

### **AGREEMENT FOR HIRING OF CRANE**

Agreement of hiring of Crane, for Lifting, Shifting, Loading and Unloading of Consignments within M/s. Bharat Heavy Electrical Limited, Corporate Research & Development Division and other peripheral localities around Twin Cities including Patancheru, Coal R&D, Moula Ali and BHEL R.C.Puram.

This Agreement is made on \_\_\_\_\_ between M/s. Bharat Electrical Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad – 500 093 having its Registered Office at New Delhi (Hereinafter called the Company) of the First Part and M/s. Supplier's Address (Hereinafter called to as Contractor) on the Second Part.

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Whereas M/s. Bharat Heavy Electrical Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad, vide Letter No.(ORDER REF AND DATE) confirmed awarding of Contract for two years with effect from (FROM DATE TO DATE). The Contractor hereby agree to execute the works as per the Rates, Terms and Conditions indicated herein for a period of Two years.

Now in consideration of the Agreement for good and faithful services to be rendered and performed by the Contractor at the rates mentioned hereunder these present witness and the parties do hereby agree as follows:

	<u>Rate for 1<sup>st</sup> Hour</u>	<u>Rate for subsequent Hours</u>
<b>A</b>		
1. Mobile Crane 5 Tons Cap		
2. Mobile Crane 10 Ton Cap.		
3. Mobile Crane 15 Ton Cap.		
4. Mobile Crane 20 Ton Cap.		

In case the Crane is required at BHEL R.C.Puram / Patancheru areas for our works no additional charges are payable.

**Terms of Payment :**

1. The actual time of working shall be computed from the time the Crane report at Central Stores or at the premises required to be or the place specified and until the time the job is completed. Bills should be supported by Job / work completion certificate issued by Stores Official.
2. Where a Crane and Truck/Trailer are required for particular job the time shall be computed from the time both the vehicles are ready for operation and not on individual time reporting basis.
3. If the work is stopped due to breakdown of the Truck/Trailer, Crane or both, deduction of the payment for period of stoppage of work will be made.
4. The Payment shall be made within 30days from the date of submission of bills by you.

**The Currency of Contract.**

This Contract shall be deemed to have come into force from (FROM DATE TO DATE).

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**SPECIAL CONDITIONS :**

1. The Crane, has to report to Sr.Mgr/Stores or at a specified place whenever it is called for.
2. All operations are to be undertaken as per our guidance, directions and supervision.
3. The service of Crane, shall be utilized in twin cities, BHEL Coal R&D Site at Moula-Ali, BHEL, R.C.Puram/Patancheru Industrial Area, in addition to R&D Complex at Vikasnagar.
4. All correspondence with regard to the above work should be made with Sr.Mgr/Stores.
5. It is the responsibility of the Contractor to keep all lifting tackles, other attachments in safe working condition and deploy trained crew for the job.
6. If the lunch break is availed by the crew of Crane, or if no work is carried out during lunch break deductions of payment shall be made accordingly.
7. No payment for the period of lunch break shall be paid unless Crane is engaged or put on work for the continuity of the job.
8. In case the Crane is left in the R&D complex on your own accord, after the job or for the continuance of next day's work no detention charges shall be paid. Time computation for payment calculation shall be made from the commencement of actual work on the next day at the rates applicable for the subsequent hour i.e., first hour rates will not be paid.
9. There would not be any rate escalation during the period of Contract and the Rates settled are firm and fixed.
10. Any loss to the Company's equipments, properties, personnel caused by rash/negligent acts of the Contractor's man or machinery shall be made good by the Contractor's during the Currency of the Contract.
11. The Contract can be terminated during the Currency of the Contract by giving 90 days notice on either side in writing. The Company shall have right to terminate the Contract at any time either in full or in part, for breach of any of the terms and conditions of the Contract and get the balance work done through any other agency at the risk and cost of Contractor.
12. The responsibility for the safety of the equipments and personnels provided for the lifting and shifting operations shall be entirely of the Contractor.
13. In all cases of disputes the decisions of BHEL R&D is final.



14. Generally, Crane is to be provided within 04 hours of intimation which shall be communicated to you over phone. However, the equipments are to be provided as quickly as possible for critical jobs such as loading and unloading of trucks etc. If Crane is not provided within specified time, BHEL R&D is empowered to engage other agencies for the completion of such jobs. In such cases the actual expenditure met for the completion of such jobs through other Agencies shall be deducted from Contractor's pending bills.

**15.Security Deposit:** The Contractor as per the Works Policy deposited an amount of Rs.(10% of contract value) towards Security Deposit vide DD No. -----dated:----- of Bank Name, Branch Name.

### **JURISDICTION**

All questions, disputes of differences arising under, out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Court within the local limits of those jurisdiction the place from which the acceptance of tender is issued is situated.

### **SOLE ARBITRATION:**

Any dispute arising out of this Contract, shall be referred to the Sole Arbitration of General Manager (specialist, Dev. Projects & MM) of Bharat Heavy Electrical Limited, Corporate Research & Development Division, Vikasnagar, Hyderabad – 500 093 or an Officer nominated by him and his award shall be final and binding on the parties. The venue of the Arbitration shall be Hyderabad. All suits arising out of this agreement shall be in the Courts of Hyderabad/Secunderabad/Ranga Reddy District only.

Witnesses: