



Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

An ISO 9001, ISO 14001 & OHSAS 18001

COMPANY

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e-Mail: rafiq@bheledn.co.in

Tender document

for

AMC for Overhead Material Handling Equipments.

Opening date: 30.09.2011

This Tender document contains **29 Pages**

CONTRACTOR

ISSUING OFFICER



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NOTICE INVITING TENDER

1. Tender Reference : FS/PMG/53-06/2011 Dt. 07 .09.2011
2. Name of the work : AMC for Overhead Material Handling Equipment.
3. Duration of contract : 2 years
4. Estimated value : Rs 5.0 Lakhs
5. Earnest money deposit : Rs. 20,000/-
6. Last date and time for the receipt of completed tender : Before 2.30 PM on 30.09.2011
7. Date and time for tender opening : At 2.45 PM on 30.09.2011
8. Place of submission of completed tender: To be dropped in the FS&T TENDER BOX kept in the Reception Area at BHEL, Electronics Division, Mysore Road, Bangalore – 560 026

This tender document contains 29 pages including General Instructions to the tenderers, Scope of work and Terms & Conditions, Price bid etc. as follows.

1. Scope of work and terms & conditions.
2. Instructions to tenderers.
3. Format for Technical & Commercial terms (Annexure – A)
4. Price schedule format - Annexure-I, II, & III (Price Bid)
5. Indemnity bond.

Issued to:

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature with seal on all pages.

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SCOPE OF WORK AND TERMS & CONDITIONS

Sub: AMC for Overhead material handling equipment.

This service contract is for maintenance and testing of overhead material handling equipment such as Jib cranes, Cage lifts, Hoists and EOT Cranes. The scope of works involved in the maintenance and testing of the equipment, the terms and conditions are given below.

01. The **Annexure-I** gives the list of equipment, Location, Periodicity of preventive maintenance etc.
02. Your quotation must be for individual equipment for the following works.
03. Your service persons to be qualified with sufficient experience in the relevant field.
 - a) Preventive maintenance shall have to be carried out once in a month. Along with preventive maintenance you shall also carry out thorough external cleaning of the hoist, gantry and supporting structure. It may be necessary for your service personnel to visit us more than once in a week to carry out preventive maintenance as per schedule to be drawn up by both.
 - b) All breakdowns (Minor or Major) have to be attended within 24 hours from the time of intimation about the breakdowns to you and set right the equipment to working condition immediately. All Breakdowns calls have to be attended to as a part of this contract **at no extra charge**. Service report shall be furnished after completion of breakdown service .
 - c) To carry out examination and testing of Cranes, Lifts and Slings by competent person as per Karnataka Factories Rules – 1969 and The Factories Act – 1948 and provide test certificates. The list of equipment, periodicity of test is given in **Annexure – II & III**. The manpower required to carry out the test shall **be arranged by you**.
 - d) To measure wear out of hooks of all cranes and hoists once in a year and submit report on percentage wears of hooks as a part of the AMC without any extra cost.
 - e) **You have to depute daily one person during the Critical period of last two weeks of March month (Financial year end) for attending to maintenance works in addition to regular service.**
 - f) A sticker bearing “service done on” and “next due on” shall be fixed to the equipment after each PM service and a sticker bearing “load test done on”, “SWL”, “next due on” shall be fixed to the equipment after each load test.

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04. Period of contract:- The AMC is for a period of **two years**.

05. Your personnel attending to preventive maintenance and breakdown maintenance works have to report to the executive in charge of FS before start and after the completion of the work and submit service reports.
06. Check lists (Suitably designed for our equipment) for preventive maintenance and suitable format for breakdown maintenance has to be submitted to executive in charge after the completion of the works.
07. Spare parts shall be supplied by BHEL, Spares requirement is to be brought to the knowledge of executive in charge then and there. If the spares are not available in our stock, quotations have to be furnished for the manufacture & supply and the relevant parts to be supplied against our approval.
08. **Tools:-** All the tools and instruments required for maintenance have to be brought by your personnel.
09. **Your quotation must accompany copies of completion certificates for similar works carried out else were in public sectors, Govt. factories or reputed private factories.**
10. The tenderer shall have experience of successfully completed similar works during last 7 years either of the following. (Similar work means maintenance and overhauling of overhead material handling equipment such as Jib Cranes, Cagelifts, Hoists and EOT Cranes). Copy of Completion certificate to be enclosed.

i) Three similar completed works costing not less than the amount equal to 40% of the estimated value mentioned in NIT

or

ii) Two similar completed works costing not less than the amount equal to 50% of the estimated value mentioned in NIT

or

iii) One similar completed works costing not less than the amount equal to 80% of the estimated value mentioned in NIT.

