

Date:

To

Sr.Manager  
Contracts, Claims & Clearance,  
Stores/MM/Manufacturing (Near East Gate)  
Bharat Heavy Electricals Limited  
Tiruchirappalli-620 014

Dear Sirs,

Sub : Tender No. CCC/MM/Mfg./ S1 / 8 / 3001 dt. 11.05.2008

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We are enclosing our tender document as detailed in your Tender Notice duly signed in all pages with seal.

- |   |                  |
|---|------------------|
| 1. Instructions to Tenderers – Part A General     | (Pages 02 to 03) |
| 2. Tender Notice                                  | (Pages 04 to 05) |
| 3. Tender with Rate/Work Schedule                 | (Pages 06 to 10) |
| 4. General Conditions of Contract                 | (Pages 11 to 16) |
| 5. Special Conditions regulating Hiring of Cranes | (Pages 17 to 18) |
| 6. Special Condition I                            | (Page 19)        |
| 7. OCP of OHSAS                                   | (Page 20 to 21)  |

Yours faithfully

Encl:

Signature : \_\_\_\_\_

Name of the tenderer : \_\_\_\_\_

Seal : \_\_\_\_\_

BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI-620 014  
MATERIALS MANAGEMENT/Manufacturing  
CONTRACTS, CLAIMS & CLEARANCE

INSTRUCTIONS TO TENDERERS

PART –A : GENERAL

- 1) Bharat Heavy Electricals Limited is engaged in the manufacture of High Pressure Boilers and Valves. Machinery, Raw-materials, Spares, Castings, Components, Hardware etc. required for the manufacture of Boilers and Valves are imported as well as procured from Indigenous sources. Imported raw-materials like: Seamless Steel Tubes, Plates, Sheets, Structural, Machinery, Castings, Component Parts etc. received through shipment are unloaded at Madras Harbour and then transported to the factory at Tiruverumbur/Ranipet/Various Sites.
- 2) Finished Components in cases/crates/fabricated materials in loose conditions etc. have to be transported from our Factory at Tiruverumbur to Madras Harbour for export.
- 3) i)Rate Quoted shall be FIRM through out the currency of the Contract.  
ii)Rate should be quoted in Rupees and Paise only and should be indicated both in figures & words.
- 4) Rates quoted shall include all royalties, terminal taxes, Octroi, duties, Central or Provincial Excise tax, Sales Tax and any other taxes leviable under the Tax, Sales Tax and any other taxes leviable under the State or Central Government Rules. Such taxes will be on the account of the Contractor. The Bharat Heavy Electricals Limited will not entertain any claim, what-so-ever in this respect.
- 5) Should a Tenderer find discrepancies or omissions in any of the Tender Document or should be in doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification.
- 6) Tenders submitted by post should be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE'. These should be posted with due allowance for any delay in postal delivery on no account will, tenders received after the date and time fixed for receipt of tenders, be accepted.
- 7) The Contractor's responsibility for this contract shall commence from the date specified in the Order of Acceptance of his tender.
- 8) The Earnest Money prescribed for this work may be offered through a Crossed Demand Draft of Nationalised Bank drawn in favour BHEL/Trichy payable at Trichy. **Cheques will not be accepted towards EMD.** No interest will be paid on EARNEST MONEY DEPOSITS.
- 9) Should a Tenderer or a Contractor have a relative or in the case of a firm or company of contractors, any of its Share Holders' Share Holders' relative employed in an Executive capacity in the offices of TPPO and ROD/Chennai of the Bharat Heavy Electricals Limited, the authority inviting the tenders shall be informed of this fact at the time of submission of the tender, failing which the Tenderer may be disqualified, or if such fact subsequently comes to light, the contract may be rescinded.
- 10) If a tenderer expires after the submission of his tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may, at their discretion, cancel such tender. If a Partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.

