

Special Conditions of contract

- 1- **Breakdown restore schedule:** Service response time by the contractor against breakdown notice by BHEL shall be the essence of the contract. Hence, breakdown/service requirement of any item must be attended & resolved within **48 Hours** (BHEL off days excluded) of intimation by BHEL through e-mail/phone.
- 2- Contractor shall provide and replace all spare parts as may be required in the equipment (including Engine oil/Gear oil/Air filter/Oil filter etc. **except Diesel**) to keep all the equipment in proper working condition. Hence, vendor to ensure to maintain adequate stock and availability of all the required spares.
- 3- Contractor shall provide 02 no. operator's for operation of Fork Lift Truck (01 no. for shift 7:00Am – 4:00PM & 01 no. for shift 4:00PM – 12:00 midnight) **who should possess operator's license for HMV, valid during the period of contract.** Operator without valid license shall not be permitted to handle the lifter. The operators shall be available on all working days and also as and when required by BHEL on Sundays & holidays. In case of absenteeism of operator, replacement operator shall be provided by the contractor.
- 4- **Penalty:** (a) 1.5 times of daily CMC charges will be deducted from vendor bill if problem does not restore as per breakdown restore schedule and
(b) 1.5 times of daily charges for operator's absence
Penalty based on daily charges shall be worked out on contract value considering 365 days/year and shall be applicable separately for (a) & (b) above.
- 5- **Risk Purchase:** In case, contractor does not carry out the services/repair as per Breakdown restore schedule, in order to safeguard its interest under the contract, BHEL, at its own discretion, may get the services/repair/replacement of spares done through suitable alternative source(s) at risk & cost of the contractor. In such cases, any cost incurred to BHEL over and above contracted rates shall be recovered from dues payable to the contractor and no claim of compensation of loss, whatsoever, incurred by the contractor due to such recovery, shall be entertained by BHEL.
- 6- The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in 'Format of Price Bid' (**Annexure-VII**). BHEL has right to conduct reverse auction instead of open price bid to determine L-1 offer.
- 7- The offered rates shall be firm and valid for a period of 15 months from the date of bid opening.
- 8- The Contractor shall undertake the responsibility and expenses for lifting (if required) of equipment from BHEL premises to Contractor's works and its return after repair to BHEL works at no extra cost.
- 9- BHEL reserves the right to:
 - (a) Reject any or all offers without assigning any reason therefore.
 - (b) Terminate the contract by giving a notice of one week in case of non-satisfactory performance by the contractor.
- 10- While carrying out the work, the contractor shall abide by the entire legal/statutory/safety requirement as applicable as per 'Contractor' obligations (Contractual & Statutory) for the workmen engaged at BHEL works.
- 11- Contractor to supply all the items mentioned in **Annexure-V** which is on estimation basis. In case during engine overhauling if it is found that some of the items do not require replacement, the same shall be kept as spares in BHEL stock.

12- All parts must be genuine and ACE /approved make.

13- Contractor must have **its service centre in Rudrapur**. The following details of service centre to be provided by bidder:

- (a) Address of service centre :
- (b) Name of Contact person :
- (c) Contact phone no. / e-mail ID:

Bidder's signature & Stamp

Annexure-V**A. Spares Required for Engine System Repair:****01- ACE FORKLIFT**

Sl.No.	Item Description	Qty
1	HEAD GASKET	01 Nos
2	ALL GASKET WHOLE ENGINE	01 Nos
3	LOWER THRUST BUSHING	04 Nos
4	PISTON RING	01 Nos
5	LOWER HALF MAIN BEARING	01 Nos
6	CRANKSHAFT	01 Nos
7	CONNECTING ROD BEARING	01 Nos
8	CYLINDER LINER	04 Nos
9	OIL SEAL	01 Nos
10	EXHAUST VALVE	04 Nos
11	INTAKE VALVE	04 Nos
12	PISTON	04 Nos
13	PISTON PIN	04 Nos
14	VALVE GUIDE	08 Nos
15	OIL SEAL VALVE GUIDE	08 Nos
16	FLYWHEEL RING GEAR	01 Nos
17	UPPPER THRUST BUSHING	04 Nos
18	SEAT	08 Nos
19	CRANK SHAFT PULLY	01 Nos
20	BEARING 30207	02 Nos
21	DUAL AIR FILTER ELEMENT (INNER & OUTER)	01 Nos

