum Wages Act, 1948, Payment of Wages of Act, 1936, Workmen Compensation Act 1923, E P F & M P Act 1952. Payment of Gratuity Act 1972, E S I Act 1948, The Contract Labour (R&A) Act 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax and all other applicable Acts shall be complied with by the contractor.

- b) Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of Braithwaite / BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ Braithwaite/ BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, Pension dues under the EPF & M.P. Act, 1952 to the RPF.
- f) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / Card of each employee.
- g) Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension ESI contribution, Administrative Charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees one day before the last day of the month.
- h) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BRAITHWAITE.
- i) Contractor shall be solely responsible for non-payment/ delayed payment of Wages / DA, contributions under EPF & M.P. Act, ESI Act etc.
- j) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bills under the contract can be utilized by BRAITHWAITE to discharge the liability of the contractor.
- k) Contractor shall indemnify BHEL & BRAITHWAITE against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- l) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- m) Contractor to obtain insurance cover for his employees/ equipment/ tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL & BRAITHWAITE shall not be responsible for any loss, damage, and pilferage of his property and/ or his employees.

- n) Contractor should have independent code numbers/ exemptions under EPF & M.P. Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- o) Payment of Bonus under the Payment of Bonus Act, Payment of Gratuity Act and retrenchment compensation under Act will be the sole responsibility of the contractor.
- p) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/ third shift, overtime, Sundays or on other declared holidays without written permission.
- q). In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night - hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r). Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s). Contractor to obtain license under CL (R&A) Act, 1970.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with including termination of contract as well as delisting of the contractor for future.

BRAITHWAITE & CO. LIMITED

List Of Cranes

				ANNEXURE-1B.1
EOT NO.	CAPACITY	BLOCK	BAY	MAKE
4	10	5	1	Jessop
21	5	5	2	Jessop
30	10	5	3	Jessop
31	5	5	4	Jessop
50	10	5	4	GRW
74	10	5	2	GRW
108	5	5	3	GRW
126	1	5		NSF
134	2	5		VOLTAS
155	10	5	1	Jessop
225	1	5	DIE CAST	BHEL
176	10	9	2	WMI
177	10	9	3	WMI
178	10	9	C.W	WMI
179	10	9	3	WMI
180	10	9	2	WMI
181	10	9	C.W	WMI
182	10	9	O.B	WMI
184	2	9	8	W.H.BRADY
187	5	9		EMERALD
188	2	9	2	EMERALD
189	3	9	3	SWIFT
190	3	9	C.W	SWIFT
191	3	9	3	TECHNOCRAF
205	3	9	1	GREAVES CO
206	10	9	4	GREAVES CO
207	10	9	1	GREAVES CO
209	3	9		GREAVES CO
210	10	9	1	GREAVES CO
211	5	9		SEMI GOLIA
212	5	9		SEMI GOLIA
217	5	9	CB	KCI
219	20	9	1	GREAVES
220	2	9	1	SAFEX
221	10	9	4	ELLITE STE
213	10	CET (9)		KU ACME
214	10	CET (9)		KU ACME
16	5	PRM (10)	2	Jessop
101	5	PRM (10)		GRW
144	10	PRM (10)	4	Jessop
150	5	PRM (10)	3	W.H. BRADY
156	25/5	PRM (10)	2	WMI
160	10	PRM (10)	2	KU

## List Of Jib Cranes

				ANNEXURE-1B.2		
S. NO.	JIB NO.	BLOCK	BAY	COLUMN	MAKE	CAPACITY
412	19/D/2697	9	2	B-11	HOMECH	2TON
413	19/D/2689	9	2	B-15	TAK	2TON
414	19/D/2698	9	2	B-21	TAK	2TON
415	F19	9	2	B-23	HOMECH	2TON
416	19/D/2699	9	2	B-25	MUNK	2TON
417	19/D/2696	9	2	C-21	TAK	2TON
418	B33	9	2	C-27	TAK	2TON
419	B26	9	2	C17	TAK	2TON
420	19/D/2691	9	3	C-11	TAK	2TON
421	19/D/2690	9	3	C-5	TAK	2TON
422	B24	9	3	C-9	MUNK	2TON
423	19/D/2694	9	3	C13	SWIFT	2TON
424	19/D/2692	9	3	C15	TAK	2TON
425	19/D/2700	9	3	C17	TAK	2TON
426	19/D/3576	9	3	D5	SWIFT	2TON
427	19/D/2695	9	3	D9	SWIFT	2TON
428	19/D/2693	9	4	D19	MUNK	2TON
429	B17	9	4	D23	MUNK	2TON
430	19//2701	9	CB	C31	MUNK	2TON
431	B31	9	CB	D31	TAK	2TON
89	B16	10	B-2	C-3	MUNK	2TON
90	D57	10	B-4	D-12	TITAN	1 TON
91	D55	10	B	D-16	TITAN	1 TON
92	C13	10	B	D-7	TITAN	1 TON
93	19/D/2414	10	B	E-12	SWIFT	1 TON
94	D54	10	B	E-16	TITAN	1 TON

**ETC.**