- 11) Bharat Heavy Electricals Limited will not be bound by any Power of Attorney granted by the Tenderer or any changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 12) If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, The Bharat Heavy Electricals Limited, reserves the right to reject such tender at any stage.
- 13) Words importing the singular number shall also be deemed to include the plural number and vice-versa, where the contexts requires.
- 14) The expenses of completing and stamping the agreement shall be paid by the Contractor.
- 15) The General and Special conditions of contract are complementary to each other and where they are in conflict, the special conditions shall prevail.
- 16) Tenderer shall not increase their quoted rates in case Bharat Heavy Electricals Limited negotiate for reduction of rates. Such negotiations shall amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 17) Canvassing in any form in connection with the Tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- 18) All tenderers will have to produce the following documents along with the tender:(I) latest Income-Tax Clearance Certificate from the Income-Tax Officers concerned (ii) Audited Balance Sheet/Profit and Loss Account for a period of 2 years.

**EARNEST MONEY:**

- 19 Earnest Money to be deposited in each case before submission of Tender is specified in the relevant Tender Notice. Such earnest money deposits would normally be refunded to the unsuccessful Tenderers concerned, as soon as the award of work is finalised and in the case of successful tenderers, the same shall be retained as part of the Security deposit indicated under clause 10 of the General Conditions of the Contract.
20. These "INSTRUCTIONS TO TENDERERS" shall be deemed to form an integral part of the contract for the work to be entered into.

**SIGNATURE OF TENDERER  
WITH SEAL**

**1.A) Name of Work :**

**HIRING** of Mobile Cranes (1) TYRE MOUNTED (2) CRAWLER TYPE each One Number of 20 MT capacity.

**B) Place of Work :**

For Operations inside Chennai Harbour.

**C) Duration:**

For a period of 24 months from the Date of awarding of Contract.

(BHEL retains the option to reduce the number of cranes required or change their types)

Sealed Tenders for the above Work are hereby invited from Contractors experienced in works of similar nature and magnitude. Tenders will be received by the Sr.Manager/CCC/MM/Manufacturing, BHEL, Trichy 620 014 **UPTO 10.30HRS. ON 02.06.2008** in the enclosed Form and the Technical offers received will be opened **at 10.35 Hrs. on the same day i.e., 02.06.2008** in the presence of such of those tenderers or their agents who may choose to attend with authorisation /identification.

**PLEASE NOTE THAT THE TECHNICAL OFFERS WILL BE OPENED IN THE OFFICE OF:**

Sr.Manager  
Contracts, Claims & Clearance /MM/Manufacturing  
BLDG.NO. 61 /STORES / MM/Mfg., (NEAR EAST GATE)  
Bharat Heavy Electricals Limited  
Tiruchirapalli -620014

**02**

- (i) **For Tyre Mounted Mobile Crane TECHNICAL OFFER & COMMERCIAL OFFER** should be submitted in **separate sealed covers duly superscribing the same on the cover. Likewise, for Crawler Type Crane also, the TECHNICAL OFFER & COMMERCIAL OFFER** should be submitted in **separate sealed covers duly superscribing the same on the cover.**
- (ii) This Tender is subject to all the Special Terms and Conditions, (annex-I) Special Conditions (annex-II) and General Terms and Conditions which are enclosed.
- (iii) BELATED and incomplete offers will become liable for rejection.
- (iv) Tenderer should furnish the RATE in the enclosed tender WORK / RATE SCHEDULE –
- (v) The enclosed tender conditions shall be signed by the tenderer and submitted in full in token of their acceptance of the same.
- (vi) The tenderer should submit tender on the time and date indicated above.
- (vii) At the time of opening of Technical Bid / Commercial Bid, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose.
- (viii) Commercial Offers of the tenderers will be opened only of such tenderers whose technical offers are found suitable.
- (ix) **THE DEMAND DRAFT TOWARDS EMD SHOULD BE ENCLOSED SEPARATELY IN A CLOSED COVER DULY SUPERSCRIBING ON THE COVER “EMD”.**

