



# Bharat Heavy Electricals Limited

(A Government Of India Undertaking)

Boiler Auxiliaries Plant

Ranipet - 632 406

Phone No 04172 – 284839  
04172 – 241412

E-mail vkn@bhelrpt.co.in

## WORKS CONTRACT MANAGEMENT

Ref: 9870024E  
Date: 22.08.2017

Dear Sir,

**Sub: TENDER** for providing Tyre mounted 10 MT mobile crane service for material handling within BHEL, Ranipet complex including S3 yard and Extended factory premises for a period of One year.

\*\*\*\*\*

Please submit your competitive offer for the above subjected as per the conditions given in the work/rate schedule and tender conditions enclosed along with the tender.

01: Nature of work

:Providing six numbers Tyre mounted 10 MT Mobile crane service for material handling within BHEL, Ranipet complex including S3 yard and Extended factory premises for a period of One year for Single shift operation.

02. Duration of contract

: One year

03. EMD to accompany the Tender

: Rs.10000/- (Rupees Ten thousand only per crane)  
Rs.60000/-(for six cranes)

04. Last Date and Time for submission of Tender documents

: 14:00 HRS ON 08.09.2017

05. Date and Time of Opening the Tender(technical bid)

: 14:30 HRS ON 08.09.2017

06 Issued to

Yours faithfully,  
for and on behalf of BHEL.,

SR.MANAGER/WCM

**Note:** - Tenderer should sign and affix seal in all the pages of this document.

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### INSTRUCTION TO TENDERERS

A Qualification Criteria: Qualification Requirement (Q.R.) would be as follows.

- 1) The tenderer those who owned / leased the One number 10MT Mobile crane can participate in the tender. For leased cranes, the lease agreement for 12 months to be submitted along with technical bid.
- 2) The tenderer should have minimum one year experience in material handling work of steel material in Govt./Private sector and proof for the same (work order / contract copy) shall be submitted.

Otherwise offer will be rejected.

#### B. SPECIAL INSTRUCTIONS TO TENDERERS

- 1) Total no. of crane shifts required through this tender is as below;  
Crane shift means, a 10 MT mobile crane deployed for 8 hour usage by BHEL.

Period	No. of cranes	No. of shifts	Total no. of crane shifts/day	Total no. of crane shifts
28-09-2017-28-09-2018	6	1	6	300x6=1800

**The above crane shifts and number of cranes per shift is not guaranteed and only indicative. This may vary depending upon the quantum of work.**

- 2) The working shift for the cranes shall be tentatively from 08.30 Hrs to 17.00 Hrs., (1<sup>st</sup> Shift) 16.30 hrs to 01.00 hrs (2<sup>nd</sup> Shift), and 06:00 hrs – 14:30 hrs, (R1 Shift) 14.00 hrs to 22.30 hrs. (R2 Shift) & 22:00 hrs – 06:30 hrs. (R3 Shift) The working time of the Shift is 8 Hrs excluding food break of 30 minutes in each shift. However working shift and number of cranes per shift can be modified according to BHEL requirements & work loads.
- 3) If these cranes are required to work in extended hours beyond the shift, payment will be on prorated basis.
- 4) The quoted rate shall also be inclusive of all charges, including the charges for the crane to be deployed, fuel/lubricants, standard tools and tackles required for the above work, and wages for crane crew, and personal protective equipments. No claim for extra payment shall be admitted. GST will be paid extra as applicable on production relevant documents along with the bills.
- 6) Crane crew, consisting of one operator and two riggers, shall be provided for each crane. A Supervisor to be posted in each shift to maintain the overall activities of crane operation.
- 7) The supplied cranes shall be maintained in good working condition.
- 8) All the lifting tackles required for each crane for handling various type loads of BHEL are to be arranged by contractor and the lifting tackles are to be approved by BHEL competent authority before put into use at BHEL. However for any special type of jobs/materials handling, BHEL at their discretion will provide the same 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.

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- 9) If the L1 tenderer is offering less than BHEL requirement (less than 6 Cranes), the balance (excluding L1 offer) quantity of crane shift will be counter offer to L2 onwards to meet BHEL requirement.
- 10) Tenderers are permitted to deploy higher capacity cranes without any demand for additional hire charges. However the capacity should not go below 10T.

**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) which ever 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.
- vi. Invoice should mention BHEL-BAP-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in PO.
- vii. 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.
- viii. The agency should quote the applicable taxes and duties in the technical bid as well as in price bid.
- ix. 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 alongwith interest levied/leviable on BHEL.
- x. 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.
- xi. 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).
- xii. 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.
- xiii. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.

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**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 our web-site [www.bhel.com](http://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.

**ii) 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.

**d) 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.

**GENERAL INSTRUCTIONS TO TENDERERS**

1. Sealed Tenders for the above work are invited from Contractors having sufficient experience. Tenders must be addressed to the Sr.Manager/WCM after duly filling up of the annexure enclosed with required documents in a sealed cover by superscribing the tender enquiry number on the cover.
2. Sealed tenders will be received by the Sr.Manager/WCM, M/s Bharat Heavy Electricals Ltd., Ranipet-6 up to **14.00 Hrs on 08.09.2017** in the prescribed form. Techno commercial bid only will be opened on **08.09.2017 at 14.30 Hrs** in the presence of such of those tenderers or their agents who may choose to attend, with an authorisation letter. As on line entry pass is in vogue at BHEL’s Security office, vendor shall reach the venue with offers in advance so that any unexpected event/delay can be avoided. BHEL will not take any responsibility on this account.
3. For getting entry pass the vendor shall contact in advance over phone (cell 9442541632, 04172-284839, 04172-241412)
4. **IMPORTANT NOTE**  
The tender shall be submitted as three parts put in 3 separate covers, each cover shall be superscribed with the tender No, due date and the name of the work.

- **Cover-1** shall contain the EMD alone.

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- **Cover-2** shall contain the technical bid (Page **1 to 34**) and all relevant documents as listed in (Clause 02 of Special conditions to the tenderer and also attach following documents)
    - i. Details of experience in running 10T mobile cranes (copies of previous and present orders executed shall be enclosed)
    - ii. Relevant vehicle documents.
    - iii. Ownership of cranes(proof giving full details of ownership/lease agreement.
  - **Cover-3** shall contain only the price bid (Page **35**)  
All the three covers shall be put in one single cover and superscribed with the tender number, due date and name of the work.
5. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
  6. Belated/late offers and incomplete offers shall become liable for rejection.
  7. At the time of tender opening,
    - covers containing EMD alone shall be opened first.
    - Technical bids of such of those tenderers who satisfy EMD requirements alone will be opened next.
    - Price bids will be opened at a later date after evaluation of suitability of technical bids and the date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
  8. All entries in the tender documents should be in the same ink. Erasures and over-writings are not permitted. The tenderers concerned should duly sign in all correspondences and insertions of the tender documents (sign each and every page of the tender documents).
  9. Tenderers should fill their rates clearly without any ambiguity in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with other documents demanded in the tender.
  10. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
  11. Tenders not submitted on the prescribed forms will be rejected.
  12. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, house keeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
  13. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
  14. Every tender must be submitted with the requisite EMD amount (by way of **CROSSED** demand draft drawn in favour of, “ M/s Bharat Heavy Electricals Ltd, Ranipet”, payable at State Bank of India, BHEL Project Branch (7013), M R Puram, Ranipet 632 406, TAMIL NADU.

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**BHEL has now made arrangements for payment of EMD thru' Online.**

The steps to make online payment is detailed as below:

- (i) Visit  
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
- (ii) Click 'Proceed' button
- (iii) Select '**Tamilnadu**' in the drop down menu under 'State of Corporate/Institution \*'
- (iv) Select '**PSU-PUBLIC SECTOR UNDERTAKING**' in the next drop down menu under " Type of Corporate/Institution"
- (v) Click 'Go' button
- (vi) Select '**BHEL BAP RANIPET**' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING'
- (vii) Click 'Submit' Button
- (viii) Select '**EMD**' in the drop down menu under ' Select Payment Category'
- (ix) 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.
- (x) Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents. Scan and upload the receipt document in case of tender under e- procurement mode.

