



BHARAT HEAVY ELECTRICALS LTD
BHOPAL - 462022
WORKS ENGG. & CENTRAL SERVICES DEPT.
EMX DIVISION

Enquiry No: WE&CS/EMX/20-21/Enq./15

Dated: 12.10.2020

Sub: AMC of RRC(Radio Remote Control) systems & AC Drive controls of 189 Nos. EOT cranes as per Annexure-1 , Scope of work as per Annexure – 2

Dear Sirs,

Sealed tender subscribing the name of work, tender notice no. and due date is invited by the undersigned for executing the following work: -

<u>Description of work</u>	<u>Due date</u>	<u>EMD</u>	<u>Completion period</u>
AMC of RRC (Radio Remote Control) systems & AC Drive controls of 189 Nos. EOT cranes as per Annexure-1 , Scope of work as per Annexure – 2	02/11/2020	<u>Rs. 36,910/-</u>	A period of One year from the date of award of contract

NOTE:-

1. Vendor must submit complete information against **cl. 1 Pre-Qualification Criteria**. The offer meeting this clause would only be processed.
2. The offer and all documents enclosed with offer should be in English language only.
3. **Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.**

1) PRE-QUALIFICATION CRITERIA :

- 1) Average annual financial turnover during last 3 years, ending 31st March of the previous financial year, should be minimum 5.6 lakh. Submission of Profit & Loss A/c and Balance Sheet will be considered as proof of Avg. Annual Turnover.
- 2) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following : -
 - a. Three similar completed works costing not less than the amount equal to 7.4 lakh.
Or
 - b. Two similar completed works costing not less than the amount equal to 9.3 lakh.
Or
 - c. One similar completed work costing not less than the amount equal to 14.8 lakh.
- 3) Similar work means Bidders who have successfully under taken AMC of RRC systems of at least 50 EOT Cranes at least for 1 year.
- 4) The party will have to furnish list of organization along with the details of contact persons where AMC of EOT Cranes has been under taken. Copy of work order & performance certificate meeting the criteria mentioned above should also be furnished .



2) SCOPE OF WORK :

Detailed scope of work including minimum no. of workers to be deployed is mentioned in Annexure-2. List of 189 Nos. of EOT cranes to be covered under contract shall be as per Annexure-1 .

3) TERMS OF PAYMENT & PENALTY DEDUCTION : Shall be as under : –

Payment shall be made every three months on prorata basis after satisfactory completion of all the breakdown calls and preventive maintenance. Preventive maintenance of RRC system & AC drive controls of 95 EOT cranes will be done in 1st 3 month & remaining 94 EOT cranes will be done in next 3 months. Preventive maintenance of all cranes as per Annexure -1 will be carried out twice in a year on half yearly basis. The payment shall be made as per BHEL norms and is subject to deduction of income tax at source as per the applicable rules of Department of Income Tax. Payment will be made within 60 days (45 days in case of MSME).

PENALTY DEDUCTION:

1. If the contractor fails to deploy the minimum number of suitable manpower as specified at cl. 1.6 of Annexure -2, penalty will be deducted at the following rates.

S. No.	Category of Worker	Penalty
1	Skilled	Rs. 640/- per day
2	Semi-Skilled	Rs. 620/- per day
3	Unskilled	Rs. 600/- per day

For deduction purpose, the actual man days of one quarter for each category will be considered based on attendance record. The penalty deduction, if applicable will be made in each quarter.

2. Non-completion of preventive maintenance within 2 weeks from the scheduled week provided by BHEL will attract penalty as given below.

S No.	Particulars	Rate/Crane/week
1	Preventive maintenance of RRC systems of 189 No. EOT Cranes	500.00

However penalty will not be imposed for non-availability of crane from production. The penalty deduction, if applicable will be made in each quarter.

3. The maximum cumulative penalty shall be limited to 10% of the Work order value.

4) EARNEST MONEY:

Earnest Money Deposit (EMD): EMD is to be paid by tenderers for securing fulfillment of any obligations in terms of the NIT.

Earnest Money Deposit (EMD) of **₹ 36,910/-** may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (iv) EMD can also be accepted in the form of FDR issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

Tenders not submitted with earnest money are liable to be rejected. EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of award of work. EMD of successful tenderer will be retained as part of Security Deposit. EMD shall not carry any interest.



Forfeiture of EMD:

EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

5) SECURITY DEPOSIT:

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract and shall be refundable after expiry of contract period. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: 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)

However if the contractor so desire, contractor can opt for depositing 50% of security deposit value before start of the work and balance of the security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. Security Deposit will only be refunded after expiry of the contract period upon fulfilment of contractual obligations as per terms of contract.

The Security Deposit shall not carry any interest.

6) INSPECTION:

The bidders can inspect the EOT Cranes with RRC systems & Drives on any working day during working hours between 9AM to 4PM with prior information and approval from BHEL authority.

7) TENDER SUBMISSION AND OPENING:

Tender submission location: **Tender Box (For Works), Tender Room,
Ground Floor, Administrative Building,
Bharat Heavy Electricals Limited, Bhopal – 462022.**

Tender Submission time/date: **Before 11:00 hrs. on 02.11.2020. Tenders received after 11:00 hrs
will be treated as LATE TENDER and will not be considered.**

Tender opening time/date: **14.00 hrs. On 02.11.2020** in Tender Room.

The tender envelope must carry the following information on the top of the envelope:

- ❖ Tender/Enquiry No: **WE&CS/EMX/20-21/Enq/15**
- ❖ Party's name:
- ❖ Tender/Enquiry Opening date: **02.11.2020**

Contractors should bring their authorisation letter from their company for witnessing the tender opening. Contractors will be permitted in tender room to witness the tender opening from 14:00 hrs onwards.