02. Tenders should be addressed to the Sr.Manager, Contracts, Claims & Clearance, MM/Mfg., BLDG.NO.61, (Near East Gate) Bharat Heavy Electricals Limited, Tiruchirappalli-620 014. The envelope should be superscribed –

REF. BHE:CCC/MM/Mfg.,/S1 / 8 / 3001 DT 11.05.2008

**TECHNICAL OFFER –A FOR HIRING OF TYRE MOUNTED MOBILE CRANE  
COMMERCIAL OFFER –A FOR HIRING OF TYRE MOUNTED MOBILE CRANE**

**TECHNICAL OFFER-B FOR HIRING OF CRAWLER TYPE CRANE  
COMMERCIAL OFFER-B FOR HIRING OF CRAWLER TYPE CRANE**

03. All entries in the Tender Documents should be in one ink. Errors and over-writings are not permitted. All cancellations, corrections and insertions should be fully attested with the full signatures of the Tenderers concerned.
04. Tenderers shall fill in all the required particulars in the blank space provided for this purpose in the Rate/Work Schedule and also sign each and every page on the Tender documents before submitting their Tender.
05. Unit Rates should be quoted in Figures as well as in words with reference to each item and for all the items shown in the attached schedule.
06. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account, after acceptance of the tender, or during the currency of the contract.
07. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of material and labour, General and Special Conditions of Contract, Instructions to Tenderers and all other documents which form part of the agreement to be entered into.
08. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tenders. Withdrawal of the tender during the above period of three months will entail forfeiture of the full amount of the Earnest Money Deposit.
09. In the event of the tender being submitted by a firm, the Tender must be signed separately and legibly by each Partner or member of the Firm, or in their absence, by the person holding the Poser of Attorney on behalf of the firm concerned in the latter case a copy of the Poser of Attorney duly attested by a Gazetted Officer must accompany the tender.
10. Every tender must be accompanied by a Demand Draft of Rs.1,00,000/-(Rupees One Lakh only) as Earnest Money. This Earnest money will be refunded to the unsuccessful Tenderers after the award of work is finalised. In the case of successful tenderers, the Earnest Money will be retained as part of the Security Deposit and will be refunded only after satisfactory completion of the work.
11. The Contractor, whose tender is accepted must deposit with BHEL, TIRUCHY-620 014 a sum of which along with the EARNEST MONEY already deposited will constitute 50% of the full Security Deposit required for the performance of the contract vide para.10 of the General Conditions of the Contract. The balance amount will be realised from every Running Bill at 10% (TEN per cent) of the value until the full amount of the Security Deposit specified above is made up.
12. Unless the Contractor, whose tender is accepted signs all the pages of work order as a token of acceptance and makes the necessary Security Deposit specified in Para 11 above within seven days of the date of order directing him to do so, the amount of Earnest Money already deposited by him will be forfeited.
13. If a tenderer withdraws his offer after submission of his tender, or after acceptance of his tender, or fails to start the work in accordance with the instructions of the Officer in-charge, the earnest money deposited by him will be forfeited and acceptance of his tender withdrawn.
14. Bharat Heavy Electricals Limited, reserve the right to reject the lowest or any tender or any part of the tender, or all the tenders, or accept any tender or any part of a tender, without assigning any reason therefor. The contract may be awarded to more than one tenderer also.
15. Conditional tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the accepting officer, and tenders not submitted in the prescribed forms are liable to be rejected.
16. THE SR.MANAGER/CONTRACTS, CLAIMS & CLEARANCE, STORES/Mfg., BHEL, TIRUCHY-14 SHALL BE THE ACCEPTING OFFER, herein referred to be such for the purpose of this contract.
17. This tender notice shall be deemed to form an integral part of the Contract, to be entered into, for this work.