11. **Safety:-** You shall ensure safety of your personnel and they must be provided with necessary safety equipment and personnel protective equipment to carry out this type of work. Any claim arising out of injuries / death of your personnel due to any accident or what so ever reason shall be settled by you only and shall remain as your liability only. BHEL will not be responsible or liable for any such claim.
12. Any damage caused to our machinery/asset by your personnel must be made good at your cost.

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13. You shall comply with all statutory requirements such as ESI, PF, Income tax etc. In case ESI/PF is not applicable, suitable insurance scheme such as Personal accident insurance coverage shall be ensured for the service persons who are deputed for servicing inside the BHEL premises. In case ESI/PF, is applicable copy of proof of relevant documents such as paid challans, periodical return submitted to authorities, attendance & wage registers etc. are to be submitted.

14. Payment terms: Payment will be made monthly on pro-rata basis after satisfactory completion of monthly service and for examination and testing after completion of testing and submission of test certificates. Payment shall be done through EFT. Format shall be given along work order.

15. Validity of offer: Your offer shall be valid for a period of 90 days, from the date of opening of the offer.

16. Taxes: You have to mention the taxes applicable in the offer.

17. The contractor shall indemnify BHEL for all liabilities under insurance & Labour laws. Contractor shall indemnify BHEL against all liabilities to third party due to their omission and commission. The contractor shall take necessary insurance policies covering third party risks to their/his employees or necessary workmen compensation policy. (refer Indemnity Bond proforma in page 28 & 29.

17. Submission of offer: The offer should be made in **two parts** as given below.

a) Technical & Commercial offer: This technical & commercial offer should include the EMD in the form of DD drawn in favour of **“Bharat Heavy Electricals Limited, Electronics Division”** and indemnity bond along with acceptance of our scope of work, and other details as mentioned in format for Technical & Commercial terms-(Annexure-A) payment terms, copies of work order from present/previous customers.

The Technical bid should **not include prices.**

b) Price bid :- The prices should be given in the price schedule as per the format (Annexure- I,II, III) given and the cover shall be superscribed as “Price Bid”. The technical & commercial offer and Price bid are to be submitted in separate sealed envelopes marked as “ Technical & Commercial Offer – AMC for Overhead material handling equipment” and “ Price bid only - AMC for Overhead material handling equipment” separately, Both Technical & commercial offer and Price bid should again be put and sealed in a common envelope and this sealed cover should be dropped in the FS&T tender box kept in the Reception area of BHEL-EDN, Mysore road, Bangalore – 26.

18. Vendors are requested to visit the site and inspect the equipments before submitting the filled tender.

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INSTRUCTIONS TO TENDERERS

Name of work: AMC for Overhead Material Handling equipments.

1. Sealed Tenders for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the Manager (Factory Services) Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, the name of the work and date of opening should be indicated on the cover.
- 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence) and FAX. / E-mail address.
3. All entries in the tender documents should be in one ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
4. Tenderers shall fill in all the required particulars in the Price schedule format (Annexure-I,II,III) for Technical & commercial terms (Annexure – A) provided for this purpose in the tender documents and also sign each and every page of the tender document attached there to before submitting tender.
5. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
6. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
7. (a) The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.
(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the entire contract period in case his tender is accepted.
8. Before tendering, the tenderers are advised to inspect the machine and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing and specifications and all other documents which form part of the Annual maintenance contract. The tenderers shall specially note that it is tenderer's responsibility to provide any item which is not specifically mentioned in the specification or drawing, but which is necessary to complete the work.

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9. Should a tenderer find discrepancies or omissions in the drawings / specification / details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
10. In the event of 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 power of Attorney on behalf of the firm concerned. In the later case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
11. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
12. Every tender must be accompanied by deposit receipt for the amount mentioned as **Earnest Money Deposit**. This Earnest Money will be refunded to the unsuccessful tenderers after finalisation of the award of work. In the case of successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the Earnest Money Deposits.
13. The Earnest Money Deposit may be furnished in any of the following forms :
 - (a) Cash (as permissible under Income Tax Act),
 - (b) Demand DraftUnless the Contractor, whose tender is accepted, signs the agreement / acknowledges the receipt of work order and sends acceptance letter within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.