- 8) The offers of the bidders who are on the banned list as also the offer the bidders, who engage the services of banned firms, shall be rejected. The list of banned firm is available on BHEL website, www.bhel.com.
- 9) Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.
- 10) A contract agreement will be executed by the party on non-judicial stamp paper worth of **appropriate amount** incorporating the terms and conditions of the contract agreed before start of work.
- 11) In the event of award of any contract to you, you will have to observe and perform all the laws/enactment in force. For an example you will have to submit the information about wage bills amount and deduction of contributory provident fund & ESI details of all of your employees every month. The safety of workers for the RRC control cranes to be ensured as per Industrial Act.
- 12) Permanent P.F. Account No. ESI Reg. No., PAN No., Labour License No., GST No. etc. allotted by concerned authority should also be mentioned in your quotation. This is necessary as per the latest directives from Regional Provident Fund Commissioner M.P. Government.
- 13) Documents regarding your registration with Sales Tax, and Excise authorities may also be forwarded along with income tax clearance.
- 14) **All the documents sent herewith should be returned back, duly signed on each paper along with your offer.**
- 15) For General terms and conditions for inviting tenders and award of contract ref. **Annexure-3**. These are also the integral part of the contract agreement.
- 16) Quotations must be valid for at least **120 days** from due date.
- 17) **COST OF TENDER DOCUMENTS:**

Your quotations must accompanied with tender fee worth **₹ 500/-** (Rupees Five Hundred only) in the name of BHEL Bhopal towards cost of the tender documents, without which the quotations shall be rejected. GST on tender fee shall be charged extra. Tender cost will be accepted only in following form :

- ❖ Electronic Fund Transfer in favour of BHEL, which can be deposited online through link <https://www.bhelbpl.co.in/qcins/iccs.htm>

- 18) The quotation should be submitted as under:

a) Techno-commercial Bid

In the Techno-commercial bid, the detailed scope of work along with all the commercial terms and conditions should be included.

b) Price Bid

It should include the total price of the offer. It should be filled in prescribed Price Bid Format attached in enquiry.

The Techno-commercial & Price bids should be submitted in separate marked envelopes.

Thanking you.

Yours faithfully,

Dy.Mgr (EMX)
For B.H.E.L. Bhopal

Enclosures:

- ❖ List of EOT Cranes with RRC Systems & Drives installed (Annexure 1)
- ❖ Scope of Work for AMC (Annexure 2)
- ❖ General Terms & conditions (Annexure 3)
- ❖ BHEL terms & conditions Health, Safety & Environment (Annexure IV)



TENDER

(Here in after called as Company/Corporation)

I/We have read and examined the following documents relating to the AMC of RRC systems & Drive controls of 189 No. EOT Cranes as per Annexures.

- A - Notice inviting tender
- B - List of EOT Cranes with RRC Systems & Drives installed (Annexure 1)
- C - Scope of Work for AMC (Annexure 2)
- D - General Terms & conditions (Annexure 3)

In consideration of I/We being inviting to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submit thereof and not to make any modification in it's terms and conditions which are not acceptable to BHEL. Should this tender be accepted I/We hereby agree to abide by and fulfil all terms and conditions and provisions of the aforesaid documents.

A sum of Rs. _____ (in words) rupees with respect to the earnest money deposit for the AMC work is hereby forwarded in the form of Electronic Fund Transfer credited in BHEL account. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to BHEL, BHEL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We hereby agree to abide by and fulfil all terms and conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/we fail to commence the execution of the work as provided in the condition I/We be agree that BHEL shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

(Signature)

Incapacity of -----

Duly authorised to sign the tender on behalf of M/s

Witness

Address



PRICE BID FORMAT

NIT No: **WE&CS/EMX/20-21/Enq./15**

Name of Work: **AMC of RRC systems and AC drive controls for 189 Nos. EOT cranes**

Unit (In Indian Rupees)

BASIC AMC Cost (In figures)	
BASIC AMC Cost (In words)	

(GST will be paid extra as applicable time to time.)

(Signature)

Incapacity of -----

Duly authorised to sign the tender on behalf of M/s

(Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.)

Note : In case of course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding

Discrepancy in words and figures :

(a) If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals , the subtotals shall prevail and the total shall be corrected; and