**The above facility is in addition to the existing method of remitting by DD.**

15. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.
16. The earnest money deposited by the successful tenderer will be retained by BHEL towards Security Deposit for the due fulfillment of the contract as per tender conditions.
17. EMD given by all unsuccessful tenderes shall be refunded normally within 15 (Fifteen) days of acceptance of award of work by the successful tenderer.
18. 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.
19. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the Sr.Manager/WCM, the EMD amount will be forfeited by BHEL RANIPET and acceptance of his tender will be withdrawn.

M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.

20. Tenders submitted by post should sent through "REGISTERED POST-ACKNOWLEDGEMENT DUE". These should be posted with due allowance for any  
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delay in postal delivery. The tenders received after the due time & date specified for receipt will be treated as late tenders and will be rejected.

21. Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender withdrawn.
22. Before submitting the quotation the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
23. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.
24. The contractor's responsibility under this contract shall commence from the date of issue of LOI / WORK ORDER by BHEL.
25. (i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be cancelled.  
(ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
26. In the event of expiry or incapacitance of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation.
27. 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.
28. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
29. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.
30. The expenses for completing and stamping the agreement shall be to the contractor's account and to be carried out immediately as demanded by BHEL.
31. 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.
32. Tenderers shall not increase their quoted rates at any point of time.
33. 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.

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34. 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.
35. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer’s authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
36. In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.
37. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
38. BHEL reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
39. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same
40. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
42. In case negotiation if found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
- 43 BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 44 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.
- 45 Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.
- 46 In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
- 47 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. The contract may be awarded to one or more contractors, either in full or part.
- 48 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.

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- 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. The quantum of work/ nature of work to be carried out by the hired crane will be decided by BHEL from time to time and the availability of the combination of work.

#### 49. 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.

#### 50. Service Tax

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

#### **Pure Service not involving any supply of materials by Contractor:**

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

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

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate. Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate ( valid based on deemed validity of 5 years ) or

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- c) EM II certificate alongwith attested copy of CA certificate( as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

### Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....,  
(hereinafter referred to as 'Company') having its registered office at.....  
..... is registered under MSMED Act 2006,(Entrepreneur memorandum No(Part-II)..... dtd:.....  
Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:  
Rs..... Lacs
2. For Service Enterprises: Investment in equipment( original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.  
Rs..... Lacs

#### (Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small(Strike off which is not applicable)Category under MSMED Act 2006.

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is .....(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)  
Name-

Membership number

Seal of Chartered Accountant

Signature of the Tenderer with seal  
(Authorized Signatory)

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## **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION**

***BHEL will finalize the rates through paper price bid opening/Reverse auction. Hence Tenderers are requested to give their best prices at the first instance itself.***

*BHEL reserves the right to go for Reverse Auction(RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non acceptance to participate in RA may result in non consideration of their bids incase BHEL decides to go for RA.*

*Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).*

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.*

*If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).*"

*As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':*

*"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL.*

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**SPECIAL CONDITIONS TO THE TENDERER**

1. The crane offered shall be in good working condition.
2. In case the rates quoted by the tenderers is tie or equal the tenderers may require to produce the cranes to BHEL's official for inspection at BAP/Ranipet. Preference will be given for latest model crane with better condition.
3. BHEL's decision regarding acceptance or rejections of any crane(s) is final.
4. Photostat copies of the latest documents demanded in the questionnaire shall be sent along with the offer like RC, Tax, Insurance, Crane test certificate.
5. The crane is required for a period of One year. 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 if not otherwise decided.
6. The reporting and releasing time for the crane is likely to vary as per the requirements of BHEL.
7. No crane shall be allowed to be parked inside BHEL premises after the stipulated working hours.
8. 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 without any break according to BHEL requirement.
9. 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.
10. During the contract period, if the contractor is not able to provide the required number of crane on any day or part thereof, risk purchase clause as per cl.18 of General conditions of contract will be operated. In addition, a penalty of Rs.300/- per crane per shift will be deducted additionally for the absence.
11. However during such absence contractor will be permitted to provide alternate crane in good working condition with prior permission of BHEL, in which case penalty as per clause 10 will not be levied.
12. If the contractor is not able to provide the crane originally offered for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor, including forfeiture of security deposit.
13. 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.

