



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Boiler Auxiliaries Plant
Ranipet - 632 406

Phone No 04172 – 284975
04172 – 284035

E-mail deepeshverma@bhel.in
gsugumar@bhel.in

<u>WORKS CONTRACT MANAGEMENT DEPARTMENT</u>	
<u>NOTICE INVITING e-TENDER</u>	
Tender Notice No	975523003E, DT: 12.04.2023
Nature of work	Providing Tyre Mounted 10 MT, 12MT & 20MT Mobile cranes (Pick & Carry type) on hire basis within BHEL BAP Ranipet Complex including S3 yard and Extended factory premises for a period of One year
Type of tender	Open tender (Two part bid).
Period of contract	One year from the date of commencement of work.
Earnest Money Deposit (EMD) Amount	Rs. 20,000/- (Twenty thousand only) per offered mobile crane.
Tender download start date	12.04.2023
Last date & Time for Receipt of the Tender	24.04.2023 at 11:00 Hrs.
Date of Technical bid Opening	24.04.2023 at 16:00 Hrs. onwards.
<i>(Please obtain updated information from the BHEL e-procurement website about the latest applicable dates & other changes if any in the tender contents)</i>	
Date of Price Bid Opening	Bidders who Techno-commercially qualify will be intimated separately about the status of their offers and the date of opening of Price Bid.
Submission of Tender	Online submission through BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app
Tender Opening	Online through e-Procurement Portal
Note:	
a) The Tender documents can be down loaded from BHEL eProcurement Portal website: https://eprocurebhel.co.in/nicgep/app and also BHEL website (https://www.bhel.com/tenders).	
b) Bidders have to submit their offers through BHEL e-Procurement Portal website: https://eprocurebhel.co.in/nicgep/app only.	
c) All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (https://eprocurebhel.co.in/nicgep/app) only.	
d) Bidders shall keep themselves updated with all such developments.	
e) BHEL will finalize the contract through Reverse Auction.	
f) The L1 bidder for each schedule will be decided based on the lowest quoted rate in respective Schedule.	
g) BHEL, Ranipet reserves the right to reject any offer on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.	

Note: - 1) Tenderer should sign and affix seal in all the pages of this document and all supporting documents.

2) Tenderer should sign and affix seal in No Deviation Certificate at the page No. 48

Yours faithfully,

**for and on behalf of BHEL.,
Deputy Manager /WCM**

PRE-QUALIFICATION REQUIREMENTS

An essential qualification requirement of the bidders for tender submission shall be as under:

- i. The contractors should have experience of successfully execution of “Material handling work involving loading or unloading or handling of materials using mobile crane” or any similar works during the last 7 years as on 28.02.2023 and should be any of the following four categories.

Schedule No.	Crane Capacity	No. of Shifts	No. of Cranes	Average Turnover in Lakhs	Similar Work Experience (all values excluding GST)		
					For three Similar Works experience, each work value in Lakhs	For two Similar Works experience, each work value in Lakhs	For one Similar Work experience, value in Lakhs
Schedule 1	12 MT	1	8	₹ 3.59	₹ 4.79	₹ 5.99	₹ 9.58
Schedule 2	12 MT	2	7	₹ 7.51	₹ 10.02	₹ 12.52	₹ 20.04
Schedule 3	10 MT	1	1	₹ 3.17	₹ 4.22	₹ 5.28	₹ 8.44
Schedule 4	20 MT	1	1	₹ 8.98	₹ 11.97	₹ 14.96	₹ 23.94

- ii. The bidder should provide minimum one (01) crane of same or higher capacity mobile crane (pick and carry type) against each schedule to participate respectively. In case of proprietorship firm/Partnership firm the vehicle should be in the name of the firm or in the name of the partners or leased. In case of Company (Private or Public Limited) vehicle in the name of the director or Company. The registration or ownership should be on or before date of tender opening. In case of the leased vehicle(s), a valid lease agreement till the end of the proposed contract period shall be available in the name of the bidder. All bidders including MSE and all startups recognized by Department for Promotion of Industry & Internal Trade have to fulfill the above condition.
- iii. Average annual financial turnover of any 3 financial years out of last 5 financial years beginning from 01.04.2017 to 31.03.2022, should not be less than the values as stated against each schedules as mentioned in the above tabulation.
- iv. The document proof (Work order, Completion certificate with executed value or any relevant supporting documents) to be submitted.
- v. The mobile crane shall be capable of handling the material of individual weight up to 10MT,12MT or 20MT as per defined schedules. For leased crane(s), the lease agreement for minimum 12 months in the name of bidder to be submitted along with technical bid.
- vi. The year of manufacture for crane(s) should be **2015 or above** & shall be equipped with all safety attachments for all four schedules.
- vii. As per GOI Circulars/ Notifications/ Office Memorandum the recognised MSE and Start-up are exempted from prior experience and prior turn over criteria. For availing start-up benefits, relevant certificates issued by department of industrial policy and promotion shall be submitted along with the techno-commercial bid. However, all bidders (including MSE and Startups) should adhere to technical specifications as prescribed in point **viii** below.

- viii. All bidders (including MSE and Startups) have to provide mobile crane(s) for physical/virtual inspection pertains to checking of technical specification and relevant documents as stated below.
- a) The bidder has to offer crane for physical inspection as stated by BHEL if located within 30KM radius from BHEL BAP, Ranipet. For the same crane, BHEL may inspect on virtual mode considering the request from bidder and at the discretion of BHEL. If any bidder is located outside the 30 KM radius of BHEL BAP, Ranipet, the respective crane(s) will be inspected on virtual mode along with documents as stated below. The bidder has to be made necessary arrangements for virtual inspection. BHEL will not bear any cost incurred by bidder in order to offer the crane for physical/virtual inspection.
 - b) More elaborately, the mobile crane(s) offered by the bidders shall be physically/virtually inspected by the BHEL officials for the condition and up keep of the vehicle for technical evaluation after documents verification and before price bid opening. The bidders have to offer the cranes in good physical condition, free from defects like worn out tyres, damaged hook/rope, meeting all safety requirements & statutory norms etc. to satisfy safety norms & the requirement of executing agency.
 - c) For all offered mobile crane(s), physical/virtual inspection will be carried out which includes- Lifting of Dead weight as per crane specification, working of hydraulic system, Boom Extension and related function as per specification etc.
 - d) At the time of physical/virtual inspection of mobile crane(s), the bidders should possess valid original mobile crane documents like RC, Lease agreement in case of leased crane, Fitness Certificate, Insurance, Road Tax, lifting machine test certificate, Lifting Tackles Certificate, Pollution certificate, mobile crane specification etc.
 - e) If any bidder has not produced the vehicle(s) for inspection within the specified time, the offered vehicle(s) as per techno-commercial bid (which is not inspected) shall be liable for rejection. Only qualified mobile crane(s) after inspection will be considered for further proceedings. BHEL's decision regarding acceptance or rejection of offered crane(s) is final. In case of not meeting the technical specification (inclusive of non-submission of documents), the bidder will be permitted to submit alternative vehicle (with necessary valid documents) to meet the PQR within the specified time as stated by BHEL.

Those including MSE/startup bidder, who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.

Note:

- 1. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.**
2. Vendor may visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
3. BHEL, Ranipet reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other contracts awarded under different enquiry.
4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
5. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for banning or already banned will summarily be rejected.
6. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.