(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



ANNEXURE-1

LIST OF RRC SYSTEMS & DRIVES INSTALLED ON EOT CRANES As On 30.08.2020

BLOCK - I										
S.No	S.No	Block	Deptt	Bay	Crane. No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
1	1	1	WTM	1	68	5	Titovi	IT-502	S.N.T.	
2	2	1	WTM	1	170	10	Jessop	SKY-502	S.O.C.	
3	3	1	WTM	2	69	10	Jessop	1 T -502	S.N.T.	
4	4	1	WTM	2	84	25/5	Jessop	F24 -8D	Acropolis	
5	5	1	WTM	2	83	25/5	KU	SKY-502	S.O.C.	
6	6	1	WTM	3	86	80/20	GRW	F24 - 10D	Acropolis	
7	7	1	WTM	3	87	80/20	Chitram	F24 - 10D	Acropolis	
8	8	1	WTM	4	44	50/10	Jessop	F24 - 10D	Acropolis	
9	9	1	WTM	4	43	50/10	Jessop	IT-401	S.N.T.	
10	10	1	WTM	4	147	50/20	Jessop	F24 - 10D	Acropolis	
11	11	1	FBM	5	90	80/20	GRW	F24 - 10D	Acropolis	
12	12	1	FBM	5	46	50/10	Titovi	F24 - 10D	Acropolis	
13	13	1	FBM	6	48	50/10	Titovi	F24 - 10D	Acropolis	
14	14	1	FBM	6	92	80/10	Jessop	F24 - 10D	Acropolis	
15	15	1	FBM	7	47	50/10	Jessop	F24 - 10D	Acropolis	
16	16	1	FBM	7	95	25/5	Titovi	F24 -10D	Acropolis	
17	17	1	HCM	8	49	50/10	Titovi	F24 - 10D	Acropolis	
18	18	1	HCM	8	71	10	Jessop	F24-10-D	Acropolis	
19	19	1	HCM	8	148	50/20	Jessop	F24-10-D	Acropolis	
20	20	1	FBM,HVOF	8	254	50/10	Cranex	IT-502	S.N.T.	4 motion -Yaskawa A1000
21	21	1	WTM	3	88	80/20	Jessop	F24-10-D	Acropolis	
22	22	1			85			SKY-502	S.O.C.	
23	23	1			91			SKY-502	S.O.C.	
24	24	Hyd.Lab		M/c shop	199	2 t	BHEL	IT-502	SNT	
25	25	1			94			SKY-502	S.O.C.	
26	26	1	FBM	7	45	50/10	Titovi	F24 - 10D	Acropolis	4 motion Schn-A-71
27	27	NEW HYDRO	WTM	1	228	250/80	MUKUND	itowa combi	S.N.T.	4 motion Schn-A-71
28	28	NEW HYDRO	WTM	1	229	80/20	ANUPAM	itowa combi	S.N.T.	4 motion Schn-A-71
29	29	Hyd.Lab		Ext	251	5 T	indo Asian	F24 - 10D	Acropolis	3 motion-ABB
30	30	Hyd.Lab		Ext	252	10 T	indo Asian	F24 - 10D	Acropolis	3 motion-ABB
BLOCK - I A										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity(Ton)	Make	RRC System Model No.	RRC Make	Drives Type
31	1	01A	FBM	12	97	25/5	GRW	IT- 502	S.N.T.	
32	2	01A	FBM	12	98	25/5	GRW	F24-10D	Acropolis	
33	3	01A	FBM	13	73	10	Mech.Man De	SKY-502	S.O.C.	
34	4	01A	FBM	13	99	25/5	Jessop	F24-10D	Acropolis	
35	5	01A	FBM	12	66	5-Ton	GRW	IT-502	S.N.T.	
36	6	01A	FBM	13	243	25/5	Semeco	IT-502	SNT	4 motion-ABB
37	8	01A	FBM	14	137	25/5	Jessop	IT-502	SNT	
BLOCK - I B										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity(Ton)	Make	RRC System Model No.	RRC Make	Drives Type
38	1	01B	FBM	1	138	10	Armsel	1 T -502	S.N.T.	
39	2	01B	FBM	1	56	10	Armsel	F24-10D	Acropolis	
40	3	01B	FBM	2	52	10	GRW	F24-10D	Acropolis	
41	4	01B	EBM	3	124	5	Jessop	F24-10D	Acropolis	
42	5	01B	FBM	3	25	10	Jessop	F24-10D	Acropolis	
BLOCK - I I										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity(Ton)	Make	RRC System Model No.	RRC Make	Drives Type
43	1	2	TXM	1	53	5	Jessop	1 T -502	S.N.T.	
44	2	2	TXM	1	142	10	Jessop	1 T -502	S.N.T.	
45	3	2	TAM	2	57	5	GRW	F24-10D	Acropolis	
46	4	2	TAM	3	161	10	KU	F24-10D	Acropolis	
47	5	2	TAM	3	162	10-Ton	KU	F24-10D	Acropolis	
BLOCK - I II										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
48	1	2	IMM	4	60	10	Greaves Cotto	F24-10D	Acropolis	
49	2	2	IMM	4	80	25/5	GRW	IT-502	S.N.T.	
50	3	2	IMM	4	59	5	GRW	F24-10D	Acropolis	
51	4	2	IMM	5	62	5	NSE	IT-502	S.N.T.	
52	5	2	IMM	5	63	10	GRW	F24-10D	Acropolis	
53	6	2	IMM	4	234	25/5	Semeco	IT-502	SNT	
54	7	2	LEM	6	27	80/10	Jessop	F24 - 10D	Acropolis	
55	8	2	LEM	6	29	80/10	Jessop	F24 - 10D	Acropolis	
56	9	2	LEM	6	81	150/50	Jessop	F24-60	Acropolis	
57	10	2	LEM	6	227	25/5	Shree Eng.	F24-10D	Acropolis	
58	11	2	LEM	6	112	10	GRW	F24-10D	Acropolis	
59	12	2	LEM	6	76	10	GRW	F24-10D	Acropolis	
60	13	2	LEM	7	42	50/10	Braithwell	F24-60	Acropolis	
61	14	2	LEM	7	128	100/20	Braithwell	F24-10D	Acropolis	
62	15	2	LEM	7	64	10	GRW	1 T -502	S.N.T.	
63	16	2	PLM	8	116	25/5	Jessop	F24-60	Acropolis	