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14. 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. 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.
15. The contractor shall pay necessary taxes and keep the fitness certificate for the crane valid during the contract period.
16. 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 in side the factory.
17. The contractor shall take comprehensive insurance cover including unlimited third party property damage cover for the crane during the contract period.
18. 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.
19. 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.
20. BHEL Security personnel shall check the cranes engaged as and when required.
21. The tenderer shall quote rate on daily rental basis of 8 hours working per crane excluding food break 30 minutes. The quoted rate should be inclusive of all other fixed & variable expenses. GST shall be paid extra on production of relevant documents.
22. Payment will be made based on the basis of actual working certified by the official incharge.
23. 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 within 30 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 as per questionnaire 2. No advance in any form is payable by BHEL.
24. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
25. The contractor has to bring lifting tackles for handling 10Tons load, 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.
26. The offer should be submitted along with the duly filled Questionnaire 1

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27. 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.
28. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
29. During the contract period, the increase in minimum wages, if any, by State Government will have to be borne by the Contractor.
30. The contractor's quoted rate shall inclusive of the Minimum wage as per para 31 above plus all statutory payments like PF,ESI and Bonus for the same.
31. Statutory deductions like IT etc will be deducted from contractors payment as required by law.
32. The contractor has to follow the below mentioned without fail.
- a. Minimum wages as announced by the government from time to time to be paid as applicable to the labours engaged along with adhoc amount as prescribed by BHEL Rs.4100/- for skilled worker, Rs.3700/- for semi skilled worker and Rs.3200/- for unskilled worker.
  - b. Bonus shall be paid as per Bonus act.
  - c. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
  - d. Paid weekly off shall be given for every six days of continuous work.
  - e. One day Earned Leave for every 20 days work shall be given.
  - f. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid inclusive of adhoc amount as mentioned above.
  - g. Shall arrange to provide E.S.I medical cards.
  - h. Every month wage slip to the labours
  - i. Annual slip for the P.F. contribution to be issued
  - j. Annual returns for the P.F. and E.S.I payments to be filed
  - k. Safety and Personal Protective Equipments are to be provided
  - l. Maintain Attendance register
  - m. Maintain Wage register
  - n. Maintain Over time register
34. Special conditions;
- Whenever sufficient load is available, a 10 MT Mobile crane should handle minimum quantum of 50MT or as directed by Shipping Officials in a crane shift. 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.
- i) Average tonnage handled in a month.
  - ii) Reporting time and leaving time from the work spot.
  - iii) Ensuring 100% availability throughout the shift.
- 33 BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been short listed after technical bid evaluation.

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QUESTIONNAIRE. 1

01	Name of the Tenderer	
02	a)Address for Communication b)Telephone c) Cell Phone Number	
03	Details of experience in running 10T Mobile Crane (Copies of previous and present orders executed shall be enclosed)	
04	No.of cranes owned by the tenderer	
05	Name and address of the Registered Owner Make,Model of the 10T Mobile Crane, date of first registration, Name and address of the Insurance Co., with policy details, Road tax Validity, FC expiry and load test report details are to be furnished as per format enclosed (Annexure-1)	
06	In case of cranes not in the name of tenderer, but maintained under power of attorney/lease agreement the copy of the same is to be enclosed along with details as per Annexure-1 Original has to be submitted for verification when demanded. <u>( If copies are not enclosed ,the tender is liable for rejection).</u>	

## 07. Details of EMD :

Applicable EMD for this tender would be Rs.10000/- per crane.