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14. Security Deposit:-

14.1 The successful tenderer shall deposit the Security deposit. The rate of Security deposit will be as below.

Upto Rs. 10 Lakhs	10 %
Above Rs. 10 Lakhs upto Rs. 50 Lakhs	Rs. 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 should be deposited before start of the work by the contractor.

14.2 Security deposit may be furnished in any one of the following forms

- Cash (as permissible under the Income Tax Act)
- Pay Order, Demand Draft in favour of BHEL
- Local Cheques of scheduled banks, subject to realization.
- 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)
- 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.
- 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.
- Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
- EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- The Security deposit shall not carry any interest.

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

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- 14.3 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
15. If after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
16. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
- Conditional and unsigned tenders. Tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are 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.
17. Tenders submitted by post should be sent by “Registered Post with Acknowledgement Due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
18. The Contractor’s responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
19. If tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion cancel such tender.
20. If a partner of the firm expires after the submission of the tender, after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.
21. THE BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by 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.
22. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tender will be liable for any damage caused.

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23. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
24. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the **special conditions shall prevail**.
25. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
26. Should a tenderer or a contractor on the list of approved contractors has a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, 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 relevant provisions of the General Conditions of Contract will apply.
27. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the Annual Maintenance contract. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20; 38 and 58 of BHEL GCC). The contractor has to obtain, at his cost , a copy of the BHEL GCC, scrutinise the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed. (Annexure containing extracts of clauses 20 and 58 of BHEL GCC) .
28. The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinise the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure - B .
29. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable ,equipment and after getting approval of connections from our Engineer-in-charge.
30. If applicable, the contractor shall insure all his labourers and materials. Any claim by his employees for damages shall be settled by the contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
31. Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.

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32. The work shall be carried out as per relevant IS (latest edition).

33. CLEANING OF SITE

After completion of the work, the contractor shall remove all debris, take away left out construction materials, machine, equipment, temporary offices, stores, work shop etc. and make the area neat and clean. The cost of this work shall be included in the quoted rate.

34. EXTRA ITEMS

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer.

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ANNEXURE - B

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me / us that the BHEL General Conditions of Contract including subsequent amendments / additions / deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me / us.

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ANNEXURE - C

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the Contractor's Labour Regulations such as **Central minimum wages** , Bonus etc.

The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employees contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees, State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances under his Code Number only.

The Contractor shall be liable to his contribution and the employees contribution towards PF as per Provident Fund Rules and Regulations in respect of all labour employed by him for the execution of the contract. The Contractor shall apply to the PF Authorities, get himself registered and obtain a code number from them. He shall pay the remittances towards PF under his code number only.

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The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations have the power to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form / Register / Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as liquidated damages for every default, breach, or furnishing, making, submitting, filling materially incorrect statements as may be fixed by the Engineer – In – Charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labour Regulations and / or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

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SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

- 1 .Before commencing the work, contractor shall submit a “SAFETY PLAN” to the authorised BHEL Official. The ‘Safety Plan’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contract BHEL shall have the right to review and suggest modifications in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
- 3 .The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials:-
 - (i) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.
 - (iii) Safety Shoes conforming to IS – 1989: 1978.
 - (iv) Eye and Face Protection devices conforming to IS – 8520: 1977 and IS – 8940: 1978.
 - (V) Hand and body protection devices conforming to:
 - IS – 2573: 1975
 - IS – 6994: 1973
 - IS – 8807: 1978
 - IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

CONTRACTOR

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Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

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In case of a fatal or disabling injury / accident to any person at BHEL-EDN premises due to lapses by the contractor, the victim and/or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so and / or / if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL in addition, periodic reports on safety shall also be submitted by the contractor to the authorised BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the job.

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ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager is unable or unwilling to act to the sole arbitration of some other person appointed by the Executive Director/General Manager willing to act as such Arbitrator. There will be no objection if the arbitrator so appointed is an employee of BHEL or an employee of any other unit of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director/General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as Arbitrator as aforesaid should act as Arbitrator and the Arbitrator shall give reasons for the award

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from to time with consent of the parties extend the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

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ANNEXURE - E

HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through :

- ★ Compliance with applicable Legislation and Regulations
- ❖ Setting objectives and targets to eliminate / control / minimise environmental pollution, risks due to Occupational Health and Safety Hazards
- ★ Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals
- ★ Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by pro-active communication.
- ★ Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents / occupational diseases.
- ★ Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
- ❖ Formulation and maintenance of HSE Management Programs for continual improvement.
- ❖ Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.
- ★ Communication of HSE Policy to all employees and interested parties.
- ★ Co-operation with concerned agencies / regulatory bodies engaged in HSE activities.