64	17	2	PLM	8	65	5	GRW	F24-10D	Acropolis	
65	18	2	PLM	8	226	25/5	Shree Engg.	F24 - 10D	Acropolis	
66	19	2	PLM	9	114	80/10	Jessop	F24-60	Acropolis	
67	20	2	PLM	9	67	10		F24-10D	Acropolis	
68	21	2	PLM	9	96	15/5		F24 - 10D	Acropolis	
69	22	2	PLM	9	113	5	GRW	SKY-502	S.O.C.	
70	23	2	PLM	10	201	5	SWL	SKY-502	S.O.C.	
71	24	2	PLM	10	204	2	SWL	F24-10D	Acropolis	
72	25	2	PLM	10	Goliath 10 / 146	Open Yard	BHEL	1 T -502	S.N.T.	
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
73	1	2-A	IMM		239	10/5 ton	Semeco	IT-502	SNT	
74	2	2-A	IMM		240	10/5 T	Semeco	F24-10D	Acropolis	
75	3	2-A	IMM		241	10/5 T	Semeco	IT-502	SNT	
76	4	2-A	IMM		242	10/5 T	Semeco	IT-502	SNT	
77	5	2-A	IMM		244	30/10	Rockwell	F24-10D	Acropolis	4 motion ATV-71
BLOCK - III										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
78	1	3	CPM	1	175	10/5 T	Jessop	1 T -502	S.N.T.	
79	2	3	CPM	1	246	10/5 t	Semeco	IT-502	S.N.T.	
80	3	3	CPM	1	102	5	Titovi	F24-10D	Acropolis	
81	4	3	BCM	2	185	2	Ku	IT-502	S.N.T.	
82	5	3	BCM	2	192	5	Jessop	IT-502	S.N.T.	
83	6	3	BCM	2	22	5	Titovi	SKY-502	S.O.C.	
84	7	3	BCM	2	7	10	Jessop	1 T -502	S.N.T.	
85	8	3	TRM	3	23	5	Titovi	1 T -502	S.N.T.	
86	9	3	TRM	4	24	10	Jessop	1 T -502	S.N.T.	
87	10	3	TRM	5	143	10	Jessop	F24 - 10D	Acropolis	
88	11	3	TRM	5	14	25/5	Titovi	COMBI	S.N.T.	
89	12	3	TRM	6	26	10	Jessop	F24 - 10D	Acropolis	
90	13	3	TRM	6	38	50/10	Braith Waite	COMBI	S.N.T.	
91	14	3	TRM	6	153	25/5	Morris	F24 - 10D	Acropolis	
92	15	3	TRM	7	151	80/20	Chitram	F24-60	Acropolis	
93	16	3	TRM	7	152	80/20	Emerald	F24-60	Acropolis	
94	17	3	TRM	7	28	10	Jessop	1 T -502	S.N.T.	
95	18	3	TRM	7	39	50/10	KU	F24 - 10D	Acropolis	
96	19	3	TRM	8	117	25/5	WH Brady	COMBI	SNT	
97	20	3	TRM	8	41	120/30	GRW	Itowa Combi	SNT	
98	21	3	TRM	8	107	25/5	Jessop	1 T -502	S.N.T.	
99	22	3	TRM	8	40	120/30	Litos Praj	Itowa Combi	SNT	
100	23	3	TRM	9	129	100/20	Jessop	itawa combi	S.N.T.	
101	24	3	TRM	9	106	5	Jessop	IT-502	S.N.T.	
102	25	UHV LAB			149			IT-502		
103	26	3			222			SKY-502	S.O.C.	
104	27	3	TRM	9	72	10	GRW	IT-502	S.N.T.	
105	28	NEW TRM	TRM	1	230	50/20	UNIKE	F24-60	S.N.T.	4 motion Schn-A-71
106	29	NEW TRM	TRM	1	231	50/20	UNIKE	itowa combi	S.N.T.	4 motion Schn-A-71
107	30	NEW TRM	TRM	2	232	250/80	MUKUND	F24-60	Acropolis	4 motion Yaskawa
108	31	NEW TRM	TRM	2	233	250/80	MUKUND	F24-60	Acropolis	4 motion Yaskawa
109	32	NEW TRM	TRM	2	237	30/10	SHREE	F24 - 10D	Acropolis	4 motion-ABB
110	33	NEW TRM	TRM	2	238	30/10	SHREE	F24 - 10D	Acropolis	4 motion-ABB
111	34	NEW TRM	TRM	3	236	30/10	SHREE	F24 - 10D	Acropolis	4 motion-ABB
112	35	NEW TRM	TRM	New store	255	50/10	Cranex	Winner	SNT	4 motion Yaskawa
113	36	NEW TRM	TRM		256	-	Cranex	F24 - 10D	Acropolis	4 motion ABB
114	37	NEW TRM	TRM		257	-	Cranex	IT-502	SNT	4 motion Yaskawa
115	38	3	TRM	6	258		Cranex	Winner	SNT	4 motion Yaskawa
BLOCK - IV										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
116	1	4	SWM	1	1	10	Jessop	F24 - 10D	Acropolis	
117	3	4	SWM	2	3	5	Jessop	IT-502	S.N.T.	
118	4	4	SWM	2	5	5	WMI	IT-502	S.N.T.	
119	5	4	SWM	3	6	10	Jessop	IT-502	S.N.T.	
120	6	4	SWM	3	8	5	Jessop	IT-502	Acropolis	
121	7	4	SWM	4	9	5	Jessop	F24 - 8D	Acropolis	
122	8	4	SWM	4	10	5	Jessop	F24 - 10D	Acropolis	
123	9	4	RFM	8	11	5	Jessop	IT-502	S.N.T.	
124	11	4	SWM	5	13	10	Jessop	SKY-502	S.O.C.	
125	12	4	SWM	6	15	10	GRW	1 T -502	S.N.T.	
126	13	4	SWM	6	17	10	GRW	1 t -502	S.N.T.	
127	14	4	SWM	7	18	10	Jessop	SKY-502	S.O.C.	
128	15	4	SWM	1	19	5	Jessop	1 T -502	S.N.T.	
129	16	4	SWM	7	20	5	Jessop	1 T -502	S.N.T.	
130	10	4	SWM	5	12	5	Jessop	IT-502	SNT	
131	2	4	SWM	1	2	5	Jessop	IT-502	SNT	
BLOCK - V										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
132	1	5	FYM	1	4	10	GRW	IT-502	S.N.T.	