If the tenderer is member in National Small Industries Corporation (NSIC) is exempted for submitting EMD and Security Deposit.

Enclosed DD No:----- Date----- drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED, RANIPET Payable at SBI/BHEL Project, MR.Puram, Ranipet-6. (Code No: 7013)

## 08. Contractor is requested to enroll for GST registration if not already done.

## 09. Acceptance for payment through e-mode submitted as per format available in page- 17

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S.NO	CRANE NUMBER	MODEL	TAX EXP.DT.	INSURANCE EXP.DT	FC EXP.DT	POLLUTION EXP. DT	OWN/LEASE
1.							
2.							
3.							
4.							
5.							
6.							

DETAILS OF THE NUMBER OF CRANES OFFERED

S.NO	TYPE OF OFFER	NO OF CRANES (To be filled by the Contractor)
01	Number of cranes owned & offered	
02	Number of cranes offered through right to use supported by Lease agreement	
Total		

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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.

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### ANNEXURE III

#### 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-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

c)The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "The Officer-In charge" means, the Officer deputed by the AGM/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 ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including AGM/WCM is authorised to invite tenders and enter into contract for works on behalf of the Company.

g)The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.

j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

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

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

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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 the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS:- The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of concerned executive/authorized person. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

5.OCTROI AND OTHER DUTIES:- All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.

6. PLANT AND EQUIPMENT:- The Contractor shall at his own expense, supply all tools, plant and equipment (Herein after referred to as T&P) required for the execution of the contract.

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

8. SUB-CONTRACT: - The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL .

9. COMPLIANCE TO REGULATIONS AND BYE-LAWS: - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

10. SECURITY DEPOSIT:- (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

### **5% of the contract value**

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- i) Cash, (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Office such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the Security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Bank / Public Financial Institutions as defined in the Companies Act.. The Bank Guarantee format should have the approval of BHEL.
- vi) In order to ensure the genuineness of the bank guarantees, the B.G.'s are to be sent directly by the concerned banks through registered post to "The Senior Accounts Officer/Works&Misc.Bills,Finance department,BHEL,Ranipet".

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- vii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- viii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- ix) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- x) The Security Deposit shall not carry any interest.

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.

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.

11. **ORDERS UNDER THE CONTRACT:-** All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

12. **CONTRACTOR'S SUPERVISION :-** The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to the concerned executive/authorized person 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 concerned executive/authorized person or the OFFICER-INCHARGE, to receive instructions.

The concerned executive/authorized person shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

13. **LABOUR:-** The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

14. **PRECAUTIONS AGAINST RISK:-** The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

15. **DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :-**

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The Contractor shall at his own expense 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 in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

16.LAWS GOVERNING THE CONTRACT:- The contract shall be governed by the Indian Laws for time being in force.

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

If the Contractor shall :-

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

OR

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

OR

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

18. RISK PURCHASE CLAUSE:

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by concerned executive/authorized person or his authorized officials and continues in that state after a reasonable notice from concerned executive/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person or the same shall be recovered from the Contractor by other means.

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

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

If the Contractor,

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

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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/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person whose decision shall be final and conclusive.

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

If the Contractor :

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from concerned executive/authorized person ;
- 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/authorized person 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 concerned executive/authorized person 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 concerned executive/authorized person whose decision shall be final and conclusive.

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

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

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

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

23. SUBMISSION OF BILLS BY CONTRACTOR :- The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the concerned executive/authorized person separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

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

24. PAYMENT OF BILLS: - All payments to be made to the Contractor, under this contract shall be by NEFT / RTGS payment within a reasonable time after the certification of bills by the concerned department.

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

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

27. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of one month on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

28. FORCE MEJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor 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

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extension of time shall be granted for periods considered reasonable by the concerned executive/authorized person subject to prompt notification by the contractor.

