



## INVITATION TO TENDER

**Ref: OPS/OS/SC/2016-17/28/045**

**Date: 24.10.2016**

**Sub:** Hiring of Hydra - Crane for Loading / Unloading at Logistics and MM stores department for a period of One year Reg.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE	EMD	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Hiring of Hydra - Crane for Loading / Unloading at Logistics and MM stores department for a period of One year	6.47 Lakhs	12,936/-	One Year	08.11.2016 up to 14.00 Hrs.

### 1. ELIGIBILITY CRITERIA

- I) Average annual turnover of the contractor during the last 3 years ending 31st March 2016 should be at least 30% of the estimated value. (i.e. 1.94 Lakhs). In case annual turnover for FY 2015-16 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31st March 2015 shall be considered.

Tenderer should enclose EPF, ESI, PAN, Service Tax New registration no., Income tax returns for last three years (FY 2013-14, 2014-15 & 2015-16) and Profit & Loss account and Balance Sheet certified by the Auditor for the last 3 years.

- II) The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> Sept 6 as given below:
- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. 2.59 Lakhs each)
- OR
- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. 3.23 Lakhs each)
- OR
- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. 5.17 Lakhs)

Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

**Note : Similar work means carrying out of works by deploying Hydra - Crane.**

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

### 2. SCOPE OF THE WORK

Work is to be carried out as per special terms & conditions (Annexure I), General terms & conditions of tender (Annexure II) and as per schedule of Quantities & Rates.

### 3. LOCATION OF WORK

The subject work is to be carried out with in BHEL HPVP including extended factory premises.

**4. CONTRACT PERIOD:**

Contract is valid for a period of one year from date of work order.

**5. EARNEST MONEY DEPOSIT**

- I. The tender shall submit EMD for 12,936/- (Rupees Twelve Thousand Nine Hundred & Thirty-Six only) in the following forms:
  - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker , Visakhapatnam along with offer

II. EMD by the tenderer will be forfeited as per NIT conditions, if:

- a) 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.
- b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
- c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant contractors

III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

IV. EMD shall not carry any interest.

V. EMD of successful tenderer will be retained as part of Security Deposit.  
successful bidder.

**Note:** Micro & Small Enterprises (MSEs) are eligible for exemption of Tender cost & EMD as per clause no. 32 annexure II.

**6. SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause 9 of annexure - II.

**7. PAYMENT TERMS:**

Bills shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms from time to time. No advance in any form is payable by BHEL

**Note:** All payments will be released only through RTGS. Electronic Funds Transfer (EFT) form (Refer Annexure-B) duly Filled and certified through bank may be enclosed.

**8. PENALTY:**

Contractor has to place the crane within one day from the date of intimation otherwise penalty of 300/- will be deducted per day from their bills.

**9. INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

**10. VALIDITY OF THE OFFER:**

The offer shall be valid for a period of **3 months** from the last date for tender submission.

**11. RISK PURCHASE:**

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

**12. PRICE SCHEDULE, TAXES & DUTIES:**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except service tax. However, Service Tax as applicable shall be reimbursed on submission of proof of payment along with the bill.
- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- g. All rates shall be quoted in the tender format only.
- h. Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed. If there is a discrepancy between amount in figures & words, 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. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.

**13. REVERSE AUCTION:**

BHEL reserves the right to opt for Reverse Auction at its discretion instead of opening the price bids submitted in sealed envelope and any information regarding the reverse auction shall be decided after technical evaluation and shall be intimated to the bidders at appropriate time. General terms and conditions governing RA are mentioned in the special conditions at Annexure-V. The bidders are requested to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids in case BHEL decides to go for RA.

In case BHEL decides to go for RA, only those bidders who give their acceptance will be allowed to participate in RA and these bidders shall have to necessarily submit RA.  
Non-submission of he bidder will be considered as tampering of the tendering process and will invite action by BHEL as per extent guidelines in vogue.