133	2	5	FYM	2	74	10	Jessop	SKY-502	S.O.C.	
134	3	5	FYM	2	21	5	GRW	IT-502	S.N.T.	
135	4	5	FYM	3	108	5	Jessop	F24 - 10D	Acropolis	
136	5	5	FYM	4	31	5	Jessop	F24 - 10D	Acropolis	
137	6	5	FYM	Galvn Plant	37	1	Jessop	IT-502	SNT	ABB only L.T.
BLOCK - V I										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
138	1	6	STM	1	54	10	Jessop	IT-502	S.N.T.	
139	2	6	STM	2	105	5	GRW	IT-502	S.N.T.	
140	3	6	STM	2	103	5	Jessop	IT-502	S.N.T.	
141	4	6	STM	3	115	25/5	GRW	IT-502	S.N.T.	
142	5	6	STM	4	120	80/20	Jessop	F24 - 10D	Acropolis	
143	6	6	STM	4	93	80/20	Jessop	F24 - 10D	Acropolis	
144	7	6	STM	5	133	80/20	BHEL	F24 - 10D	Acropolis	
145	8	6	STM	5	119	80/20	Jessop	F24 - 10D	Acropolis	
146	9	6	STM	5	118	80/20	Jessop	F24 - 10D	Acropolis	
147	10	6	STM	5	89	80/20	Jessop	IT-502	S.N.T.	
148	11	6	STM	STOR	82	25/5	Jessop	IT-502	Acropolis	
BLOCK - V I I										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
149	1	7	BPRV	1	121	5	Jessop	IT-502	S.N.T.	
150	2	7	FMS	2	122	5	Jessop	IT-502	S.N.T.	
151	3	7	CRX	3	123	5	Jessop	SKY-502	S.O.C.	
152	4	7	CRX	4	33	5	Jessop	IT-502	S.N.T.	
BLOCK - V I I I										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
153	1	8	CIM	1	55	5	KU	IT-502	S.N.T.	
154	2	8	CIM	1	174	2	KU	IT-502	S.N.T.	
155	3	8	CIM	2	173	2	KU	IT-502	S.N.T.	
156	4	8	CIM	3	165	10	KU	SKY-502	S.O.C.	
157	5	8	CIM	4	167	10	KU	SKY-502	S.N.T.	
158	6	8	CIM	4	171	2	GRW	SKY-502	S.O.C.	
159	7	8	CIM	4	172	2	KU	SKY-502	S.O.C.	
160	8	8	CIM	5	166	10	KU	SKY-502	S.O.C.	
BLOCK - I X										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
161	1	9	TXM	1	212	5	Semi Gilliath	F24-8D	Acropolis	
162	2	9	TXM	2	176	10	WMI	IT-502	S.N.T.	
163	3	9	TXM	2	180	10	Techno Craft	F24 - 10D	Acropolis	
164	4	9	TXM	Cross Bay	181	10	WMI	F24-10D	Acropolis	
165	5	9	TXM	Open Bay	182	10	Swift	SKY-502	S.O.C.	
166	6	9	TXM	2	221	10	WMI	IT-502	S.N.T.	
167	7	9			187			IT-502	S.N.T.	
168	8	9	TXM	Cross Bay	178	10	WMI	IT-502	S.N.T.	
BLOCK - X										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
169	1	10	PRM	1	101	5	GRW	IT-502	S.N.T.	
170	2	10	PRM	2	156	25/5	KU	F24 - 10D	Acropolis	
171	3	10	PRM	4	144	10	GRW	F24 - 8 D	Acropolis	
172	4	10	PRM	3	160	10	GRW	F24 - 10D	Acropolis	
173	5	10	PRM	2	16	5 T	jessop	F24 - 10D	Acropolis	
BLOCK - XI										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
174	1	11	TGM	GEAR GRINDINGSHOP	200	1	BHEL	SKY-502	S.O.C.	
175	3	11	TGM	xx	253	5 Ton	M D Industries	1 T -502	SNT	3 motion - Schneider
176	5	11	TGM	xx	249	2 Ton	Shree Engi	IT-502	SNT	
177	6	11	TGM	xx	250	2 Ton	Shree Engi	IT-502	SNT	1 motion ABB - Hoist
OTHER AREAS										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
178	1	CET	CET		214	10	KU ACME	IT-502	S.N.T.	
179	2	CET	CET		213	10	KU ACME	IT-502	S.N.T.	
180	3	Maint Block	WEX	Recond.	32	25/5	Jessop	F24 - 10D	Acropolis	
NEW JIB CRANES										
S.No	S.No	Block	Deptt	Bay	Crane.No	Capacity (Ton)	Make	RRC System Model No.	RRC Make	Drives Type
181	1	1-A	FBM		1/A/2001	2 Ton	Rewa			Drive G7 - Hoist
182	2	1	WTM		D-56	2 Ton	Rewa			Drive G7 - Hoist
183	3	2	TAM		B-4	2 Ton	Rewa			Drive G7 - Hoist
184	4	2	TAM		B-27	2 Ton	Rewa			Drive G7 - Hoist
185	5	6	STM	5	19/D/2078	2 Ton	Rewa			Drive G7 - Hoist
186	6	6	STM	3	19/D/0089	2 Ton	Rewa			Drive G7 - Hoist
187	7	6	STM	5	19/D/2098	2 Ton	Rewa			Drive G7 - Hoist
188	8	9	TXM	2	19/D/4010	2 Ton	Rewa			Drive G7 - Hoist
189	9	9	TXM	Test	247	2.5				03-motion Siemens Micro

ANNEXURE- 2

SCOPE OF WORK : AMC of Radio Remote Control (RRC) systems & AC Drive controls of 189 Nos. EOT cranes (As per Annexure-1)

The scope of this contract shall be preventive & breakdown maintenance of RRC systems & A.C. Drive Controls installed in EOT cranes as follows:

- 1.1) Preventive maintenance of above mentioned RRC systems & AC drive Controls shall be carried out twice in a year on half yearly basis. Preventive maintenance of RRC system & AC drive controls of 94 EOT cranes will be done in 1st 3 month & remaining 95 EOT cranes will be done in next 3 months. Preventive maintenance will be carried out twice in a year on half yearly basis as per Annexure -1.
- 1.2) The breakdown maintenance of all the reported breakdowns is to be carried out on receipt of complaint throughout the year by the contractors personnel /engineer who shall be posted full time in 1st shift (7 AM to 4 PM) and 2nd shifts (4 PM to 1AM) or any other shift shifts decided by BHEL. Services will also have to be provided in areas where 3rd shift (1AM to 7PM) is operative and also on Sundays & Holidays as required. The place for stationing the contractor's personnel inside the work place shall be provided by BHEL.
- 1.3) The maintenance and repair work will be done on labour basis and the spares and components as required shall be provided by BHEL Bhopal.
- 1.4) The contractor's personnel /engineer must be equipped with all the test equipment, special tools, safety equipment etc. needed for repairs of RRC systems & drive controls.
- 1.5) The Contractor will have to depute and station well qualified and experienced staff to undertake the maintenance work on EOT cranes and also arrange for experts from OEMs, if required .
- 1.6) The minimum staff to be deployed for carrying out the work per day will be as follows :

Skilled workers	- 5 Nos.
Semiskilled workers	- 2 Nos.
Unskilled worker	- 1 Nos.

The total man-days for each worker should be minimum 320 days /yr. including Sundays / Holidays as per BHEL Requirement.

Daily attendance record is to be maintained by the contractor & it will be verified periodically by BHEL engineer-in-charge.

- 1.7) The Contractor shall ensure payment of statutory prescribed minimum wages & additional wages as recommended by BHEL & MP Gov. Labour.