29.ARBITRATION :- All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the concerned executive/authorized person or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of EXECUTIVE DIRECOR or other Officers of BHEL appointed as Arbitrator, by the EXECUTIVE DIRECOR of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

Subject to the above, Courts at Ranipet alone shall have exclusive jurisdiction of any matter arising in connection with this Agreement.

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.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.

32.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.

33.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.

34.Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provides a copy of the same to BHEL.

35.Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

36. No interest shall be payable by BHEL on Earnest Money/ Security Deposit/ or any money due to the Contractor by BHEL

37. Without prejudice to the above, the 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) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

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The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

38. Terms not forming a part of the Contract but of the Tender shall deemed to be incorporated into the Contract.

39. 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.

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**ANNEXURE IV**

**SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS**

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

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## ANNEXURE V

**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.

(02) The contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.

- (a) The contract labour (Regulation and abolition Act 1970) and the related Central Rules.
- (b) The minimum wages Act 1948 and the related Tamilnadu Rules.
- (c) The payment of wages act 1936 and the related Tamilnadu Rules.
- (d) The Factories Act 1948 and the related Tamilnadu Rules.
- (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
- (f) The Employees State Insurance Act 1948.
- (g) The workmen's Compensation Act 1923.
- (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made thereunder 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 Deputy Chief labour Commissioner (Central) . 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 labourer engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.

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

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

REGISTERS RECORDS AND COLLECTION OF STATISTICS.

- (20) The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and the related Central Rules 1971 there under shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
  - b. Employment Card.
  - c. Service Certificate.
  - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- (21) The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.
- (22) Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- (23) The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- (24) The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- (25) The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.

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

WORKING CONDITIONS:

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

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NOTICE OF ACCIDENT:

- (36) Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
- (37) The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
- (38) The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
- (39) The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 1.75% of wages to be recovered from his/her workmen and 4.75% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
- (40) The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
- (41) The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.  
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 13.36% respectively..
- (42) The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
- (43) The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.

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

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

**UN PRICE BID**

(To be submitted along with techno commercial Bid)

<b>Sl No.</b>	<b>Description of work</b>	<b>Rate per Crane / per shift (excluding GST) (A)</b>	<b>Total no.of shifts (B)</b>	<b>Total value in Rs.  C=(A x B)</b>
01	Providing 10T mobile crane service for material handling. Rate Should be quoted for 8 hours basis (excluding food break 30 minutes). Tentative crane shift requirement : 28-09-2017-27-09-2018: 1800	Rs._____/per crane per shift . In words: Rupees	<b>1800</b>	Rs._____  In words: Rupees_____
03	Applicable rate of GST Percentage	_____%	<b>(D)</b>	
<b>Grand Total (including GST ) E (=C+D)</b>				

**In the above Rate of value column to be mentioned as “QUOTED”. No rate shall be filled. Only GST percentage to be mentioned.**

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**PRICE BID**

(To be submitted in a separate Envelope)

Rate Should be quoted on per shift basis per crane

SI No.	Description of work	Rate per Crane / per shift (excluding GST) (A)	Total no.of shifts (B)	Total value in Rs. C=(A x B)
01	Providing 10T mobile crane service for material handling. Rate Should be quoted for 8 hours basis (excluding food break 30 minutes). Tentative crane shift requirement : 28-09-2017-27-09-2018: 1800	Rs._____/per crane per shift . In words: Rupees	<b>1800</b>	Rs._____ In words: Rupees _____ _____
03	Applicable rate of GST Percentage	_____%	(D)	
<b>Grand Total (including GST ) E (=C+D)</b>				

(In case of difference between rate quoted in numbers and rate quoted in words, the rates quoted in words will be final)

Note:-

1. No other taxes & duties extra will be paid throughout the tenure of the contract.
2. GST at actual will be reimbursable against documentary evidence viz. valid GST Invoice.
3. Shift means 8 hrs., working duration as specified by the incharge excluding lunch/dinner break 30 minutes.
4. The quoted rate shall inclusive of fuel cost, operator and helper salary, spares and maintenance cost, road tax, insurance etc.

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