Details to be filled by tenderers
Questionnaire 1

Sl. No	Description	To be filled by bidder
1	Name of the Tenderer	
2	Address for Communication	
3	Email Cell Phone Fax	
4	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
5	Has the Firm/ Proprietor or partners or directors been convicted of any criminal offence by any competent court. If so furnish particulars.	
6	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished. (Photo copy is to be enclosed)	
7	PAN no. and documentary proof (Photo copy has to be enclosed)	
8	The GST heads under which the enlisting person registered with GST Authorities and copy of GST registration certificate has to be enclosed.	
9	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
10	Name and address of the Registered Owner, Make/ Model of the 10MT/ 12MT / 20MT Mobile Cranes as per quoted schedule , date of first registration, Name and address of the Insurance Co., with policy details, Road tax Validity, FC expiry and load test report details etc. are to be furnished as per format enclosed (Annexure-1)	
11	Applicable GST quoted Note: Please refer clause no.52 (page no. 34) of Special condition of contract, regarding GST.	Central tax@ _____% State tax @ _____% Integrated tax@ _____% Union territory tax@ _____%
12	EMD Details	
13	MSE Details along with UDYAM Certificate	

ANNEXURE-I

Details of Cranes offered to be filled by the bidders:**(1) For Schedule-1 (08 Nos. of 12 MT Mobile cranes for Single shift operation)**

Sl. No.	Crane Registration Number	Make & Manufacturing Year	Road Tax Exp. Dt.	Pollution Exp. Date	Insurance Exp. Dt	FC Exp. Dt	(Load Test Certificate + Lifting Tackles Certificate) Validity	Own/ Lease
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

(2) For Schedule-2 (07 Nos. of 12 MT Mobile cranes for Two shifts operation)

Sl. No.	Crane Registration Number	Make & Manufacturing Year	Road Tax Exp. Dt.	Pollution Exp. Date	Insurance Exp. Dt	FC Exp. Dt	(Load Test Certificate + Lifting Tackles Certificate) Validity	Own/ Lease
1.								
2.								
3.								
4.								
5.								
6.								
7.								

(3) For Schedule-3 (01 No. of 10 MT Mobile crane for Single Shift Operation)

Sl. No.	Crane Registration Number	Make & Manufacturing Year	Road Tax Exp. Dt.	Pollution Exp. Date	Insurance Exp. Dt	FC Exp. Dt	(Load Test Certificate + Lifting Tackles Certificate) Validity	Own/ Lease
1.								

(4) For Schedule-4 (01 No. of 20 MT Mobile crane for Single Shift Operation)

Sl. No.	Crane Registration Number	Make & Manufacturing Year	Road Tax Exp. Dt.	Pollution Exp. Date	Insurance Exp. Dt	FC Exp. Dt	(Load Test Certificate + Lifting Tackles Certificate) Validity	Own/ Lease
1.								

DETAILS OF THE NUMBER OF CRANES OFFERED

Sl. No.	Schedule	Number of crane(s) Quoted (owned/Leased)	NO. OF CRANES (No. of crane offered to be filled by the Contractor)
1.	Schedule-1 (08 Nos. of 12 MT Mobile cranes for Single shift operation)	_____ Nos.	Owned = _____ Nos. Leased = _____ Nos.
2.	Schedule-2 (07 Nos. of 12 MT Mobile cranes for Two shifts operation)	_____ Nos.	Owned = _____ Nos. Leased = _____ Nos.
3.	Schedule-3 (01 No. of 10MT Mobile crane for single shift operation)	_____ Nos.	Owned = _____ Nos. Leased = _____ Nos.
4.	Schedule-4 (01 No. of 20MT Mobile crane for single shift operation)	_____ Nos.	Owned = _____ Nos. Leased = _____ Nos.

SCOPE OF WORK

1. **BILL OF QUANTITY:** The indicative total tender quantity is mention below-

SCHEDULE-01: 08 Nos. OF 12 MT MOBILE CRANES FOR SINGLE SHIFT OPERATION:

Total no. of crane shifts required for schedule-01 through this tender is as below;

Crane shift means, a 12 MT mobile crane deployed for 8-hour usage by BHEL excluding 30 minutes' lunch/dinner break.

Tentative Period	No.of cranes	No.of shifts per crane per Day	Total no. of crane shifts per day	Total no.of crane shifts for One Year
One year from date of commencement of work	08	01	08	08 Crane shift per day x 300 working days = 2400 Crane Shifts

SCHEDULE-02: 07 Nos. OF 12 MT MOBILE CRANES FOR TWO SHIFTS OPERATIONS:

Total no. of crane shifts required for schedule-02 through this tender is as below;

Crane shift means, a 12 MT mobile crane deployed for 8-hour usage by BHEL excluding 30 minutes' lunch/dinner break. For operating continuous second shift with the same crane, different crew member to be deployed.

Tentative Period	No.of cranes	No.of shifts per crane per Day	Total no. of crane shifts per day	Total no.of crane shifts for One Year
One year from date of commencement of work	07	02	14	14 Crane shift per day x 300 working days = 4200 Crane Shifts

SCHEDULE-03: 01 No. OF 10 MT MOBILE CRANE FOR SINGLE SHIFT OPERATION:

Total no. of crane shifts required for schedule-03 through this tender is as below;

Crane shift means, a 10MT mobile crane deployed for 8-hour usage by BHEL excluding 30 minutes' lunch/dinner break

Tentative Period	No.of cranes	No.of shifts per crane per Day	Total no. of crane shifts per day	Total no.of crane shifts for One Year
One year from date of commencement of work	01	01	01	01 Crane shift per day x 300 working days = 300 Crane Shifts

SCHEDULE-04: 01 No. OF 20 MT MOBILE CRANE FOR SINGLE SHIFT OPERATION:

Total no. of crane shifts required for schedule-03 through this tender is as below;

Crane shift means, a 20MT mobile crane deployed for 8-hour usage by BHEL excluding 30 minutes' lunch/dinner break

Tentative Period	No.of cranes	No.of shifts per crane per Day	Total no. of crane shifts per day	Total no.of crane shifts for One Year
One year from date of commencement of work	01	01	01	01 Crane shift per day x 300 working days = 300 Crane Shifts

2. The Capacity of the Crane(s) should be minimum 10MT, 12MT & 20MT for respective Schedules and should be in good operating condition. Contractor can offer higher capacity Crane(s) for respective Schedules without demanding any additional charges.
3. Supply of mobile crane with its EXPRIENCE crew which consists of one crane operator cum driver and Two riggers. Relevant document supporting their experience to be submitted before commencement of contract for allowing them to work in the factory. The crane will be permitted only with its crew members. A Supervisor may be posted to maintain the overall activities of crane operations and billing.
4. **Tools, Tackles and other equipment's** - Contractor shall bring their own Lifting tackles and tools (wire ropes and chain slings etc.) duly certified by the competent authority. Each mobile crane should have equipped with Four (04) Nos. of Traffic cones as a safety measure.
5. The supplied mobile cranes shall be maintained in good working condition. All the lifting tackles (for 10MT, 12MT & 20MT Capacity respective to the mobile crane capacity) required for each crane for handling various types of load, are to be arranged by the contractor. The equipment provided shall be fit in all respect. The certificate from competent person for crane (including Lifting tools and tackles) shall be produced along with the RC and insurance of equipment. All the documents shall be valid and updated.
6. **Crane operator cum Driver**- The operator shall have valid License to operate the commercial lifting mobile crane and experienced in mobile crane operation. Operator has to keep the original documents during the execution and a copy of same shall be submitted to area in-charge. The medical fitness certificate (including vision test) shall be submitted at the time of commencement of work. The medical test is for crane operator cum driver and riggers, which shall be renewed within 1 year from the date of issue.
7. Copy of crane specification details shall be submitted along with the offer.
8. Following provisions for/on mobile cranes shall be ensured:
 - a) Horn, reverse horn, Light and turning indicator.
 - b) Mirror and reflector.
 - c) Certificate from competent authority of crane and Tackles.
 - d) Adequate size and capacity of tools and tackles, certified from competent authority.