ANNEXURE 3

Enquiry No: WE&CS/EMX/20-21/Enq./15, dated 12.10.2020

Subject: AMC of RRC systems & AC Drive controls of 189 Nos. EOT cranes as per Annexure-1, Scope of work as per Annexure – 2

GENERAL TERMS AND CONDITIONS FOR INVITING TENDERS AND AWARDDING CONTRACT

GENERAL TERMS AND CONDITIONS FOR INVITING TENDERS AND AWARDDING CONTRACT

A) DEFINITIONS :

- 1) “Company” shall mean Bharat Heavy Electrical Limited Bhopal, a company incorporated under the companies Act’ 1956, and having its registered office at BHEL House, Siri Fort, New Delhi – 110045 here in after referred to as BHEL and includes a duly authorized representative of the company or any other person empowered in this behalf by the company to discharge all or any of its functions.
- 2) “Accepting Authority” shall mean the Head of the WE&CS – Electronic Maintenance Section or any other person authorized by him.
- 3) “Contractor” shall mean the notice inviting Tender and acceptance thereof & formal agreement if any, executed between Bharat Heavy Electricals Ltd. Bhopal & contractor together with documents referred to therein including these conditions, & any special conditions, specifications, designs, drawings etc. These documents taken shall be deemed to form one contract and shall be complementary to one another.
- 4) “Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the work & shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, as the case may be and permitted of such individual or firm or company.
- 5) “Contract sum” shall mean the lump sum for which the tender is accepted in the case of lump sum contract and in the case of item rate the total cost of the works arrived after extension of quantities shown in schedule of quantities by the item rates quoted by the tenderer for various item.
- 6) “Day” shall mean a day of 24 hours from midnight to mid night, irrespective of the number of hours worked in that day.
- 7) A week shall mean seven days without regard to the number of hours worked in any day in the week.
- 8) “Work” shall mean work to be executed in accordance with contract or part(s) thereof as the case may be and shall include all extra, additional, altered or substituted Work or temporary & urgent work as required for performance of contract.
- 9) “Engineer-in-Charge” shall mean the Engineering officer appointed by the Accepting Authority, who shall direct, supervise & be in-charge of work for purpose of contract.

SCOPE OF PERFORMANCE :

B) CONTRACT DOCUMENTS :

The contractor shall be furnished free of charge, two Certified true copies of the contract documents. He shall keep one copy of this document on the site in good order, and the same shall as all, reasonable times, be available or inspection and use by the Engineer-in-charge, his representatives or by other Inspecting Officers.

- 1) None of the documents shall be used by contractor for any purpose other than that of this contract.



2) The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that Indian Official Secrets Act, 1923, applies to them and shall continue so to apply even after the execution of such work under the contract.

C) WORK TO BE CARRIED OUT :

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all Labour, replacement of parts which may be required for full and entire execution and completion of the work.

1) The contractor shall have his own arrangements for all the tools & tackles, measuring instruments etc. required for the execution of work to the entire satisfaction of the Engineer-in-charge.

D) INSPECTION OF WORK BEFORE SUBMISSION OF TENDER :

The contractor shall examine the quantum of work and shall satisfy himself before submitting his tender. He shall himself assess the requirement of materials, contingencies and other circumstance which may affect or influence his tender, no extra charges on any misunderstanding or otherwise shall be allowed.

E) SUFFICIENCY OF THE TENDERERS :

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of his tender, the work and prices. This shall except as otherwise provided all obligation under the contracts all matters and things necessary for the proper completion and maintenance of the works.

F) DISCREPANCIES AND ADJUSTMENT OF ERRORS :

The several documents forming the contract are to be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any document forming part of contract, the accepting authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate or any omission these form shall not initiate the contract or release the contractor from execution of whole or any part of work comprised. These and according to drawings & specification or from any of his obligation under the contract.

G) INSPECTION AND APPROVAL :

1) All work embracing more than one process shall be subject to Examination and approval at each stage there of and the contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready.

2) No work shall be covered up or put out of view without the approval of Engineer-in-charge or his representative and the contractor shall afford full opportunity for examination of any work, which is about to be covered up or put out of view. In the event of the failure of the contractor to do as aforesaid, if required by Engineer-in-charge he shall uncover such work at contractor's own expenses.

Company officer concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

H) CONTRACTOR'S LABOUR / WORKER WHILE WORKING INSIDE :

1) The contractor shall ensure sufficient staff of the quality to ensure work-man-ship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. Contractor shall not employ indirectly or through sub-contractor any staff what-so-ever. Written consent of the contractor in this behalf has to be incorporated in to the offer, or otherwise the Contract is liable to be rejected.

2) Contractor shall furnish to Engineer-in-charge a complete list of persons engaged on the work giving the following details.



- a) Name (b) Age (c) Trade

Change-over, if any, shall be furnished by the contractor to the Engineer-in-charge.

3) Contractor shall comply with Contractor's Obligations & Statutory Compliances for work contract as per Annexure-5 & it shall be the part of agreement of this contract.

I) COMPENSATION :

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor , agency or firm or any of its employees as detailed below .

Victim : Any person who suffers permanent disablement or dies in an accident as defined below .

Accident : Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution , erection and commissioning , services , repair and maintenance , trouble shooting, serving , overhaul , renovation and retrofitting , trial operation , performance guarantee testing undertaken by the company or during any works / during working at BHEL Units / Offices / townships and premises / Project sites .

Compensation in respect of each of the victims :

In the event of death or permanent disability resulting from loss of both limbs : Rs 10,00,000/- (Rs Ten Lakh)

In the event of other permanent disability : Rs 7,00,000/- (Rs. Seven Lakh)

Permanent Disablement : A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act , 1923 .

J) NUISANCE :

Contractor shall not any time do, cause or permit any nuisance on the work site or do anything shall cause unnecessary disturbance or inconvenience to other workers.

K) GENERAL TERMS :

1) BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

2) The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.

L) RIGHTS & OBLIGATION OF BHEL :

1) In case the contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

2) If the Contractor commits default in complying with any of the terms conditions of the contract and does not remedy it or take effective steps to remedy in within three days after a notice in writing is given by Engineer-in-charge failing which BHEL reserves the right to terminate the contract without giving any reasons thereof.