SIGNATURE OF TENDERER  
WITH SEAL

	<p><b>Bharat Heavy Electricals Limited</b> High Pressure Boiler Plant, Tiruverumbur, Tiruchirappalli – 620 014. ☎ : 0431 – 2571627, 1506 Fax : 0431 – 2520212 e.mail: raj@bheltry.co.in</p> <p><b>CONTRACTS, CLAIMS &amp; CLEARANCE/ MM/Mfg.</b></p>	<p><b>AN ISO 9001 COMPANY</b></p>
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T E N D E R

TO :

SR.MANAGER  
CONTRACTS, CLAIMS & CLEARANCE  
STORES / MM/Mfg., (NEAR EAST GATE)  
BHARAT HEAVY ELECTRICALS LIMITED  
**TIRUCHIRAPPALLI-620014**

Dear Sir,

I / We hereby offer to carry out the work of

01. Hiring out to BHARAT HEAVY ELECTRICALS LIMITED (Transit Plot – Port Operations ; ROD – Dock Operations – BHEL HARBOUR OFFICE – Chennai – 1) CRANES as specified in your TENDER NOTICE for a period of 24 MONTHS from the Date of Awarding of Contract.
02. I/we have carefully perused the following documents connected with the above work and hereby agree to abide by the terms and conditions contained in these documents:
  - a) TECHNICAL AND COMMERCIAL OFFERS ARE SUBMITTED SEPARATELY HERETO
  - b) BHEL GENERAL & SPECIAL CONDITIONS OF CONTRACT; TENDER NOTICE AND INSTRUCTIONS TO TENDERERS ATTACHED HERETO.
02. I / we forward herewith the sum of Rs. 1,00,000/- (Rupees One Lakh only) Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ as Earnest Money, which will be refunded should this tender be rejected. The DD is enclosed along with the Technical offer. We further agree to deposit such a sum which along with a sum of Rs. 1,00,000/- mentioned above shall make up 50% of the full SECURITY DEPOSIT for this work as provided in condition 10 of the BHEL's General Conditions of the Contract.
04. I / We further agree to refer all disputes, as required by conditions of the said General Conditions of Contract, to the sole arbitration of an Officer to be appointed by The General Manager/FB, Bharat Heavy Electricals Ltd., Tiruchirappalli 620 014 in his sole discretion, whose decision shall be final and binding on both parties.

SIGNATURE OF T E N D E R E R  
WITH SEAL

## TECHNICAL OFFER – A

FOR TENDER NO: CC/MM/Mfg., / S1 / 8 / 3001 DT: 11.05.2008  
HIRING OF 1 NO. TYRE MOUNTED MOBILE CRANE OF 20 TON CAPACITY

		TYRE MOUNTED MOBILE CRANE
01	TYPE OF CRANE	
02	CAPACITY OF CRANE	
03	BOOM LENGTH	
04	DATE OF MANUFACTURE	
05	DATE OF REGISTRATION & NO	
06	PROOF OF LOAD APPLIED	
07	NO.OF CRANES THAT CAN BE MADE AVAILABLE AT A TIME	
08	PARTICULARS OF FIRMS TO WHOM CRANES WERE OFFERED ON HIRE DURING THE LAST 3 YEARS (USE ANNEXURE WHEREVER NECESSARY)	
09	MINIMUM PERIOD REQUIRED FOR MAKING AVAILABLE THE CRANE FROM THE DATE OF LETTER OF INTENT	
10	INCOME TAX PAN	
11	Documents to prove financial soundness of the Firm (Latest Profit and Loss Account, latest Income Tax Clearance Certificate or Certificate from the Auditor)	

**Note: Apart from furnishing the above details, copies of relevant documents/certificates, RC books should also be enclosed with this Technical Offer.**

SIGNATURE OF TENDERER  
WITH SEAL OF FIRM

**COMMERCIAL OFFER – A**

**FOR TENDER NO: CCC/MM/Mfg./ S1 / 8 / 3001 DT : 11.05.2008  
HIRING OF 1 NO. TYRE MOUNTED MOBILE CRANE OF 20 TON CAPACITY**

