

## Annexure-I

### CHECK LIST FOR TECHNO-COMMERCIAL OFFER FOR HYDRA CRANE

Sl.	Particular	Put (✓) mark
1	Unpriced format of price bid (Annexure-IV) duly signed & stamped	
2	BHEL terms & conditions of tender enquiry (Annexure-II) & Contractor's Obligations (Annexure-III), both duly signed & stamped as unequivocal acceptance of the terms & conditions mentioned therein.	
3	Valid registration certificate of cranes-03 nos. (copy duly signed & stamped)	
4	Valid vehicle fitness certificate of cranes (copy duly signed & stamped)	
5	Valid test certificates (capacity) of cranes & Slings (copy duly signed & stamped)	
6	Valid driving licence of crane drivers (copy duly signed & stamped)	
7	PF & ESI registration (copy duly signed & stamped)	
8	Valid Labour licence (copy duly signed & stamped)	
9	GST registration(copy duly signed & stamped)	
10	<i>Credentials/certificate of experience, if any(optional)</i>	

(Signature & Stamp of bidder)

**Note:** Documents mentioned above at sl. 1 to 9 are essential

## **General Terms & Conditions:**

1. No. of Hydra Cranes required shall be 1 to **03 nos.** on Monthly basis as per requirement. The capacity of each 'Hydra' crane shall be minimum 12 MT.
2. The contract shall be valid for the period of 02 years from the date of contract. Rates of contract shall be firm and valid during the period of contract. No change in the Rate be allowed during the period of contract for any reason.
3. **Techno-commercial bid shall consist of following documents (copy duly signed & stamped by the bidder):**
  - (a) **BHEL terms & conditions (Annexure-II) of tender enquiry duly Signed & stamped( as a token of unequivocal acceptance by the bidder)**
  - (b) **Contractor's Obligations (Annexure-III)**
  - (c) **Unpriced format of Price bid (Annexure-IV)**
  - (d) **Valid registration certificate of cranes**
  - (e) **Valid vehicle fitness certificate of cranes**
  - (f) **Valid test certificates(capacity) of cranes & Slings**
  - (g) **Valid driving license of crane drivers**
  - (h) **PF & ESI registration**
  - (i) **Valid Labour license**
  - (j) **GST registration certificate**
  - (k) **Credentials/certificate of experience, if any (optional)**
4. **Price bid shall consist only filled price bid duly signed & stamped as per format Annexure-IV.**
5. **Bidders shall be required to submit EMD of Rs. 62,446 along with their offers in form of DD in favor of BHEL payable at Rudrapur. Offers without EMD shall be rejected. EMD of successful bidder shall be adjusted as SD.**
6. The contract shall be for a period of 02 years which could be extended for a further period of 01 year on mutual agreement basis.
7. The 'Hydra' crane shall be required on full time basis i.e., 24 hrs. as per requirement and should be available as and when required by BHEL including Sundays/Holidays. *The normal duty hours shall be 8 hrs. per day from 9:00 AM to 06:00 PM (except Sundays & holidays) for 02 nos. Hydra Cranes & from 7:00 AM to 04:00 PM (except Sundays & holidays) for 01 no. Hydra Crane.* Duty hours beyond this period and on Sundays/Holidays shall be treated as extra working hours. Holidays shall be considered as per BHEL Calendar for the period of contract.
8. The supplier is required to maintain the **Log book** for controlling the operating hrs. of the crane, which should be available with the operator. The supplier shall be responsible for making entries in the log book and getting the same verified by BHEL authority. Original copy of verified entry of Log book is to be enclosed along with the bill, by the supplier.
9. **Payment terms:** Payment shall be made monthly based on Log book entries duly verified by BHEL and on submission of bill, within 45 days of submission of bill through e-payment on-line transfer to supplier's account for which supplier has to provide their bank details. The normal working days for a month shall be 26 days. Any reduction/increase in normal working days for a particular month shall be deductible/payable on prorata basis computed on 26 days/month. The payment for extra working hours as defined at cl. No. 7 & 8 shall be made on prorata basis.
10. GST shall be deemed to have been included in the rates quoted by the Subcontractor, if not stated otherwise.

11. **The fuel (diesel) shall be provided by BHEL.** Hence, the fuel in the crane shall be measured while entering first time in BHEL and shall be returned on completion of contract with same qty. fuel.
12. The each 'Hydra' machine shall be deployed at BHEL premises (with wire sling of 3MT of 6 meter and timely replacement) for the period of rate contract (except for repair work during break-downs) and should not be used elsewhere without written permission from BHEL.
13. The **Scope of work** shall mainly cover, loading, unloading, handling, shifting, lifting of heavy items inside BHEL premises & related jobs as may arise from time to time.
14. Liquidated Damages(LD) clause:
  - i. **due to absentee of Operator and Helper: During execution of the work, one helper & one crane operator per crane shall be provided by the contractor. In case the helper is not deputed on any crane, fixed charges of Rs. 500.00 per day or part thereof as the case may be shall be deducted. In case, Operator is not provided, prorata charges of contract rates per day per crane shall be deducted from the contractor's bill (however, no additional deduction of helper in this case would be applicable).**
  - ii. **Due to break down of machinery:**