3) Cancellation of contract may be either for whole or part of contract at BHEL's option. In event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to extent not terminated under provision of this clause.

4) The decision of BHEL regarding interpretation of any terms and conditions set forth in the Agreement shall be final and binding on the contractor.

The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Bhopal in India.

5) The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bhopal Courts.

M) ARBITRATION AND LAW :

Except where otherwise provided for contract, all questions and disputes relating to meaning of specifications, designs, drawings, & instruction herein before mentioned and as to quality of workmanship of materials used on work or as to any other, question, claim, right, matter or thing whatsoever in any way arising out of or relating to contract, design, drawing, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works, or the execution or failure to execute same whether arising during the progress of work or after completion or abandonment thereof shall be referred to sole arbitration of Gen. Mgr. of BHEL, Bhopal and if Gen. Mgr., is unable or unwilling to act to the sole arbitration, of some other person appointed by Gen. Mgr. willing to act as such arbitrator. There will be no objection if arbitrator appointed is an employee of BHEL & that had to deal with matters to which the contract relates & that in course of his duties, as such he had expressed views on all or any of the matters in dispute or difference.

Arbitrator to whom matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Gen. Mgr. as aforesaid at time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with terms of contract. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it. It is also a terms of this contract that no person other than person appointed by such Gen. Mgr, as aforesaid should act as arbitrator & if for any reason that is not possible, matter is not to be referred to arbitration at all. In all case where amount of claim in dispute is Rs.50,000/-(Rs.Fifty Thousand) & above, arbitrator shall give reason for award.

Subject as aforesaid provision of Arbitration and Conciliation Act, 1996, or any statutory modification/reconditioning or reactant thereof and the rules made there-under and for the time being in force shall apply to arbitration proceeding under this clause.

It is a term of the contract that party involving arbitration shall specify dispute or disputes to be referred to arbitration under this clause together with amount or amount claimed in respect of each dispute. Arbitrator(s) may from time to time will consent of the parties enlarge time for making and publishing award.

The work under Contract shall if reasonably possible continue during arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings. Arbitrator shall be deemed to have entered in reference on the date of first hearing. Arbitrator shall give a separate award in respect of such dispute or difference referred to him. Venue of arbitration shall be such place as may be fixed by arbitrator in his sole discretion. Award of arbitration shall be final, conclusive and binding all parties to this contract.

N) GST :

- 1) Wherever bidders are required to supply services at project site , Party has to submit GST registration no. of the state in which project site is located along with copy of registration of certificate at the time of submission of Bid . In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
- 2) HSN Code/ SAC , rate of tax under GST and applicable GST (IGST , CGST /SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
- 3) GST portion of the invoice shall be released only upon :-



- i) All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - ii) Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government.
 - iii) Receipt of goods/services and Tax invoice by BHEL
 - iv) Confirmation of payment of GST Theron by contractor on GSTN portal
 - v) Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - vi) Contractor has to give an undertaking to BHEL that they have declared invoice in their return and paying GST within timeline prescribed for availing ITC by BHEL.
- 4) Payment to contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL .
- 5) In case GST credit is delayed/denied to BHEL due to non/ delayed receipt of services/goods and/or tax invoice or expiry of the timeline prescribed in GST law of availing such ITC , or any other reasons not attributable to BHEL ,GST amount shall be recoverable from the contractor along with interest levied /leviable on BHEL.

Reverse Charge under GST :

- i) In respect to services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30 days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- ii) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law.

Liquidated Damage /Penalty :

Liquidated damage (LD) or penalty if chargeable from suppliers / contractors as per NIT , applicable GST will be charged in addition to the same .

O) RISK and COST: If the work is not executed or partly executed within the agreed execution period, BHEL reserves the right to cancel the order and get the work executed from the alternate source(s) at the Risk and Cost of the Contractor. In such an event, it shall be obligatory on the part of contractor to make good any loss suffered by BHEL

P) TIME AND EXTENSION FOR DELAY :

The time allowed for execution, which shall be mutually agreed between BHEL and contractor, and mentioned in Work Order, along with these conditions shall be of the essence of the contract. The execution of work shall commence immediately and not later than 15th day after the date on which the Engineer-in-charge issues written order to commence work or from date of handing over the plant whichever is later unless specified otherwise elsewhere. If contractor commits default in commencing the execution of work as aforesaid, Company/Corporation shall without prejudice to any other right or remedy be at liberty to cancel the order and forfeit the earnest money/ security Deposit.

- 1) As soon as possible after the contract is awarded, the Engineer-in-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract document for completion of work.

It shall indicate forecast of dates of commencement & completion of various activities to be done for completion of work as per contract. This may be amended as necessary by agreement between Engineer-in-



charge & contractor within limitations of time imposed in contract document & further to ensure good progress during execution of work.

2) If the work is delayed by :

- a) Force majeure, or
- b) Serious loss or damage by fire, or
- c) Delay on the part of other contractor or company/ corporation in executing work not forming part of contractor.
- d) Non-availability / release of the machines which is in the responsibility of company / corporation or,
- e) Any other case, which is in the absolute discretion of the accepting authority and is beyond contractor's control.

Then upon the happening of any such delay, contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall never lose constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 3) Request for extension of time to be eligible for consideration shall be made by the contractor in writing within seven days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period for which the extension is required.
- 4) The accepting authority may give a fair and reasonable extension of time for completion work. Such extension shall be communicated to contractor by Engineer-in-Charge in writing within the month of the date of the receipt of such request.

Q) FORCE MAJORE : Notwithstanding anything contained in the contract, neither BHEL nor the Contractor shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' which directly affects the obligations to be performed by the BHEL or the contractor; Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities; over which the BHEL or the contractor has no control.

The party claiming to be affected by force majeure shall notify the other party in writing without delay, within two weeks from the occurrence of such situation and on the cessation thereof. Extension of time sought by the contractor along with supporting evidence and so granted by BHEL for the work affected, if any, shall not be construed as waiver in respect of remaining execution. Rescheduling of execution on account of force majeure conditions, if so agreed by BHEL, will not entail the contractor to claim any increase in the price on whatsoever account.