		TYRE MOUNTED
A	HIRE CHARGES FOR 184 HOURS OF ACTUAL WORK DONE IN A MONTH	Rs. _____  (Words : _____ _____
B	RATE PER HOUR TO BE DEDUCTED IF CRANE IS <b>NOT MADE</b> AVAILABLE FOR 184 HOURS	Rs. _____  (Words : _____ _____
C	RATE PER HOUR PAYABLE IF CRANE IS <b>MADE</b> AVAILABLE FOR A PERIOD EXCEEDING 184 HOURS	Rs. _____  (Words : _____ _____

SIGNATURE OF TENDERER  
WITH SEAL OF FIRM

Contd... Page 8

## TECHNICAL OFFER – B

**FOR TENDER NO: CCC/MM/Mfg., / S1 / 8 / 3001 DT : 11.05.2008  
HIRING OF 1 NO. CRAWLER TYPE CRANE OF 20 TON CAPACITY**

		CRAWLER TYPE
01	TYPE OF CRANE	
02	CAPACITY OF CRANE	
03	BOOM LENGTH	
04	DATE OF MANUFACTURE	
05	DATE OF REGISTRATION & NO	
06	PROOF OF LOAD APPLIED	
07	NO.OF CRANES THAT CAN BE MADE AVAILABLE AT A TIME	
08	PARTICULARS OF FIRMS TO WHOM CRANES WERE OFFERED ON HIRE DURING THE LAST 3 YEARS (USE ANNEXURE WHEREVER NECESSARY)	
09	MINIMUM PERIOD REQUIRED FOR MAKING AVAILABLE THE CRANE FROM THE DATE OF LETTER OF INTENT	
10	INCOME TAX PAN	
11	Documents to prove financial soundness of the Firm (Latest Profit and Loss Account, latest Income Tax Clearance Certificate or Certificate from the Auditor)	

**Note: Apart from furnishing the above details, copies of relevant documents/certificates RC books should also be enclosed with this Technical Offer.**

SIGNATURE OF TENDERER  
WITH SEAL OF FIRM

## COMMERCIAL OFFER – B

FOR TENDER NO: CCC/MM/Mfg./S1 / 8 / 3001 DT : 11.05.2008

## HIRING OF 1 NO. CRAWLER TYPE CRANE OF 20 TON CAPACITY

		CRAWLER TYPE
A	HIRE CHARGES FOR 184 HOURS OF ACTUAL WORK DONE IN A MONTH	Rs. _____  (Words: _____ _____
B	RATE PER HOUR TO BE DEDUCTED IF CRANE IS <b>NOT MADE</b> AVAILABLE FOR 184 HOURS	Rs. _____  (Words: _____ _____
C	RATE PER HOUR PAYABLE IF CRANE IS <b>MADE</b> AVAILABLE FOR A PERIOD EXCEEDING 184 HOURS	Rs. _____  (Words: _____ _____

SIGNATURE OF TENDERER  
WITH SEAL OF FIRM

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BHEL/Mfg./STORES  
GENERAL CONDITIONS OF CONTRACT

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 DGM/CCC/MM/MFG to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of DGM/CCC/MM/MFG., 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 Manager/Stores (FB) 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.

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 DGM/CCC/MM/MFG.,. 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.

Signature of the Tenderer  
with seal & full address

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 BY-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:- (a) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

**The Security Deposit shall be collected before start of the Work.**

(b) Security Deposit may be furnished in any one of the following forms:

- 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 Offices 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 Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts 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.
- vii) Security Deposit shall 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 remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl.No.(iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. 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.

Signature of the Tenderer  
with seal & full address

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 DGM/CCC/MM/Mfg., 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 DGM/CCC/MM/MFG., or the OFFICER-INCHARGE, to receive instructions.

The DGM/CCC/MM/MFG., 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, thereunder 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 :-

The Contractor shall at his own expense reinstate and make good to the satisfaction of the DGM/CCC/MM/MFG., 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.

Signature of the Tenderer  
with seal & full address

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. 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

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 DGM/CCC/MM/MFG 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 DGM/CCC/MM/MFG., or the same shall be recovered from the Contractor by other means.

e) In case the 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 DGM/CCC/MM/MFG., whose decision shall be final and conclusive.