9. The working shift for the cranes shall be tentatively from 07:00 Hrs. to 15:00 Hrs., (A-Shift) 15:00 hrs. to 23:00 hrs. (B-Shift)., and 09:00 hrs. to 17:30 hrs., (General Shift). The working shift (any shift at any time) and number of cranes per shift can be modified according to BHEL requirements & workloads. Though bidder quoted for 8 hours excluding 30-minute food break, if BHEL shift timing permit to work for less than 8 hours excluding food break of 30 minute, payment will be made on pro-rata basis.
If these cranes are required to work in extended hours beyond the shift, payment will be on prorata basis.
10. The rate per hour will be arrived at by dividing the awarded rate per crane per shift by 8.
11. For Break-down / Non supply of the crane, deduction will be made on pro-rata basis. (Fraction hour will be ignored up to 30 minutes and for more than 30 minutes' amount will be deducted for one hour).
12. The quoted rate should be inclusive of the charges for the crane to be deployed, cost of fuel/lubricants, standard tools and tackles required for material handling work, repair and maintenance expenditure, wages for crane crew i.e. One Operator cum driver and Two Riggers for each crane and personal protective equipment's etc. No claim for extra payment shall be admitted. GST will be paid extra as applicable on production of relevant documents along with the bills.
13. **BHEL SCOPE OF WORK:**
- a) For any special type of jobs/materials handling, BHEL at their discretion will provide standard wire ropes, lifting tackles, tools etc. under acknowledgement, on returnable basis. Recovery will be made in case of non-returning/damages. The tools and tackles of Contractor shall not be mixed with BHEL's tools and tackles.
 - b) **Workmen Gate Pass:** Necessary gate entry pass will be issued by BHEL BAP, Ranipet Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/ Welfare/ Contract Cell on fulfilment of the Statutory Obligation by the Contractor.
 - c) **Vehicle Gate pass:** Necessary vehicle gate entry pass will be issued by BHEL BAP, Ranipet Security Department based on your application with necessary vehicle documents like RC Copy, Lease agreement in case of leased crane, Road Tax, Insurance, pollution certificate, fitness certificate, driver license (Heavy Vehicle License), Mobile crane load certificate and respective lifting tools and tackles certificate duly certified by competent person etc., after duly forwarded by the Contract Executing Department.
14. As BHEL requires mobile cranes immediately, the successful bidder should deploy the cranes within **Seven days from the date of LOA.**

Instructions to Bidders

1. Earnest Money Deposit (EMD) amount of **Rs. 20,000/- (Rupees Twenty thousand only) per offered mobile crane for any schedule**, must be accompanied with the tender in the form of: -

- (a) Demand Draft (DD) drawn from any nationalized bank in favour of "BHEL, Ranipet" payable at Ranipet (or) SBI, Mukundarayapuram (code 7013).
- (b) Fixed Deposit Receipt issued by scheduled banks/ Public Financial Institutions as defined in the company's act. FDR should be in the name of the contractor, a/c BHEL.

Note: If bidder is paying EMD through Demand Draft or Fixed Deposit Receipt (FDR), original copy to be sent to the following address:

**DEPUTY MANAGER/ WCM DEPARTMENT,
ENGG. BUILDING – GROUND FLOOR (WEST SIDE),
BHARAT HEAVY ELECTRICALS LIMITED,
RANIPET, RANIPET DISTRICT,
TAMIL NADU– 632 406.**

Tenders must be addressed to the Deputy Manager/WCM in a sealed cover by super scribing the tender enquiry number on the cover. Also scanned copy of EMD to be submitted along with the technical bid through e-procurement portal.

- (c) Pay online (SBI Collect)
 - a) Visit <https://www.onlinesbi.com/sbicollect/icollecthome.htm>
 - b) Click "Proceed" button
 - c) Select "Tamilnadu" in the drop down menu under "State of Corporate/Institution".
 - d) Select "PSU-PUBLIC SECTOR UNDERTAKING" in the next drop down menu under "Type of Corporate/Institution"
 - e) Click "Go" button
 - f) Select "BHEL BAP RANIPET" in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING".
 - g) Click "Submit" Button
 - h) Select "EMD" in the drop down menu under "Select Payment Category"
 - i) Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
 - j) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.
- (d) Bidders can pay EMD through online on below account:

NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET- 632406
ACCOUNT NO	10664849171
MICR CODE	632002003
IFSC CODE	SBIN007013
SWIFT CODE	SBININBB450

2. **MSE bidders & Start-ups are exempted from remittance of EMD. They have to submit valid UDYAM registration certificate / DPIIT certificate.**
3. The Earnest Money Deposited by the successful tenderer will be retained towards security deposit for the due fulfilment of the contract.
4. In the case of unsuccessful tenderers, the earnest money will be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
5. "No interest shall be payable by BHEL on Earnest Money or Security Deposit, if applicable, or any money due to the contractor by BHEL".
6. "BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit".
7. **Bidders have to submit their offers through BHEL e-Procurement Portal website: <https://eprocurebhel.co.in/nicgep/app> only.**
8. **The offer should be submitted along with the duly filled Questionnaire 1 (Page No. 04 of NIT) and Annexure-I (Page No. 05 & 06 of NIT).**
9. Should a tenderer or a contractor has a relative or in the case of a firm or company of contractors, any of its shareholders or shareholder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the offer, failing which the offer may be disqualified or if such fact subsequently come to light, the contract may be cancelled.
10. BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance, the offer shall be disqualified.
11. If the contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
12. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13. The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
14. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
15. Tender can be cancelled at any stage due to unavoidable circumstances.
16. The evaluation currency for this tender shall be INR.
17. **Multiple Bids: -**

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

 - Two bids by the same party
 - If one bidder is the affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

“Person” for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

18. Conflict of Interest among Bidders/Agents: “A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring Entity’s interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) They have controlling partner (s) in common; **or**
- (b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- (c) They have the same legal representative/agent for purposes of this bid; **or**
- (d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- (e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- (f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the followings:
 - I. The principle manufacturer directly or through one Indian agent on his behalf; and
 - II. Indian/ foreign agent on behalf only one principal

Or

- (g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
 - (h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- 19.** Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for “Suspension of Business Dealings” or already done will summarily be rejected.
- 20.** If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the “Guidelines for suspension of Business dealings”.
- 21. Suspension of Business dealings with Suppliers:**

Any supplier against whom action has been initiated under “suspension of business dealings with suppliers” are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit BHEL web-site www.bhel.com / supplier registration to familiarize themselves with BHEL’s policy and procedures of Suspension

of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.

22. Treatment of Banned / Under-performing Vendors:

Any supplier who has been put on "Hold" or "Banned" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Ban" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

23. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.

24. QUOTING: The tenderer has to quote the rate in BHEL price bid format only. Bidder has to quote for those schedule(s) only for which they will supply mobile crane(s).

The quoted rate shall be inclusive of all charges, including the charges for the crane to be deployed, fuel/lubricants, maintenance cost of crane, standard tools and tackles required for material handling work, and wages for crane crew (one crane operator cum driver and Two riggers), and personal protective equipment. No claim for extra payment shall be admitted. GST will be paid extra as applicable on production of relevant documents along with the bills.

25. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.

26. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.

27. If a tenderer withdraws his offer after submission or after acceptance, fails to supply mobile crane(s) in accordance with the instructions of the concerned officials, the earnest money deposited by him will be forfeited and acceptance of his tender will be withdrawn.

28. The Tenders shall closely pursue all the clauses and specifications indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.

29. Before tendering, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later, on the ground of lack of knowledge.

30. In the event of expiry or in capacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.

31. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.

32. Reverse Auction:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

33. Bidders may participate more than one schedule. They have to offer different Mobile cranes with respect to different schedules.
34. At the time of physical inspection as mentioned in PQR, if any mobile crane not acceptable, BHEL may provide defined time period to the bidder to offer alternate/ acceptable crane. If vendor fails to NIT PQR criteria, their offer will not be considered for further proceedings
35. **The L1 bidder for each rate schedules will be decided based on the lowest quoted rate for individual rate schedule.** Only those mobile cranes will be considered for awarding which will be offered by qualified bidders and accepted by BHEL. After awarding L1 offered mobile crane for schedule-1 &2 respectively and for the balance quantity, L1 rate of individual rate schedule 1 &2 will be counter offered to the eligible qualified bidders but excluding H1 bidder of respective schedules, as per their ranking in seriatim basis till BHEL requirement is fulfilled.

SCHEDULE-1

If BHEL requirement of 08 mobile cranes is not met after counteroffering the L1 rate of this schedule to other eligible bidders (excluding H1), eligible bidders (who are technically qualified and not awarded/partially awarded in schedule-2 with respect to offered crane) from schedule-2 will be approached for seeking acceptance of counteroffered L1 rate of schedule 1. Based on their acceptance, work order will be issued to schedule-2 bidders for providing 12MT mobile crane for single shift operation. This will be done in seriatim basis.

SCHEDULE-2

If BHEL requirement of 07 mobile cranes is not met after counteroffering the L1 rate of this schedule to other eligible bidders (excluding H1), eligible bidders (who are technically qualified and not awarded/partially awarded in schedule-1 with respect to offered crane) from schedule-1 will be approached for seeking acceptance of counteroffered L1 rate of schedule-2. Based on their acceptance, work order will be issued to schedule-1 bidder for providing 12MT mobile crane for double shifts operation. This will be done in seriatim basis.