S/d.

**G.GANAPATHIRAMAN
EXECUTIVE DIRECTOR
BHEL (EDN)
BANGALORE**

CONTRACTOR

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Annexure – A

Format for Technical & Commercial terms

Sub: AMC for Overhead material handling equipment.

Sl. No.	Description	Agreed / Yes	Not agreed / No
1	The period of contract is two years. However BHEL reserves the right to terminate the contract at any time if performance is not satisfactory.		
2	The EMD in the form of DD drawn in favour of “Bharat Heavy Electricals Limited, Electronics Division” shall be enclosed along with Technical Bid only.		
3	The tenderer shall have experience of successfully completed similar works during last 7 years either of the following. (Similar work means maintenance/overhauling of overhead material handling equipment such as Jib cranes, Hoists and EOT Cranes). Copy of Completion certificate to be enclosed. i) Three similar completed works costing not less than the amount equal to 40% of the estimated value mentioned in NIT or ii) Two similar completed works costing not less than the amount equal to 50% of the estimated value mentioned in NIT or iii) One similar completed works costing not less than the amount equal to 80% of the estimated value mentioned in NIT.		
4	Solvency certificate for Rs.1.50 lakhs/- shall be submitted.		
5	Payment will be made monthly after satisfactory completion of services and submission of bill and proof for statutory compliance as mentioned in Sl.No. 17 of this format		
6	Preventive Maintenance Service for the overhead material handling equipment such as Jib cranes, Hoists and EOT Cranes be carried out every month.		
7	Service reports are to be submitted for having carried out the preventive services / breakdown services. Service report shall be signed by the user.		

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8	To attend and rectify any breakdown, malfunctioning in overhead material handling equipment such as Jib cranes, Cage lifts, Hoists and EOT Cranes within 24 hours from intimation from BHEL at no extra charge and furnish service report.		
9	To carryout examination & testing of overhead material handling equipment such as, Jib cranes, Cage lifts Hoists and EOT Cranes for list if items mentioned in Annexure-II & III as per the Karnataka factory rules -1969 and Factory Act-1948.		
10	You shall ensure the safety of your personnel and they shall be given necessary protective equipment by you.		
11	Any damage caused for our machinery or any other assets inside our premises by your staff shall be made good or replaced at your cost.		
12	Your service staff shall abide by our security rules in obtaining gate pass for personnel.		
13	Tools and materials brought inside our premises shall be properly entered at security check post to enable you to take them back after use.		
14	Whether the tenderer has Service Tax registration No. If so mention		
15	The vendor should have PAN as per income tax act. Please indicate your PAN.		
16	The contractor shall indemnify BHEL for all liabilities under insurance & Labour laws. Contractor shall indemnify BHEL against all liabilities to third party due to their omission and commission. The contractor shall take necessary insurance policies covering third party risks to their/his employees or necessary workmen compensation policy . (refer Indemnity Bond proforma in page 28 & 29.		

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17	<p>Whether the tenderer has to comply with statutory requirements such as ESI, PF, Accidental/Medical insurance etc.</p> <p>a) Whether you have ESI No. If yes please quote No.(copy of ESI registration certificate to be enclosed)</p> <p>b) whether you have PF code No. If yes please quote registration No.(copy of PF registration certificate to be enclosed)</p> <p>c) Whether you are covered under Karnataka Shops and establishment Act. If yes, please furnish the No. (copy to be enclosed)</p> <p>Whether you have obtained license under contract labour (R&A) act.1970. If yes, please furnish copy of the certificate).</p> <p>NOTE:- In case ESI/PF is not applicable, suitable insurance scheme such as Personal accident insurance coverage shall be ensured for the service persons who are deputed for servicing inside the BHEL premises. In case of ESI/PF is applicable, copy of proof of relevant documents such as paid challans, periodical return submitted to authorities, attendance & wage registers etc. are to be submitted.</p>		
18	<p>Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of offer.</p>		
19	<p>Whether the tenderer has agrees to submit Security Deposit immediately after receipt of the work order as mentioned in the tender.</p>		