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19. 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 DGM/CCC/MM/MFG., or his authorised representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by DGM/CCC/MM/MFG., 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 DGM/CCC/MM/MFG 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 DGM/CCC/MM/MFG., whose decision shall be final and conclusive.

20. 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.

21. 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 DGM/CCC/MM/MFG., 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.

22. 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 DGM/CCC/MM/MFG., separately details of his claims for the work done by him upto 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 upto and including the period under report.

23. PAYMENT OF BILLS :- All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time after the certification of bills by the DGM/CCC/MM/MFG.,.

24. 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.

25. 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.

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26. REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months 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".

27. 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 extension of time shall be granted for periods considered reasonable by the Manager/Stores/FB subject to prompt notification by the contractor.

28. 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 DGM/CCC/MM/MFG., 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 GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER 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.

29. 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.

30. 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.

31. 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.

32. 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.

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

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

Signature of the Tenderer  
with seal & full address

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**SPECIAL CONDITIONS REGULATING HIRING OF CRANES:**

**1.00 HOURS OF WORK:**

- 1.1 It will be the responsibility of the Contractor to provide a crane of the prescribed capacity for use in handling of materials inside Chennai Harbour.
- 1.2 The crane should normally be made available for a total period of **184 Hours** month subject to a minimum continuous period of 8 hours per day. The period of working hours in a calendar month is taken as **184 Hours** based on the estimate that BHEL office will work for **23 days** in a calendar month. Sundays and Second and Last Saturdays of each month are Holidays for BHEL. National Holidays and Festival Holidays or General Holidays for BHEL, Crane need not normally be made available to BHEL during these Holidays unless a specific request is made.
- 1.3 The period during which the crane has broken down will not be counted against the Period of 184 Hours.
- 1.4 If the crane is **NOT** made available for **184 Hours** in a month, deduction will be made Proportionately.
- 1.5 If the crane is **made** available for more than 184 hours in a month, additional hire Charges will be payable to the contractor proportionately.
- 1.6 The crane will normally be used for a shift of **9 Hours** between **6.00 A.M. and 8.00 P.M.** with an interval of One hour. Depending upon the needs of the Company, the hours of shift will be varied and the shift hours for a day will be intimated to the representative of the Contractor on the preceding day. It will be the responsibility of the contractor to make the crane available during the periods specified by the representative of BHEL.
- 1.7 Breaks for lunch/tea given to clearing the Forwarding Labour will automatically be treated as breaks for lunch to the driver of the Crane and will not be included in the hours of break for lunch for C & F Gang are as under:  
**1 P.M. TO 2 P.M.**  
**6 P.M. TO 7 P.M.**  
**2 A.M. TO 3 A.M.**
- 1.8 The Crane should be made available, if so required, beyond shift hours on any day. Payments for such hours will be regulated in accordance with the provisions of Paragraph 1.6 above.

**2.0 MAINTENANCE OF CRANE :**

- 2.1 It will be the responsibility of the Contractor to maintain the crane in good working condition so that it can be made use of without frequent breakdowns.
- 2.2 The Contractor will employ a qualified crane driver with adequate experience. He should also employ qualified cleaner for attending to maintenance of cranes. The salaries of drivers and cleaners should be borne by the Contractor.
- 2.3 Fuel, Lubrication, oil and spare parts are to be provided by the Contractor at his cost for preventive maintenance of crane and for its operation.
- 2.4 Insurance of crane and employees should be made by the Contractor at his cost.
- 2.5 The crane to be operated by the Contractor shall be with valid test certificates and should be capable of meeting the requirements indicated by the Dock Safety Board. Periodic updating of such test certificates will be the responsibility of the contractor so that safety of neither the cargo nor BHEL men assigned to supervise the operation is affected.