The above conditions are adhered to schedule-1&2 only, as technical specifications are identical.

36. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.
37. The following points shall be taken note while quoting the rates:
- The rate quoted shall be firm throughout the period of contract and extended contract period also. No cost escalation is allowed on any account.
 - Sufficient mobile cranes and manpower to be provided.
 - No work kept unfinished in shift.
 - Contractor should not claim for any variation in quantity.
 - At the end of completion, the contract may be extended on mutual agreement.

38. Vendor may visit the Plant before submitting the offer to get to know the location for deploying adequate and suitable personnel for the works & also the equipment.
39. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
40. Incomplete offers shall become liable for rejection.
41. EMD by the tenderer will be forfeited 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.
42. **All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents and also in all supporting documents.**
43. The tenderer should fill and sign the “checklist of this Tender document” which forms part of the technical bid.
44. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
45. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd, may be at their discretion to reject such offer.
46. BHEL reserves the right to negotiate with L1 bidder.
47. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
48. The tenderer should be present if called for negotiation. In case, the tenderer’s authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
49. **MSE CLAUSE:** - MSE suppliers can avail the intended benefits only if they submit attested copies of UDYAM Certificate, along with the offer. Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.
50. Discrepancy in “words” & “Figures”:
 - a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
51. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
52. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or 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.
53. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
54. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
55. Clause in case of Tie: "In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s) - If available, otherwise the same procedures will be carried out to arrive for L1 ranking) Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."
56. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.
57. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
58. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
59. Offers received with any deviation or without relevant information are liable for rejection.
60. Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.
61. The price quoted for this tender must be inclusive of all taxes and duties and exclusive of GST.
62. **The bidder has to quote in "column 13 of price bid" (which is excluding GST), against those schedule(s) only for which they will provide mobile cranes. GST percentage to be mentioned separately in "column 14 of price bid". The L1 will be decided based on the lowest quoted rate in respective Schedule.**
For Schedule-1, bidder has to quote rate in Rupees per crane per shift operation.
For Schedule-2, bidder has to quote rate in Rupees per crane for two shifts operation with different crew in each shift.

**For Schedule-3, bidder has to quote rate in Rupees per crane per shift operation and
For Schedule-4, bidder has to quote rate in Rupees per crane per shift operation.
(As mentioned in column no. 5 of price bid)**

63. **AGREEMENT:** The tenderer after award of work by BHEL through letter of Award, shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.
64. **STAMPING THE AGREEMENT:** The expenses of completing and stamping the agreement are borne by the contractor.
65. For any tender related clarifications contact 04172-284975/04172-284035. Email Id: deepeshverma@bhel.in , gsugumar@bhel.in
66. For scope of work /BOQ related queries contact 04172-283147. Email Id: manikanta@bhel.in
67. **WCM is arranging this contract as a nodal agency. Execution of work, Bill Certification, Bill passing, Payment, Penalty, Contract closing etc., is the responsibility of end user.**

GENERAL CONDITIONS OF CONTRACT (APPLICABLE FOR ALL CONTRACTORS)**1. DEFINITION: -**

In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the officer-in charge with in the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "Contractor" means, the individual firm or company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or company or the successors of the form or company and the permitted assigns of such individual or firm or company.
- d) "The officer-in charge" means, the office deputed by the AGM/WCM to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of AGM/WCM, or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICAL LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other administrative office of the sad company including AGM/WCM authorized to invite tenders and enter into contract for works on behalf of the company.
- g) The "Contract sum" means, the sum accepted or the sun calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of work during the currency of the contract.
- h) A "week" means, seven days, without regard to the number of hours worked or not worked in ay day in that week.
- i) A "day" means, the day of 24 hours (Twenty-Four) irrespective of the number of hours worked or not worked in that day.
- j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulation.

2. HEADING TO THE CONTRACT CONDITIONS: -

The heading to these conditions shall not affect the interpretations thereof.

3. WORK TO BE CARRIED OUT: -

The contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of work. The contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. **DEVIATIONS:** -

The contractor shall not carry out any work not covered by schedule except in the pursuance of the written instructions of AGM/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by the BHEL in writing and incorporated in the contract.

5. **OCTROI AND OTHER DUTIES:** -

All charges on account of Octroi terminal or sales tax or other duties on materials obtained for the work shall be borne by the contractor.

6. **PLANT AND EQUIPMENT:** -

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

7. **ASSIGNMENT OF TRANSFER OF CONTRACT:** -

The contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

8. **SUB-CONTRACT:** -

The contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.

9. **COMPLIANCE TO REGULATIONS AND BYE-LAWS:** -

The contractor shall confirm to the provisions of any statute relating to the work and regulations and bye-laws of any local authority. The contractor shall be bound to give all notices required by statute regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. **SECURITY DEPOSIT:** -

SECURITY DEPOSIT shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Mode of Deposit:

- a) Cash (as permissible under the extant Income Tax Act).
- b) Local Cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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

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

EMD of the successful tenderer will be converted and adjusted against security deposit.

EMD and security deposit shall not carry any interest.

11. Security deposit shall be refunded only after successful completion of the contract to BHEL's satisfaction and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.
12. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
13. All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
14. **ORDERS UNDER THE CONTRACT:** -
All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
15. **CONTRACTOR'S SUPERVISION:** -
The contractor shall either himself supervise the execution of the contract or shall appoint a complement agent acceptable to the AGM/WCM to act in his stead. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself. The contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the AGM/WCM or the OFFICE-IN CHARGE, to received instructions.

16. The AGM/WCM shall have full powers and without assigning any reason, required the contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is in his opinion undesirable. The contractor shall not be allowed any compensation on this account.

17. **LABOUR:** -

The contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of wages act 1936, Employees Liability Act 1938, Workmen Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

18. **MOTOR VEHICLE ACT:** The contractor should comply the relevant Motor Vehicle Act and other statutory requirement, if applicable.

19. **PRECAUTIONS AGAINST RISK:** -

The contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purposes.

20. **DAMAGE & LOSS TO PRIVATE PROPOERTY & INJURY TO WORKMEN:** -

The contractor shall at his own expenses reinstate and make good to the satisfaction of the AGM/WCM and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting I death) loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

21. **LAWS GOVERNING THE CONTRACT:** -

The contract shall be governed by the India laws for time being in force.

22. **CANCELLAITON OF CONTRACT FOR CORRUPT ACTS:** -

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any if the following cases and the contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the contractor shall: -

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

(OR)

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

(OR)

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

23. RISK PURCHASE CLAUSE AS PER BHEL SOP DT. 10.10.2017: -

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by AGM/WCM or his authorized officials and continues in that state after a reasonable notice from AGM/WCM or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by authorized officials of Shipping/ Stores/ OP&C which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

24. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT: -

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

If the contractor,

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

(OR)

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

(OR)

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by concerned executive of Shipping/ Stores/ OP&C department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means.

- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

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

If the contractor,

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from AGM/WCM or his authorised representative.
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder.
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by concerned executive of Shipping/ Stores/ OP&C department which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by AGM/WCM or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM/WCM whose decision shall be final and conclusive.

26. TERMINATION OF CONTRACT ON THE DEATH OF CONTRACTOR: -

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

27. SPECIAL POWER TO TERMINATION: -

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the AGM/WCM shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

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

28. RECOVERY FROM CONTRACTOR: -

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

29. POST TECHNICAL AUDIT OF WORK AND BILLS: -

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding subparagraphs. However, no such recovery shall be enforced after three years of passing the final bill.

30. SIGNING OF CONTRACT: -

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

31. FORCE MAJEURE CLAUSE: -

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the AGM/WCM subject to prompt notification by the contractor. However, Force Majeure shall not include the following circumstances:

- a) mechanical breakdown of equipment's of the Contractor of whatsoever kind not resulting itself from an event of Force Majeure;
- b) Financial distress of Contractor or its subcontractor, lack of funds or the inability of the Contractor to make payments in the manner specified herein;
- c) inclement weather;
- d) any event or circumstance that makes performance by the Contractor merely uneconomic or commercially impracticable including without limitation due to recession, depression, inflation, deflation, tax rate or law changes, exchange rate fluctuations, or changes in prices;

- e) any act or omission or default on the part of a subcontractor or a vendor that is not itself attributable to an event of Force Majeure (as defined herein); and
- f) the imposition of sanctions by any governmental authority due primarily to the failure of the Contractor to comply with any Applicable Laws.