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Price schedule format - Annexure-I

Periodicity of Preventive maintenance: Monthly

SL. NO	SERVICE NUMBER	DESCRIPTION	QTY IN Nos.	RATE IN Rs. PER SERVICE A	TOTAL VALUE FOR ONE YEAR (12 SERVICES IN A YEAR) in Rs. (A x 12)
1	3000113	0.5 Ton Jib Crane / HVDC – Valve set assy./332	1		
2	3000113	0.5 Ton Jib Crane/ Valve set Assembly/332/81131002	1		
3	3000114	1 Ton Capacity Cage Lift Component Stores/327	1		
4	3000114	1 Ton Capacity Cage Lift /Dispatch/805	1		
5	3000117	1 Ton Cage Lift /Canteen/701/813210020	1		
6	3000118	0.5 Ton Cage Lift/ Canteen/701/813210011	1		
7	3000118	0.5 Ton Cage Lift / Canteen/701/813210038	1		
8	3000118	0.5 Ton Cage lift/HVDC Bldg./329	1		
9	3000119	10 Ton/5 Ton EOT Crane /New Dispatch Building/805/81122004	1		
10	3000120	10 Ton EOT Crane /NPB/ AC Loco area/201/811220036	1		
11	3000120	10 Ton EOT Crane /NPB/Dispatch/805/811230015	1		
12	3000121	5 Ton EOT Crane /Goods inwards/332/811210014	1		
13	3000121	5 Ton EOT Crane /CE-Fabrication / 200/811220010	1		

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14	3000124	1 Ton Chain Pulley Block/Sewage Pump House/315	1		
15	3000125	5 Ton Jib Crane /Goods Inwards/332/81134001	1		
16	3000126	2 Ton Jib Crane /Near Canteen/805/811320014	1		
17	3000655	15 Ton Gantry Crane in COE Bldg./445	1		
	Total value for one year.				
	Total value for two years				

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Price schedule format - Annexure-II

Periodicity of Load testing & certification: Once in TWELVE months

SL. NO	SERVICE NUMBER	DESCRIPTION	QTY IN Nos.	RATE. PER TESTING IN RS.	VALUE PER ANNUM IN RS.
1.	3000282	0.5 Ton Jib Crane / HVDC – Valve set assy./332	1		
2.	3000282	0.5 Ton Jib Crane/ Valve set Assembly/332/81131002	1		
3.	3000284	5 Ton Jib Crane /Goods Inwards/332/81134001	1		
4.	3000285	2 Ton Jib Crane /Near Canteen/805/811320014	1		
5.	3000289	10 Ton/5 Ton EOT Crane /New Dispatch Building/805	1		
6.	3000290	10 Ton EOT Crane /NPB/Dispatch/805/811230015	1		
7.	3000290	10 Ton EOT Crane /NPB/ AC Loco area/201/811220036	1		
8.	3000291	5 Ton EOT Crane /Goods inwards/332/811210014	1		
9.	3000291	5 Ton EOT Crane /CE-fabrication / 200//811220010	1		

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10.	3000294	1 Ton Chain Pulley Block/Sewage Pump House/315/813260034	1		
11.	3000656	15 Ton Gantry Crane in COE Bldg./445	1		
12.	3000296	Wire ropes and other slings	60		
	Total value for one year				
	Total value for two years				

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Price schedule format - Annexure-III

Periodicity of Load testing & certification: Once in SIX months

SL. NO	SERVICE NUMBER	DESCRIPTION	QTY IN Nos.	RATE PER TESTING In Rs. A	VALUE FOR TWO TESTING IN A YEAR IN Rs. (A x 2)
1.	3000283	1 Ton Capacity Cage Lift Comp. Stores/327	1		
2.	3000283	1 Ton Capacity Cage Lift /Dispatch/805	1		
3.	3000287	1 Ton Cage Lift /Canteen/701/813210020	1		
4.	3000288	0.5 Ton Cage Lift/ Canteen/701/813210011	1		
5.	3000288	0.5 Ton Cage Lift / Canteen/701/813210038	1		
6	3000288	0.5 Ton Cage lift/HVDC Bldg./329	1		
	Total value for one year				
	Total value for two years				