During break-down period of crane, the supplier has to make immediate arrangement for alternative machine in proper working condition. **In case, break-down period is more than 01 hour or arrangement of alternative working m/c in lieu of m/c under break-down is not made by the contractor within 01 hour of break-down, prorata hourly deduction shall be applicable from the contractor's bills for the total period for which crane services are not available. "If the breakdown is for more than 1/2 (half) day or arrangement of alternative working m/c in lieu of m/c under break down is not made by the contractor within 1/2 (half) day of breakdown, the deduction will be made at 200% of L1 Rates per day for such period till the machine is under breakdown condition or alternative arrangement is not made".** Also hourly prorata deduction for total period of crane services not available for reasons other than breakdown and attributable to contractor shall be made. For requirement of periodic maintenance of crane, advance arrangement of alternative m/c should be made by the contractor with prior information. *(Non-operation of Hydra Crane due to Tyre puncture will also be considered as a break-down).*

## **II. OTHER TERMS AND CONDITION :**

- (a) Worker Compensation Policy to be obtained for crane operators and helpers engaged during execution of contract which should be valid during the contract at any given point of time.
- (b) Hydra Operators and Helpers are not allowed to bring mobile while working. If found with mobile during working hours, Rs 500 per instance will be imposed as penalty and money will be recovered from their pending bills.
- (c) While executing work, if BHEL product/ property is damaged due to negligence of operator, Rectification charges as claimed by BHEL with overhead cost of 10% will be deducted from bidder's bills.
- (d) Any unruly behavior of operator and helper with BHEL employees arising with regards to work execution, the decision of BHEL will be final and binding to bidder. After any two miss happenings reported to CDC Deptt, the responsible operator needs to be replaced on immediate basis.
- (e) Following Penalty will be levied in case of non-compliance:
  - a. Back horn should be working during the contract period: Rs 500/ instance.
  - b. Wire Sling, if not available: Rs 500/ instance/ day.
  - c. No music system in hydra should be fitted. If found, then Rs 500/ instance.

- d. Operator not available: In absence of any operator, suitable replacement to be arranged by the contractor. In case of replacement not available Rs. 1000/-.  
Penalty will be charged on per day basis.

15. In case, crane services are not provided by the contractor in accordance with the terms of contract, BHEL at its discretion may engage crane services from alternative sources at the risk & cost of the contractor.
16. The crane supplier shall be liable for any pilferage/loss to personnel & property of BHEL/third party in BHEL premises, caused due to act of omission and commission by his staff during execution of work. The liability for any compensation on account of injury sustained by the party's staff engaged with the machine will be exclusively that of the party.
17. Supplier has to obtain insurance cover for his machine, equipment, tools & tackles etc and take third party risk insurance coverage at its own cost. BHEL shall not be responsible for any loss, damage pilferage to supplier's property and staff.
18. **Distribution of Work:** Overall work shall be awarded to L-1 Bidder.
19. BHEL reserves the right to:
- (i) Accept or reject any tender in full or part thereof without assigning any reason therefor.
  - (ii) Terminate the contract by giving a notice of 15 days in case performance of crane services are not found to be satisfactory or for any other reason which may be detrimental to the interest of the company.
20. The supplier should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO – 14001 and OHSAS-18001.
21. The suitable deductions shall be made if operator found on mobile while Hydra in operation.
22. Contractor shall ensure that Hydra Cranes and manpower deployed at BHEL premises during the period of contract should have valid documents.
23. The contractor shall essentially comply the labour requirements as mentioned in annexure-III.
24. The age of Hydra Crane should not exceed 8 years (effective from 01.06.2021)
25. **It has been observed that a firm owning cranes may not have requisite registrations w.r.t labour requirements, hence, bidder is allowed to have pre-arrangement/consortium with another party (not more than one party) fulfilling requisite labour laws/requirements for the purpose of tender/contract.**

## **ANNEXURE-III**

### **CONTRACTOR'S OBLIGATIONS**

#### **CONTRACTUAL**

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

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

**B) Towards statutory liability**

- a) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.
- b) 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.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.

- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act , 1952 to the RPFC. **All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.**
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) 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.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.

- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.



## **PRICE BID**

**Work: Frame Work Agreement for hire mobile Hydra Crane (min. 12MT cap.) for 02 years:**

<b>Sl.</b>	<b>Item Description</b>	<b>Rate per month (26 days/month &amp; 8 hours per day)PER CRANE (without fuel)</b>
1	Hydraulic 'Hydra' crane minimum 12 MT capacity on hire basis as per terms & conditions at annexure-II	
2	GST (mention): (if applicable /inclusive)	
	<b>Total all inclusive rate(Rs.)/month (FOR 01 CRANE)</b>	

- Extra Working hour shall be payable on prorata basis to the Rate quoted above (considering 26 days a month & 08 hours per day normal working hour).
- Total Months indented are 58 for 3 Nos. Hydra for 2 Years Frame Work Agreement

Signature of the tenderer with Seal  
Name :  
Address :