32. ARBITRATION: -

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the AGM/WCM or Accepting Officer or any other person is by the contract expressed to be final and conclusive. All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract. Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

33. ARBITRATION AND JURISDICTION:

- a. The jurisdiction for any arbitration/settlement of contractual/ legal issues between contractee and contractor, shall only be at the court of Ranipet. Any dispute between BHEL and the Contractor arising out of or in connection with this Contract, other than those for which BHEL decision is final, shall be referred to arbitration by a sole arbitrator to be appointed by BHEL, BAP Ranipet.
- b. The place of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience at such places as per his discretion.
- c. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract
- d. Subject to the above, the courts at Ranipet alone have the jurisdiction to decide any dispute arising out of or in respect of the Contract."

34. FRAUD PREVENTION POLICY: -

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

35. SETOFF CLAUSE: -

"BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract. "

36. Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/ or delay, time shall be the essence of the contract.

37. "Where the Contractor (whether a proprietorship, partnership, company, Hindus Undivided Family or otherwise) commits a default or breaches the Contract and the proprietor/ partner/director/ member of such entity is also a proprietor/ partner/ director/ member of another entity that is registered with BHEL (in Ranipet or any other unit of BHEL), BHEL shall have the right to recover losses due to the default or breach, whether direct, indirect or consequential, either from the defaulting/ breaching entity or the other said entity or both. Such right shall also include the right to encash any security (in any form such as but not limited to bank guarantee, demand draft, FD, etc.) furnished by either or both entities. Without limiting the applicability of the foregoing, it shall not be a defense to the other said entity for enforcement of such a right that:
- (a) both entities are legally distinct/ separate entities, or
 - (b) the management of the entity/ partners/ directors/ members of such other entity were not aware that the proprietor/ partner/ director/ member of the defaulting/ breaching entity was also a proprietor/ partner/ director/ member of the other said entity."
38. The Successful Tenderer shall agree to the following conditions:
Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings.
 - iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.
- The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
39. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
40. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
41. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
42. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.
43. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
44. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL.

45. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
46. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.
- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites.
 - c) Compensation in respect of each of the victims:
 - i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rupees Ten lakhs only)
 - ii) In the event of other permanent disability: Rs.7,00,000/- (Rupees Seven lakhs only)
 - d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee's Compensation Act, 1923.
47. For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.
48. Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.
49. **SUBMISSION OF BILLS BY CONTRACTOR:** - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned executive of Shipping/ Stores/ OP&C department separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a. Deviation from the items provided in the contract documents.
 - b. Extra items / new items of work.
 - c. Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
50. **PAYMENT OF BILLS:** - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by the authorized officials of BHEL.

51. SUSPENSION OF BUSINESS DEALINGS: -

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” AA/MM/SB/01 Rev: 02 amdt. 02, Dt. 08.01.2020 displayed on BHEL website <http://www.bhel.com>

(http://www.bhel.com/vendor_registration/pdf/Suspension_guidelines_adbridged.pdf)

52. BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days’ notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.

53. In case of breach of any or whole of the above terms and conditions by the contractor BHEL will have the liberty to cancel the registration and contract either in part or in full and entrust in part or in full of the work to any contractor and the contractor shall be liable to pay extra cost involved in the execution of cancelled part of the contract.

SPECIAL CONDITIONS OF CONTRACT

1. The Mobile crane(s) offered shall be in good and safe working condition.
2. BHEL's decision regarding acceptance or rejections of any mobile crane(s) is final.
3. Photostat copies of the latest documents shall be uploaded along with the offer like RC, Lease agreement in case of leased mobile crane, Road Tax, Insurance, Fitness certificate of mobile crane(s), Mobile crane load test certificate, lifting tackle certificate, pollution certificate, heavy vehicle license of driver(s) etc. Contractor has to keep all above documents valid, during the contract period.
4. Crane documents/ other documents should be in the name of company/ Managing Director/ Partner(s)/ Proprietor. In case of leased vehicle, the vehicle should be in the name of lessor, and lessee should be the company/ Managing Director/ Partner(s)/ Proprietor. In case of award of contract, the lease agreement should be valid throughout the contract period and extended period also in case of contract extension.
5. The Driver should possess currently valid heavy vehicle license as per the norms of Regional Transport Authority.
6. The contractor shall pay necessary taxes and keep the fitness certificate for the crane valid, during the contract period.
7. The contractor shall check for exhaust emission test and obtain fitness of their crane once in 6 months to meet the statutory norms laid by TNPCB, without which crane will not be allowed inside the factory.
8. Allocation of mobile cranes to various department will be at the discretion of BHEL and irrespective of ranking order.
9. Work instructions to be obtained from respective Concerned Officials in written/oral. Log Sheets/Log Register/Measurement Book to be maintained (Already certified by the executing authority as and when the works are carried out) and it shall form the part of the payment documents. However everyday work assigned to the contractor to be completed within the day.
10. The Contractor shall be present at the work spot daily and the work shall be carried out under direct supervision of the contractor. However, in his absence, authorized representatives/agent shall be available for receiving instructions and to carry out the work under proper supervision. The work shall not be sub-contracted / delegated.
11. Work carried out by BHEL on overlapping areas shall not be included in the claim and any deviations to this will be viewed seriously and treated as a violation to the contract.
12. The contractor shall provide their employees with Personal Protective Equipment such as Safety Shoes, Hand Glove, Helmet etc. (whatever applicable) and shall comply all safety regulations under Factories Act. It is the responsibility of the contractor not only to provide the work force with such safety equipment at their cost as may be considered necessary for the execution of the work but also to ensure their wearing the above safety appliances, failing which corrective action will be taken by withholding the amount recommended by concerned official / Safety Officials for each violation, which may be released only after compliance of the same. The work shall not be commenced without wearing the above safety appliances. The contractor has to give declaration that BHEL Safety Rules and Regulations as stipulated from time to time would be followed strictly. This undertaking shall be given prior to the execution of the contract.

13. **For first running bill contractor has to submit PPE's Bills for their mobile crane crew, failing which an amount of Rs. 1200/- per crew will be held by BHEL till submission of the same.**
14. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the Vehicle by accidents or complications arising out of such contingencies like fire, theft, riots, strikes and terrorism damage whether inside or outside BHEL premises while being engaged.
15. The contractor is directly responsible for injuries/ death of vehicle driver or any person employed by him as well as to the third party occupants or other users arising due to accident or otherwise of vehicle during the contractual period. At any point of time, BHEL will not be responsible for any loss / damage either to the person or to the vehicle arising out of accident of the vehicle for performing the contractual obligations.
16. Any damage to BHEL materials due to rough and faulty handling by the contractor's men will have to be made good by the contractor to BHEL. Similarly, if any damage caused to BHEL equipment/ installation, property of third party in the course of work by the contractor's men, the same shall be made good by the contractor.
17. "The Contractor shall be liable for the loss or damage to such property from whatever cause, including but not limited to theft, fire, destruction or damage of property due to reasons beyond the control of the Contractor, happening while such property is in the possession or under the control of the Contractor, their employees, workmen or agents or any other person connected with the Contractor."
18. "In case of any internal dispute of the Contractor, such as but not limited to disputes between partners of the Contractor, dispute between Contractor and its employees, the same shall be intimated to BHEL within one (1) month from the date of dispute. Notwithstanding anything to the contrary, BHEL shall not be made a party any suit or legal proceeding in respect of such internal dispute. In case BHEL is made a party to the same, the Contractor and other party(ies) to the dispute, if signatories to this Agreement, shall indemnify BHEL for (a) all direct and indirect costs expended towards such legal proceedings immediately on the issue of a claim notice to that effect from BHEL and (b) any liability that may be imposed in such legal proceedings against BHEL."
19. Mobile phone/any electronic gadgets will not be allowed inside factory for crane crew member to ensure safety during work. However, mobile phone will be allowed for supervisor of respective mobile crane contractor for communication.
20. The mobile cranes are required for a period of one year only. The period of contract may likely to be extended subject to mutual agreement between BHEL and the Contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also.
21. The reporting and releasing time for the crane is likely to vary as per the requirements of BHEL.
22. The crane shall be reported in full readiness for the entire day's operation with sufficient fuel & other consumables with fitting crew. The crane & crew should be made available continuously throughout the contract period including Holidays and Sundays to meet BHEL requirements.
23. The contractor should not sell/lease /sublet /release the crane & crew engaged under this contract for the entire contract period without prior written permission of BHEL. If the crane is put into use through lease, the same shall not be cancelled or allowed to be expired throughout the currency of the contract.