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SL. NO.	ITEM	VALUE OF AMC FOR ONE YEAR IN Rs.	VALUE OF AMC FOR TWO YEARS IN Rs.
1	ANNEXURE-I		
2	ANNEXURE-II		
3	ANNEXURE-III		
4	TOTAL		
5	Service tax @		
6	Total AMC Value		

Total value in words:-

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INDEMNITY BOND (On Rs.100/- Stamp paper)

This deed of indemnity made on this day of----- 2011 by M/s _____, indemnifier, a company registered under the Companies Act, 1956 and having its registered office at _____ hereinafter referred to as “**Contractor**” represented by Sri. -----S/o Sri. -----aged -----years, now working as -----AND Sri. -----S/o Sri. -----aged -----years and R/o -----now working as -----, which expression unless repugnant to the context here of shall mean and include its successor, assignees and administrator.

IN FAVOUR OF

M/s. Bharat Heavy Electricals Limited, the indemnified, a company registered under the Companies act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 and its unit M/s. BHEL-EDN, PB No.2026, Mysore Road, Bangalore-560026, hereinafter referred to as “**BHEL**” which expression unless repugnant to the context hereof shall mean and include its successor, assignees and administrator.

Whereas the BHEL has awarded to the Contractor herein an Annual Maintenance Contract for AMC for Overhead material handling equipment as mentioned in Annexure-I,II &III.

on terms and conditions set out inter alia in the Tender document/contract and PO no.....

And whereas, clause of the above mentioned contract/PO provides for indemnifying BHEL for all liabilities under insurance & labour laws;

And further the Contractor has agreed for indemnifying BHEL against all liabilities to third party due to their omission and commission;

The Contractor in pursuance of such contract execute herein an indemnity bond in favour of the Company, for any loss or damage or delay, that may be caused on account of any litigation or any legal proceedings against the Company, as well as for all the claims and actions including legal costs arising there from.

NOW THEREFORE, THIS INDENTURE WITNESSES AS UNDER:

1. That the Contractor hereby represents and warrants as below:
 - a. The Contractor has complied to all the requirements of law, statutory rules and tender conditions
 - b. The Contractor has covered its employees entering BHEL premises for carrying out necessary works/ repairs/ maintenance including preventive maintenance, adequately under necessary insurance cover or legal protection, in order to save them from any mishaps within premises of BHEL
 - c. No claim would be caused to be made before any court of law, tribunal or any forum whatsoever with respect to workmen’s compensation or any other compensation or statutory claim for contributions, claims, damages etc in which BHEL can be made a party
2. In the event any representation as above are found to be materially untrue, the Contractor shall promptly rectify the error and bear the costs involved in providing such a remedy. The Contractor shall hold the

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Company harmless from all the costs or expenses including reasonable attorney's fees and Disbursements incurred in this regard's

3. Notwithstanding anything to the contrary contained in this Indemnity, the Contractor shall be responsible for the Company's losses, consequential damages or any other claims arising out of any third party claim due to any commission or omission of the contractor.
4. The Contractor shall defend or settle at its own cost and expense any suit or action brought against the Company for *inter alia* any fine, contribution or other amounts as may be claimed by any statutory authority or on account of any injury suffered by any of the employees the contractor may employ in the premises of BHEL.
5. The Contractor jointly and severally, shall indemnify and hold harmless the Company from and against all damages and cost adjudged or decreed against, and actually paid by, the Company in any such suit or action as a result of any lapse on the part of the contractor in the matter of obeying the terms of this contract.
6. The Contractor shall notify the Company in writing of any claim or suit with respect to this and shall have full authority to defend or settle the claim or suit, provided, however that no settlement of any claim or suit whatsoever may be made without the Company's prior written concurrence if such a settlement would or may in the opinion of the Company abridge any right of the Company not included in the foregoing indemnity.
7. That in pursuance of the above said Tender Document/PO, the Contractor hereby covenants with the Company, that, the Contractor will at all times here after indemnify and keep indemnified, the Company against all claims, demands, actions, proceedings, loses, damages, costs, charges and expenses which may be brought against the Company or which the Company may or may have to incur or may have to suffer due to direct or indirect, actions or inaction of the Contractor.

In witness whereof, the Contractor is authorized to sign this indemnity bond and has put their hands on this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses.

CONTRACTOR

WITNESSES:

1.

2.

Place:

Date:

CONTRACTOR

ISSUING OFFICER