### **3.0 BREAK DOWN OF CRANES:**

- 3.1 It will be the responsibility of the Contractor to ensure that if a crane breaks down, it is attended to speedily and is in a fit condition to resume work within 24 hours. If, after 24 hours, the crane is still not in working condition, it will be the responsibility of the contractor to provide an alternative crane till the former crane is repaired and is fit for resumption of work.
- 3.2 If, after an interval of 24 hours, the crane which has broken down is not repaired and made available for work or, if an alternative crane is not provided, it is open to BHEL to hire any other crane from a third party after giving notice to the Contractor. In the event of hiring of crane from third party, the extra expenditure incurred by BHEL will be recoverable from the Contractor.

### **4.00 OPERATIONAL ASPECTS OF CRANE:**

- 4.1 The cranes may be operated either at Wharf or at Plots of BHEL inside Harbour.
- 4.2 Generally, material up to 20 MTs. alone need be handled by each Crane. Occasionally, it may be necessary to handle material weighing more than 20 MTs each. In such cases, it will be the responsibility of the Contractor to make special arrangements like employing an additional Crane and handle such material. Additional payments at agreed rates will be made for handling of such material.

### **5.00 PERIOD OF CONTRACT**

- 5.1 The Contract will be in operation for a period of **24 MONTHS** from the date of operation but the Company reserves the right to extend it up to a maximum of one more year on the same terms and conditions of contract.
- 5.2 The Company reserves the right, without prejudice to any other right it may have, to terminate the contract by giving one month's notice in writing, if in the opinion of the Company, the contractor has failed to observe and perform any terms and conditions of the contract.

### **6.00 MISCELLANEOUS**


- 6.1 Slings and riggers required for handling of materials will be provided by BHEL handling Contractors.
- 6.2 Facilities will be given to the Contractor to keep the crane in Depot of BHEL during night and holidays without extra cost to the contractor. BHEL is not however responsible for the safety of the Crane.
- 6.3 The Contractor should submit Form No. 32 (See Rules 63 & 64), for the crane to be engaged, duly certified by the competent person who is approved by the Chief Inspector of Boilers. This form is with regard to the **Report of Examination for Cranes and Other Lifting Machines**.
- 7.1 The Contractor should have office of his own with telephone / e.mail facility at Chennai.
- 7.2 In case the crane is under hypothecation, it should be ensured by the contractor such hypothecation or any other bindings with third party by the Contractor shall not affect the day-to-day execution of the contract in BHEL. The hypothecation details should be furnished to BHEL in writing.
- 7.3 Before awarding of Contract, the contractor should produce on demand the original RC Book, Fitness Certificate, Insurance Policy for verification.
- 7.4 The Contractor is required to cover their employees / labourer by suitable insurance and ESI schemes. The contract should submit the PF and ESI code to BHEL. In case ESI is not made, the contractor should fill up the FORM I for Employees State Insurance Corporation. The policy taken by them should be produced to BHEL authorities concerned before commencing the work.
- 7.5 The Contractor is required to comply with requirements of Operational Control Procedure of OHSAS as given in Page 18 & 19.

**SPECIAL TERMS AND CONDITIONS – I TO TENDER NO. S1 / 8 / 3001 dt. 11.05.2008**

- 1) 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.
- 2) LOWEST PRICES RECEIVED AGAINST BHEL TENDERS NEED NOT BE THE TECHNICALLY ACCEPTABLE ONE AND IN THAT CASE BHEL RESERVES THE RIGHT NOT TO CONSIDER THE SAME.
- 3) BHEL RESERVES THE RIGHT TO NEGOTIATE OR REFLOAT THE TENDER OPENED IF L.1 PRICE IS NOT THE LOWEST ACCEPTABLE PRICE TO THEM INTER-ALIA OTHER REASONS.
- 4) BHEL RESERVES THE RIGHT TO NEGOTIATE THE L.1 RATE.
- 5) BHEL MAY ORDER ON MORE THAN ONE VENDOR AT THE LOWEST ACCEPTABLE PRICE TO BHEL.