B. Others Spares:-

Sl. No.	Item Description	Qty
1	TILT CYL SEAL KIT -AF30D)	2 Nos
2	HEAD LAMP ASSAY	2 Nos
3	HORN (FOR 3T DIESEL FORK LIFT)	1 Nos
4	ALL HARNESS WITH FUSE LINK -	1 Nos
5	HOSE, INTAKE 20/30D	1 Nos
6	ENGINE HOSE, INTAKE 20/30 D	1 Nos
7	ENGINE MOUNTING RUBBER	2 Nos
8	SHOCK ABSORBER	1 Nos
9	DIESEL TANK OIL FILTER	1 Nos
10	RUBBER STG AXLE 3 TON	2 Nos
11	REAR COMBINATION LAMP ASSY.	1 Nos
12	ES BEARING (FOR 3T DIESEL	4 Nos
13	PIN STG	4 Nos
14	7207E BEARING	1 Nos
15	BUSHING	4 Nos

16	POWER (STEERING) CYL SEAL KIT	1 Nos
17	TC OIL COOLER HOSE LOWER PER METER	4 Nos
18	OIL FITER (HYD.TANK)	1 Nos
19	SOLID TYRE 6.50X10	2 Nos
20	SOLID TYRE 8.15X15	2 Nos
21	RADITOR HOSE	4 Nos
22	THRUST BEARING 51208	2 Nos
23	NEEDLE BEARING-943-32	4 Nos
24	KING PIN	2 Nos
25	STEERING UNIT SEAL KIT	1 Nos

C. Labour & Job Work:-

Sl. No.	Nature of Activity	Qty.
1	DIESEL PUMP & NOZZLE REPAIR CHARGES.	01 Job.
2	LABOUR CHARGES OF ENGINE FITMENT.	01 Job.
3	DRIVER SEAT REPAIR CHARGES.	01 Job.
4	ENGINE HEAD REPAIR CHARGES.	01 Job.
5	OTHERS SPARES FITMENT CHARGES.	01 Job.

Bidder's signature & Stamp

Annexure-VI

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL:

- a) Contractor shall decide the employee to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such worker about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card / Identity card with photograph, duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehaviour by any employee, the Contractor will replace such employee(s) immediately.
- h) Contractor shall ensure that the job is executed through his employees on his rolls and under no circumstances, the Contractor will deploy any casual employee to carry out the job, nor shall sub-contract the job.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor, shall lie exclusively with him.
- j) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- l) Contractor shall ensure that all precautions are taken for safety of his employees and equipment's.
- m) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In case Contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipment's and maintain the same to carry out the job under the Contract at his cost and if necessary Contractor shall take insurance policy of his men, material, equipment's and tools & tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the Contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and MP Act, 1952,
 - Payment of Gratuity Act, 1972,
 - ESI Act, 1948,
 - The Contract Labour (R&A) Act, 1970,
 - Payment of Bonus Act, 1965,
 - Income Tax Act,

- Service Tax Act
 - and all other applicable Acts,
- shall be complied with, by the Contractor
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
 - c) Contractor shall ensure payment of statutorily prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
 - d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF and MP Act, 1952 to the RPFC.
 - e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
 - f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
 - g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
 - h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
 - i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the Contractor.
 - j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.
 - k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
 - l) Contractor to obtain insurance cover for his employees / Equipments / tools & tackles etc., and take 3rd party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
 - m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
 - n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
 - o) Over and above the daily wage rate, payment shall be made for leave with wages.
 - p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
 - q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
 - r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
 - s) Contractor to obtain license under CL(R&A) Act, 1970

Bidder's signature & Stamp

RFQ NO. 201707471 dt 24.11.2017**Price Bid**

Sub: Rates & BOQ for "Overhauling, CMC & Operation of Ace make Fork Lift Trucks at BHEL RUDRAPUR" (Format for price bid).

S.No.	Description of Work	Quantity	Unit	Rates	Amount
(A)	(B)	(D)		(E)	(F=D x E)
1.	RU8100150010 ENGINE OVERHAULING FOR 3 TON ACE MAKE FORK LIFT TRUCK BY REPLACING OF ITEMS AS PER ANNEXURE-V OF THE NIT	01	NO.		
2.	RU8100150028 CMC (INCLUDING MATERIAL) FOR 3 TON ACE FORK LIFT TRUCK FOR 01 MONTH	12	NO.		
3.	RU8100150036 OPERATOR SERVICES FOR FORK LIFT TRUCK IN 2 SHIFT (SHIFT-A, 7AM-4PM) AND (SHIFT-B, 4PM-12:30 AM), 8 HRS. EACH FOR 1 YEAR	01	NO.		
	I. Total Amount				
	II. GST @ applicable rates**				
	III. Grand Total(I+II)				

Note:

1. **GST would be payable at applicable rate in accordance with the applicable GST laws.
2. No condition(s) should be mentioned by bidder on price bid. Conditional offer shall be rejected.
3. Certified that all Sections of the Tender have been read, understood & agreed.

Bidder's signature & Stamp