24. **LD & Penalty Clause:**

- i) Any absenteeism of mobile crane(s) on any shift on any working day shall attract penalty of 1.5 times of awarded rate per crane per shift as per contract, shall be deductible from running bills of the contractor.
 - ii) In case if the Crane/crew absent more than three hours (03 Hrs.), they will be asked to go and full shift charges for that day will be deducted as penalty for non-placement of crane.
 - iii) If mobile crane break-down is due to lack of fuel, full day penalty as stated in point (i) of LD/Penalty Clause will be levied at the discretion of executing agency.
 - iv) If any Crane(s) stopped continuously for more than Three (03) days affecting BAP, Ranipet operations, the respective contractor has to arrange same/ alternative crane(s) failing which BHEL reserve the right to hire alternative crane from available contract or from market for further non-supplying period with the approval of head of executing agency. During period of absenteeism, penalty as stated in point (i) of LD/Penalty Clause will be levied along with differential amount for hiring alternate crane(s) and overhead charges of 5% of differential value.
25. After the finalization of contract, the awarded contractor has to ensure that only the offered cranes during inspection shall be engaged throughout the period of the contract. If the successful bidder is not able to provide the originally offered mobile crane(s), they will be allowed to arrange any other mobile crane(s) with same (or) higher capacity subjected to NIT PQR conditions. This regard contractor has to request the user department for engaging other crane(s) in lieu of the earlier offered crane(s) with valid mobile crane documents along with physical inspection of mobile crane(s). After certification by user department only work order amendment will be issued for changing mobile crane(s), after taking approval from the HOD of the contracting department.
26. For any unavoidable break down for maximum period of 10 days, contractor can provide alternative crane temporarily with the prior permission from user department for which work order amendment is not required and billing should happen with certification from user department.
27. Crane(s) will be allowed one day adjacent to Sunday or any holiday in a month for preventive maintenance, for that one day neither penalty will be levied nor payment will be made. However, it is subjected to prior permission from executing department and not mandatory.
28. During execution of contract if any contractor failed to supply mobile crane(s) as per contract condition, the contract will be short closed and balance contract portion will be counteroffered to all eligible bidders (irrespective of contract awardee) of that particular rate schedule with same rate, terms and condition of contract as per their ranking in seriatim basis. Other condition as stated in **Sl. No. 35 of "Instruction to Bidders" for Schedule-1 & 2** are applicable accordingly.
29. In case of short closing of contract due to administrative reason, contract of least ranked contractor will be short closed with 21 days' notice period. Re-allocation of cranes after short closing will be taken suitably and at discretion of BHEL.
30. In case of extra mobile crane requirement w.r.t. any schedule, L1 rate of that particular schedule will be counteroffered to all eligible bidders (irrespective of contract awardee) of that particular rate schedule with same rate, terms and condition of contract as per their ranking in seriatim basis. Other condition as stated in **Sl. No. 35 of "Instruction to Bidders" for Schedule-1 & 2** will also be applicable for additional crane requirement.

31. During the contract period the contractor shall maintain the crane always in good working condition to the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case they are not so maintained to the satisfaction of BHEL.
32. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license etc., and complying with all the statutory requirements including labour laws that may be necessary in this respect.
33. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
34. The contractor shall take comprehensive insurance cover including unlimited third party property damage cover for the crane during the contract period.
35. Proper trip register for crane as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
36. It is the responsibility of driver to get filled the entire column in the trip register and got signed by the user and certified by the concerned department in charge. In case of loss of original trip register, BHEL reserves the right as not to entertain the claim. The Crew shall maintain discipline & good conduct. They shall keep conducive relationship with BHEL personal or their authorized representatives.
37. BHEL Security personnel shall check the cranes engaged as and when required.
38. **Payment Terms:** Monthly post payment shall be paid based on Bill claims of actual work done by the contractor as per BOQ with due certification by Engineer in-charge against submission of tax invoice in triplicate and statutory documents (PF, ESI). Payment will be made to MSE vendors within 45 days and other vendors within 90 days.
39. Bills as per statute shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made to MSE vendors within 45 days and other vendors within 90 days or as per BHEL norms from time to time. Payment will be made through e-mode for which the contractor has to agree and submit the required information. No advance in any form is payable by BHEL.
40. BHEL reserves the right to increase or decrease the tendered quantity.
41. The contractor has to bring lifting tackles for handling 10MT, 12MT & 20MT load (respective to the mobile crane of capacity 10MT, 12MT & 20MT), which is to be approved by BHEL competent authority. Lifting tackles required for handling BHEL typical jobs shall be provided by BHEL on free of cost. In case of damage / loss to the special lifting tackles & tools issued by BHEL, cost of the same will be recovered from the contractor as per BHEL norms & policy.
42. The contractor must apply and provide ESI facilities to all his employees concern. Similarly, the contractor shall cover all his workers under ESI scheme and produce the enrolment/Code number allotted by ESI Authorities. The contractor shall be asked to furnish along with the bill each month for having effected payment of both deduction/contribution towards PF/ESI to the concerned statutory authorities.
43. The workmen engaged under this contract shall be covered by a comprehensive insurance scheme in the joint names of the contractor and BHEL. A copy of the attested policy along with premium receipt shall be deposited with BHEL before commencement of work.

44. Since with effect from 01.11.1990 Provident Fund becomes applicable for engagement of a worker even for a single day, deduction of PF by the contractor has to be ensured. All such contractors have to apply to the PF Commissioner and get a separate code number allotted to them if they have not already been allotted a number or registered elsewhere or they are an exempted establishment having their own PF Trust etc. Proof of deduction as well as remittance of the PF dues to the appropriate authorities has also to be shown and proper records maintained.
45. The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc., While quoting rates, the above factors shall be taken into consideration.
46. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
47. The contractor's quoted rate shall inclusive of the Minimum wage plus all statutory payments like PF, ESI and Bonus for the same.
48. Statutory deductions like IT etc. will be deducted from contractor's payment as required by law.
49. The contractor has to follow the below mentioned without fail.
- Minimum wages as announced by the government from time to time to be paid as applicable to the labor's engaged along with adhoc amount as prescribed by BHEL.
 - Bonus shall be paid as per Bonus act.
 - For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid on pro rata basis.
 - Paid weekly off shall be given for every six days of continuous work.
 - One day Earned Leave for every 20 days work shall be given.
 - P.F., (Maximum ceiling amount of Rs.15000/- only) and E.S.I. contributions to be made at the prescribed rates on wages paid inclusive of adhoc amount.
 - Shall arrange to provide E.S.I. medical cards.
 - Every month wage slip to the labor's
 - Annual slip for the P.F. contribution to be issued
 - Annual returns for the P.F. and E.S.I. payments to be filed
 - Safety and Personal Protective Equipment's are to be provided
 - Maintain Attendance register
 - Maintain Wage register
 - Maintain Over time register
50. **Special conditions:**
- (i) After allocation of mobile cranes to respective departments, the mobile cranes can shuffle, deployed to any other department on temporary basis to meet BHEL BAP, Ranipet requirement.
- (ii) Performance of each crane will be evaluated on monthly basis as per following criteria and suitable action including suspension/termination of the contract will be initiated after serving the notice.

Sl. No.	Description	Evaluation Criteria	Evaluated Marks
1	Reporting Time Punctuality	a) 1-3 Scale: 10 Minutes(min) delay for more than 7 days in a month b) 4 Scale: 10 Minutes delay for less than 07 days in a month c) 5 Scale :No delay	
2	Denying or delaying of work assigned	The executing agency to award marks in ascending order (Scale range 1 to 5) if work assigned denied or delayed considering priority and aftereffects	

3	Number of breakdowns in a month	If cumulative breakdowns (with or without prior information) in a month a) 1 Scale > 7 days breakdown b) Scale 2-3 for breakdown ≥ 3 days and ≤ 6 days c) Scale 4 : If break down is limited to equal to 2 days d) Scale 5 if breakdown limits to zero or one day	
4	Breaching of Statutory norms & contract terms	The executing agency to award marks in ascending order (Scale range 1 to 5) based on severity of violation of norms & contract terms	
Average Marks			

Note: The performance of any crane vendor is evaluated based on score issued by executing department every month. Final performance factor will be derived from normal average obtained from all evaluating months in contract tenure. If performance evaluation of any vendor is less than 3 will not be considered in future crane contracts of BAP, Ranipet. The final scores evaluated by BHEL is absolute and considering the score in future contract is also at the discretion of WCM & executing agency.

51. The contractor should have to arrange police verification certificate of concern workers (whom they are going to be engaged for these works) for obtaining entry pass.

52. GST Registration:

The tenderers should register themselves with GST authorities of Govt. of India / Tamil Nadu as per statutory regulations. They should produce the copies of registration certificate and GST registration numbers along with their offer.

GST shall be paid extra and reimbursed by BHEL as applicable against the submission of documentary evidence and invoice as per GST act.

The following documents shall be submitted.

- 01 Copy of GST registration certificate
- 02 Copies of challans for deposit of GST
- 03 Original GST invoice

A certificate showing that GST collected from BHEL has been remitted to tax authorities.

The Bidder shall not include GST in their quoted rates; but the bidder has to separately indicate the GST, amount and workings thereof in the Price bid schedule included in the bid documents. If GST amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable GST and bids will be evaluated accordingly.

In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.

If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

Sl. No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code/ SAC Code (Copy to be enclosed)	

If any change in GST (statutory variation) will be to the account of BHEL. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the Contractor/vendor, the same shall be borne by the Contractor/vendor only. The required compliance under relevant statute shall be carried out.

Taxes and Duties- Incl GST clauses to be applicable for the tender:

- i) The bidder shall arrange to send to BHEL, Ranipet along with all the required documents as in contract, Tax Invoice (Original for Recipient) along with his bills.
- ii) IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %
- iii) Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.
- iv) Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. The taxes and duties that are reimbursed would be the ones applicable as on the contractual service delivery date or the amount actually paid whichever is less. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL.
- v) Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.
- vi) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- vii) The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.
- viii) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- ix) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- x) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- xi) The Prices quoted above must be inclusive of all taxes and duties and **exclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- xii) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

53. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR

- i. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
- ii. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
- iii. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
- iv. No material of any kind shall be dropped or allowed to be dropped from any height.
- v. Defective ladders shall not be used at all.
- vi. Inflammable materials shall not be stored near places where the sparks are likely to occur.
- vii. The necessary safety equipment such as gloves, boots, helmets etc. must be issued to the workmen at contractor's cost and strictly to be used while carrying out the work.
- viii. Appropriate safety equipment (like safety boots, gloves, goggles, helmet etc.) are to be supplied by the contractor for his workers from day one onwards and should be used during all processes. If the contractor's workers found violating the safety precautions, punitive action will be taken and or a penalty of Rs.500/- to Rs.1000/- will be imposed and deducted from the contractor bill for each violation.
- ix. The working area shall be kept clean and free from all obstructions.
- x. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
- xi. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
- xii. All safety precautions are to be taken by the contractor at his cost.

For ensuring reliability and the safety of the employees, **Section.29 of 'The Factories Act 1948' and Rule No. 55A of Tamil Nadu Factories Rules 1950** mandates that all types of **Lifting Machinery and equipment** used in a factory for handling materials must be inspected at least once in year by 'Competent Person'.

The extracts of the Section.29 of The Factories Act 1948 and Rule No.55A Tamil Nadu Factories Rules are in appended below:

Section 29: Lifting machines, chains, ropes and lifting tackles. —

(1) In any factory the following provisions shall be complied with in respect of every lifting machine (other than a hoist and lift) and every chain, rope and lifting tackle for the purpose of raising or lowering persons, goods or materials: —

(a) all parts, including the working gear, whether fixed or movable, of every lifting machine and every chain, rope or lifting tackle shall be—

- a. of good construction, sound material and adequate strength and free from defects;
- b. properly maintained; and
- c. **thoroughly examined by a competent person at least once in every period of twelve months, or at such intervals as the Chief Inspector may specify in writing; and a register shall be kept containing the prescribed particulars of every such examination;**

Explanation. —In this section, —

- a) “lifting machine” means a crane, crab, winch, teagle, pulley block, gin wheel, transporter or runway;
- b) “lifting tackle” means any chain sling, rope sling, hook, shackle, swivel, coupling, socket, clamp, tray or similar appliance, whether fixed or movable, used in connection with the raising or lowering of persons, or loads by use of lifting machines.

Rule.No.55A: Lifting machines, chains, ropes and lifting tackles

Sub Rule:1: No Lifting Machine and no chain, rope or lifting tackle, except a fiber rope sling, shall be taken into use in any factory for the first time in that factory unless it has been tested and all parts have been thoroughly examined by a competent person and a test and examination certificate specifying the safe working load or loads and signed by the person making the test and the examination has been obtained and is kept available for inspection.

Sub Rule:7: Such chains and lifting tackles shall be thoroughly examined by a competent person once at least in every twelve months and particulars entered in the register kept in accordance with sub rule 4.

Sub Rule 9: No person under 18 years of age and no person who is not sufficiently competent and reliable shall be employed as driver of a lifting machine whether driven by mechanical power or otherwise, or to give signals to a driver.

These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

LABOUR LAWS**TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.**

1. The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
2. The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - a. The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971.
 - b. The minimum wages Act 1948 and the related Tamilnadu Rules.
 - c. The payment of wages act 1936 and the related Tamilnadu Rules.
 - d. The Factories Act 1948 and the related Tamilnadu Rules.
 - e. The Employees Provident Fund and Miscellaneous Provisions Act 1952.
 - f. The Employees State Insurance Act 1948.
 - g. The workmen's Compensation Act 1923.
 - h. The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.
3. **REGISTRATION AND LICENSING:**
 Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:
 - (a) The name of the contractor.
 - (b) Nature of contract work.
 - (c) Period of work.
 - (d) Number of maximum labour employed by him on any one day.
 - (e) License No. and date (applicable in case of contractors employing 20 or more worker)
 - (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.
4. The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
5. The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
6. The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
7. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.

8. The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
9. **Minimum wages to be paid per day by the contractor (in INR).**

Description	For Unskilled Worker	For Semi Skilled Worker (Fresh ITI)	Skilled Worker (ITI Holder with 3 years' experience/Diploma Holder/ BE holder)
Basic Pay as on 01.04.2022	255.00	265.00	273.50
Dearness allowance as on 01.04.2022	255.73	255.73	255.73
BHEL Adhoc per day	87.23	106.46	121.85
Total wage per day	597.96	627.19	651.08
PF contribution@13% on total wages by employer*	77.74	81.54	84.64
ESI contribution@3.25% on total wages by employer	19.43	20.38	21.16
Bonus @8.33% on (Basic + DA)	42.54	43.38	44.08
EL Portion per day	29.90	31.36	32.55
Total amount	767.57	803.85	833.52

*PF contribution from employer to be restricted to 13% on Rs. 15,000/-

10. **During contract period, Adhoc amount for contract workmen will be subsumed with any increase in Dearness Allowance / Basic wages. After subsuming of BHEL Adhoc fully, any further increase in minimum wages declared by State Govt. will have to be borne by the contractor.**
11. The statutory requirements like PF, ESI will be applicable for the actual total wage per month inclusive of BHEL adhoc. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
12. **The contractor has to pay the wages to their workers through worker's Bank account only. No hand payment will be acceptable.**
13. The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10th day of the following month.
14. All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
15. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
16. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.

17. A certificate of payment shall be furnished in duplicate by the contractor to the BHEL competent authority each month.
18. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.
 - a. Serial Number
 - b. Location
 - c. Period of work
 - d. No. of contract labour engaged during the month
 - e. No. of days worked
 - f. No. of man-days worked
 - g. Wages paid to his/her workers

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

19. REGISTERS RECORDS AND COLLECTION OF STATISTICS.

The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.