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SIGNATURE OF THE TENDERER  
WITH SEAL

 70-938	<b>OCUPATIONAL HEALTH &amp;SAFETY MANAGEMENT SYSTEM</b>	<b>REV. DATE</b>	<b>00 22.1.02</b>
<b>OCP:BMM:</b>	<b>OPERATIONAL CONTROL PROCEDURE</b>	<b>PAGE</b>	<b>1 of 2</b>


1. Purpose : To ensure safe handling of materials Chennai Harbour ROD/TPPO/BHEL through Mobile crane
2. Scope : Operation of Mobile crane .
3. Responsibility : Contractor
4. Performance criteria : Accident/damage record .  
Feed back from user departments
5. Cross reference : OHSAS:18001:1999 Clause 44.6  
Central Motor vehicles Act and rules  
Handling Contract given by BHEL.  
Record of Hazard and Risk

## 6. Activities

S.N	Activity	Responsibility
01	Ensuring the availability of proper RC Book for the vehicle, Fitness certificate as per Motor Vehicle Act 1988 and amended 1992 Sec.(256)	Contractor / CCC & Executing Agency
02	Verification of above documents at the factory gates / premises	Harbour authorities
03	All the lights/horn of the vehicle should be in working condition.	Driver / Contractor Harbour authorities
04	Insurance of motor vehicle against third party sec.146.	Contractor / CCC Security
05	Drivers must have valid licence as specified in the Motor Vehicle Act Sec.3 to 28	Contractor / Harbour Authorities
06	Wearing appropriate personal protective equipments.	Contractor / Executing Agency.
07	The contractor should submit relevant Form No.12 (Rule 64 prescribed for report of examination for lifting machine, rope and lifting tackles certified by the approved agency by Chief Inspector of Factories. The currency of the validity shall be verified.	Contractor / CCC Executing Agency
08	Use appropriate chain / steel wire ropes / Nylon belts confirming to Indian standards.	Contractor / Executing Agency.
09	Contractor should submit the Form No.VI A (Rule 35/2) for commencement of the contract. and Form VI B (Rule 81.3) for completion of the contract.	Contractor/CCC
10	Movement of crane should be at not more than 20 kmph without causing any fall of material or damage to materials.	Contractor
11	In road junctions, speed breakers, sharp turnings and railway crossing the speed should be reduced and crane should proceed cautiously.	Driver / Random check by Contractor
12	The crane should not be parked in the road in such a way as to cause obstruction to vehicular traffic.	Driver / Contractor
13	No persons other than driver should be allowed to sit or stand in the cabin of the crane .	Driver
14	Declaration should be made for ensuring periodical maintenance of the crane.	Contractor
15	The driver should avoid making quick starts, sudden stops and sharp turns .	Contractor / Executing Agency

contd..2..

Signature of the Tenderer with seal

 <b>70-938</b>	<b>OCUPATIONAL HEALTH &amp; SAFETY MANAGEMENT SYSTEM</b>	<b>REV. DATE</b>	<b>00 22.1.02</b>
<b>OCP:BMM:</b>	<b>OPERATIONAL CONTROL PROCEDURE</b>	<b>PAGE</b>	<b>2 of 2</b>
16	The stacking of load on the truck should be even. The load should not be heaped or dumped.	Contractor / Executing Agency	
17.	The material should not be lifted too high to ensure the stability of the truck. The material should be properly tied with slings to avoid falling down taking into account the centre of gravity .	Contractor / Executing Agency	
18.	When reverse operation is undertaken adequate helpers should be engaged to ensure safe movement.	Driver /Supervisor Executing Agency.	
19	Random checking of vehicles for safe handling of materials	Contractor/E.Agency	
20	Ensure communication to all user departments regarding safe transportation of materials.	Stores/CCC	
21	Giving feed back to CCC for taking corrective actions	User departments, Harbour Authorities	
22	Review of feed back for corrective action	Stores/Contracts	

Signature of the Tenderer with seal