Notwithstanding above provisions, BHEL shall reserve the right to cancel the Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements. If deemed necessary, BHEL may takeover partly processed work at a mutually agreed price

R) TAX DEDUCTION AT SOURCE :

TDS as per extent provisions of GST law shall be deducted from supplier / contractor bill .

S) JURISDICTION :

The jurisdiction in all cases shall be at Bhopal. Indian laws shall be applicable on all the statutory matters.



STATUTORY SAFETY CLAUSES APPLICABLE TO CONTRACTORS FOR CARRYING OUT WORK INSIDE BHEL BHOPAL ON WORKS CONTRACT

- 1) Contractor should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- 2) Work should be all the time during the execution period to be supervised either by the contractor himself or by qualified authorized supervisor of the contractor.
- 3) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety Precautions and rules. Contractor should provide and ensure use of Safety Belts, Face Shield, Nose & Mouse Masks, Goggles, Glasses, Ear Plug, Welding Shields, Hand Gloves, Safety Shoes etc. by his workers for safe working.
- 4) Contractor should engage Skilled Riggers and Slingers for handling and Shifting of Plants & Equipment and other heavy jobs. Proper size of Slings and 'D' Shackles should be used in consultation with BHEL Supervisor/ Engineer. In no case under capacity or rejected or damaged Slings/ 'D' Shackles should be used.
- 5) Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts. Contractor himself should supervise the work while working at height or handling of Heavy Plants & Equipment; and should intimate in writing to concerned BHEL Supervisor/ Engineer before commencement of work.
- 6) Contractor should ensure that none of the employees work without putting on Safety Shoes. No worker should be allowed to come inside the factory putting on Slippers or Chapples.
- 7) Contractor should inform in writing concerned BHEL Supervisor/ Engineer and BHEL Fire Officer before commencement of any type of Welding work at a height or at Hazardous area where danger of catching Fire exists.
- 8) Contractor himself or any of his worker should in no case operate BHEL's EOT/ Mobile Cranes, Jumbo / Fork Lift Trucks/ Tractors and any of the Machine Tools & Equipments.
- 9) In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker/ workers and should provide Compensation as per M. P. Govt. Workmen's Compensation Act' 1923, in case of injury or casualty causing out of accident while on work to his workers.

Annexure - 5

Contractor's Obligations & Statutory Compliances to be ensured by Contractors in Work Contract

1. CONTRACTUAL:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership Firm/ Company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/ misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm/ company. The Uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the Uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) . Contractor shall provide to his employees all tools, tackles, and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments, tools and tackles.



- o) Contractor shall provide safety appliances and maintain the same at his own cost, which may be required under the statute of otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

2. **Towards Statutory Liability:**

- a) Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

- .. **Contract Labour (R&A) Act 1970 and rules 1971.**
- .. **Payment of Wages Act.**
- .. **Minimum Wages act 1948, M.P. Rules 1958**
- .. **Employees State Insurance Act 1948, Rules and regulations 1950**
- .. **Employees Provident Fund Act 1952 and Pension Scheme 1995**
- .. **Workmen's Compensation Act 1923**
- .. **M.P. Industrial Relations Act 1960.**
- .. **Factory Act 1948**
- .. **Maternity Benefit Act 1961**
- .. **Equal Emolument Act 1976**
- .. **M.P. Shram Kalyan Nidhi Adhiniyam 1982**
- .. **Payment of Bonus Act 1963**
- .. **Inter State Migrant Act.**

All statutory requirements under Minimum Wages Act, 1948, Payment of Wages of Act, 1936, Workmen Compensation Act 1923, E P F & M P Act 1952. Payment of Gratuity Act 1972, E S I Act 1948, The Contract Labour (R&A) Act 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax and all other applicable Acts shall be complied with by the contractor.

- b) Contractor shall comply with all statutory requirements, rules, regulations and notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages and additional wages as recommended by BHEL, 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 the EPF & M.P. 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.
- f) Contractor shall produce proof of deductions as well as remittance of PF, EDLI, Pension ESI contribution, Administrative Charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees one day before the last day of the month.
- 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 & M.P. Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/ other dues/ running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.



- j) Contractor shall indemnify BHEL against all claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees/ equipment/ tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of his property and/ or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF & M.P. 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 Act and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p). Contractor shall observe Provisions of Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/ third shift, overtime, Sundays or on other declared holidays without written permission.
- q). In case of the contractor employs Women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night – hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r). Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s). Contractor to obtain license under CL (R&A) Act, 1970.

The above said statutory compliances have to be strictly ensured and any complaint received in this regard would be severely dealt with including termination of contract as well as delisting of the contractor for future.

Signature of the Contractor

Date:



GUIDE LINES IN CASE OF ACCIDENT

A. Steps to be followed:

- 1) Locate the contractor & also inform CLC with the full details of the injured person and accident.
- 2) Take the injured person immediately hospital for first aid to.
 - a) ESI Hospital b)OHS of BHEL
- 3) The contractor should report the accident in form 16 to Manager (ESI), Sonagiri, Bhopal within 24 hours of accident.
- 4) After First aid treatment, the contractor should immediately take his employee for further treatment & admission at ESI Hospital, if required. In case of hospitalisation in Kasturba Hospital, the contractor shall deposit necessary amount in the hospital, for getting the treatment & get his employee discharged as soon as possible for further treatment in ESI hospital.
- 5) Contractor should inform the concern department & contract labour cell in case where absence is more then 48 hours.
- 6) Contractor should inform the date of joining to the CLC for informing the statutory authority.

B) Benefits from ESI as per ESI Act

- 1) Disablement benefits at @ 70% of wages for his absence from work, if the injured person avails the medical treatment in ESI hospital.
- 2) In case of partial / permanent disablement the compensation as judged by Medical Board will be paid by ESI for life, proportionate to the loss of earning capacity.

As the disablement benefit / sickness benefit is given by ESI, it is advisable that the contractor should help the injured employee to take treatment in ESI Hospital only and also for availing all statutory benefits.

C) Reporting of Accident by concerned department

Procedure as being followed for regular employee in BHEL Bhopal should be followed for employees of the contractor also.