1. Form A – Employee Register
 2. Form B – Wage Register
 3. Form C – Register of Loan / Advance / Fine / Damage / Loss.
 4. Form D – Register of Attendance.
 5. Form E – Register of Leave / Rest / Compensatory off.
 6. Employment Card
 7. One-month notice of all the contract workmen before completion of work.
20. The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
 21. Annual Return to be submitted through Shram Suvidha Portal.
 22. Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
 23. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
 24. The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
 25. The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
 26. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.

WORKING HOURS AND WORKING CONDITIONS:

27. No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
28. The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.

29. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
30. The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
31. The Contract labours shall abide by all the Safety rules inside factory premises.
32. The Contractor shall ensure that his workmen vacate the premises after the shift is over.
33. The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
34. The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules 1975.

NOTICE OF ACCIDENT:

35. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
36. The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
37. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
38. The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is **0.75%** of wages to be recovered from his/her workmen and **3.25%** of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
39. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
40. The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.

41. All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are **12%** and **13%** respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
42. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
43. The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
44. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
45. The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
46. In case of noncompliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
47. Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
48. **For every month, the contractor shall prepare & submit bill in the succeeding month within one week from the date of certification of quantity by user dept.**
49. **Any billing related query, clarification, document requirement, etc. shall be resolved in one go by the Contractor within one week from the date of intimation.**
50. General: Contractor should follow all the provisions of labour legislation and statutory obligations, Provisions as and when amended will also apply.

INTEGRITY PACT

The bidder shall sign an Integrity Pact, to comply with the requirements of the Transparency International Limited (TIL) and the Central Vigilance Commission (CVC) guidelines to ensure an ethical and corruption-free business environment. The proforma for the Integrity Pact is attached as Annexure-II.

IEM: Shri Otem Dai, IAS (Retd.), Shri Bishwamitra Pandey, IRAS (Retd.) and Shri Mukesh Mittal, IRS (retd.) For Tender Control No.: TPRP23240005, Tender No.: 975523003E, Tender Item Description: PROVIDING 10MT,12 MTAND 20 MT MOBILE CRANES FOR BHEL BAP RANIPET.

Independent External Monitors (IEMs)

SI	IEM	Email	Brief of IEMs
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in	Shri Otem Dai - Biodata
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in	Shri Bishwamitra Pandey - Biodata
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in	Shri Mukesh Mittal - Biodata

ANNEXURE-II
INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contracts for **“Providing Tyre Mounted 10 MT, 12MT & 20MT Mobile cranes (Pick & Carry type) on hire basis within BHEL BAP Ranipet Complex including S3 yard and Extended factory premises for a period of One year (975523003E)”**. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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

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

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

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

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous Transgression

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

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

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

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

Section 7 - Criminal Charges against violating Bidders! Contractors /Subcontractors

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

Section 8 - Independent External Monitor(s)

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

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

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

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

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

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

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

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

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

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

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

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

Section 10 - Other Provisions

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

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

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

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

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

For & On behalf of the Principal

(Office Seal)

Place:

Date:

Witness:
(Name & Address)

For & On behalf of the Bidder/Contractor

(Office Seal)

Place:

Date:

Witness:
(Name & Address)

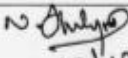

DECLARATION

I/We M/s.

have read and clearly understood all the Terms and conditions in Tender Schedule of **Tender No. 975523003E, Dt. 12.04.2023** and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”.
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner/ proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor /common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

BHEL RANIPET BANK DETAILS

SECTION- 3 BANK AND PAYMENT MANDATE (Enclose supporting for the detail provided below)	
PAYMENT MODE (NEFT / RTGS / ECS/ CHEQUE)	RTGS
NAME OF BENEFICIARY	BHEL/BAP/RANIPET
NAME OF BANK	STATE BANK OF INDIA
BANK BRANCH ADDRESS	STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406
ACCOUNT TYPE (SAVINGS, CURRENT, CASH CREDIT, ETC)	CASH CREDIT (CC)
ACCOUNT NO	10664849171
MICR CODE (9 DIGIT MICR CODE AS APPEARING ON CHEQUE LEAF) (EXAMPLE 110240157)	632002003
IFSC CODE (11 DIGIT IFSC CODE OF THE BANK BRANCH) (EXAMPLE HDFC0001374)	SBIN0007013
DECLARATION I/WE, HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IN CASE THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION AND FOR REASONS BEYOND THE CONTROL OF NBPL, I/WE WOULD NOT HOLD, NBPL RESPONSIBLE. I/WE DECLARE THAT, WHENEVER THERE IS A CHANGE IN THE ABOVE DETAILS, I/WE SHALL FURNISH THE FORM AFRESH.	
SIGNATURE :  NAME : N. THALAPATHY DESIGNATION : Sr. Accounts Officer DATE : 17/12/2015 COMPANY SEAL : BHEL/BAP/ RANIPET	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) L. KUMAR K-7346 SEAL OF THE BANKER



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	<input type="text"/>
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	<input type="text"/>
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	<input type="text"/>

CERTIFICATE

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

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____

_____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
Signature Under Bank stamp)
Authorisation No. _____

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

PRICE BID FORMAT IN E-PROCUREMENT PORTAL

Tender Inviting Authority: BAP RANIPET

Name of Work: Providing Tyre Mounted 10MT, 12MT & 20MT Mobile cranes (Pick & Carry type) on hire basis within BHEL BAP Ranipet Complex including S3 yard and Extended factory premises for a period of One year.

Tender Notice No: 975523003E, DATED 12.04.2023

Name of the Bidder/
Bidding Firm
/ Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units of Meas. (UoM)	Basic for Rate	BASIC RATE PER UNIT to be entered by the Bidder in INR Rs.	GST on Basic price to be entered by the Bidder in percentage	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	8	13	14	53	54	55
1	Hiring of mobile crane									
1.01	Providing 12MT mobile crane with one operator cum driver and two riggers for material handling for Single shift operation. Rate Should be quoted for 8 hours' basis (excluding food break 30 minutes).	Schedule-1	1	Rupees Per Crane per Shift Operation	Shift means 8 hrs., working duration excluding lunch/dinner break of 30 minutes.	To be quoted in Rs. per crane per shift	To be quote applicable GST %	0.00	0.00	INR Zero Only

1.02	Providing 12MT mobile crane with one operator cum driver and two riggers for material handling for 8 hours' basis (excluding food break 30 minutes) and continuing next shift of 8 hours with the same crane with different working crew i.e. one operator cum driver and two riggers (excluding food break of 30 minutes)	Schedule-2	1	Rupees Per Crane for Two Shifts Operation with different crew in each shift	Shift means 8 hrs., working duration excluding lunch/dinner break of 30 minutes.	To be quoted in Rs. per crane for Two shifts operation	To be quote applicable GST %	0.00	0.00	INR Zero Only
1.03	Providing 10MT mobile crane with one operator cum driver and two riggers for material handling for Single shift operation. Rate Should be quoted for 8 hours' basis (excluding food break 30 minutes).	Schedule-3	1	Rupees Per Crane per Shift Operation	Shift means 8 hrs., working duration excluding lunch/dinner break of 30 minutes.	To be quoted in Rs. per crane per shift	To be quote applicable GST %	0.00	0.00	INR Zero Only
1.04	Providing 20MT mobile crane with one operator cum driver and two riggers for material handling for Single shift operation. Rate Should be quoted for 8 hours' basis (excluding food break 30 minutes).	Schedule-4	1	Rupees Per Crane per Shift Operation	Shift means 8 hrs., working duration excluding lunch/dinner break of 30 minutes.	To be quoted in Rs. per crane per shift	To be quote applicable GST %	0.00	0.00	INR Zero Only
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words										

NOTE:

- (a) The above table contains Four Schedules (1,2,3&4). L1 will be decided based on the lowest quoted rate in each Schedules.
- (b) Shift means 8 hrs. working duration as specified by the in charge excluding lunch/dinner break 30 minutes.
- (c) The rate per hour will be arrived at by dividing the awarded rate per crane per shift by 8.
- (d) The quoted rate for per crane per shift shall inclusive of fuel cost, one operator cum driver and two riggers salary, spares and maintenance cost, road tax, insurance etc.
- (e) GST at actual will be reimbursable against documentary evidence viz. valid GST Invoice.
- (f) Contractor should not claim for any variation in quantity.
- (g) Price quoted shall be Firm throughout the contract period and in case of extension period also.
- (h) At the end of completion, the contract may be extended on mutual agreement.