**14. GENERAL:****14.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

**14.2 Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.**

14.3 **BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**

14.4 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved before submission of their offers.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to Outsourcing department, BHEL, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

14.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders or opt for Reverse Auction as per applicable guidelines.

14.6 The following documents (enclosed) shall form part of the contract including this NIT.

**PART - I : TECHNO COMMERCIAL BID**

- |   |                  |
|---|------------------|
| a) Special Terms & Conditions   | : Annexure I     |
| b) General Terms & Conditions of Tender   | : Annexure II    |
| c) Safety Precautions to be Taken by The Contractors  | : Annexure III   |
| d) Terms And Conditions With Regard To Compliance<br>Of Various Labour Laws by the Contractors for BHEL | : Annexure IV    |
| e) Terms & Conditions of Reverse Auction  | : Annexure V     |
| f) Acceptance to the tender terms & conditions  | : Annexure VI    |
| g) Minimum Wages as per Central Labour Department   | : Annexure - VII |
| h) Contractor Information   | : Annexure VIII  |
| i) Check List   | : Annexure IX    |

**PART - II: PRICE BID**

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|---|--------------|
| j) Price Bid (Schedule of items and Bill of Quantities) | : Annexure X |
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**15.0 TENDER SUBMISSION:**

15.1 The Bid shall be submitted in two parts.

**Part-I: Techno-Commercial Bid shall be placed in one cover** along with the following documents:

- (i) All Pages of tender document duly signed & stamped.
- (ii) Earnest Money Deposit @ 12,936/-.
- (iii) Income Tax Return Certificate / acknowledgement of the IT Returns for the last 3 years.
- (iv) Copy of P.F. Registration Document.
- (v) Copy of E.S.I Registration Document.
- (vi) Experience Certificates in line with eligibility criteria.
- (vii) Copy of PAN.
- (viii) Copy of Service Tax Registration Document.

**Part-II: Price Bid** in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part I & Part II bids shall be placed in **another bigger size envelope** duly superscribing the **Tender No. & Subject** on the envelope.

15.2 The tender completed in all respects **shall be dropped** in the **Outsourcing tender box** kept at reception counter, ADM building **latest by 14.00 Hrs. on 08.11.2016**.

Bidders may also send their offers by Post to  
HPVP, Visakhapatnam 530012 .

BHEL -

Last date for receipt of tenders is **08.11.2016 up to 14.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

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15.3 Submission of an offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

16.0 **OPENING OF TENDERS** :

Techno-commercial Bids will be opened on **08.11.2016 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

**If bids are not accompanied by requisite Earnest Money Deposit along with Part – I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,



Sr. Manager (OS)

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1. The crane offered shall be in good working condition.
2. In case the rates quoted by the tenderers is tie or equal the tenderers may require to produce the cranes to BHEL's official for inspection at HPVP, Visakhapatnam. Preference will be given for latest model crane with better condition.
3. BHEL's decision regarding acceptance or rejections of any crane(s) is final.
4. Xerox copies of the latest documents demanded in the questionnaire shall be sent along with the offer like RC, Tax, Insurance, Crane test certificate.
5. The crane is required for a period of One year. The period of contract may likely to be extended subject to mutual agreement between BHEL and the Contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also if not otherwise decided.
6. The reporting and releasing time for the crane is likely to vary as per the requirements of BHEL.
7. No crane shall be allowed to be parked inside BHEL premises after the stipulated working hours.
8. The crane should report in full readiness for the entire day's operation with sufficient fuel & other consumables with fitting crew. The crane & crew should be made available continuously throughout the contract period including Holidays and Sundays without any break according to BHEL requirement.
9. The contractor should not sell/lease /sublet /release the crane & crew engaged under this contract for the entire contract period without prior written permission of BHEL. If the crane is put into use through lease, the same shall not be cancelled or allowed to be expired throughout the execution of the contract.
10. During the contract period, if the contractor is not able to provide the required number of crane on any day or part thereof, risk purchase clause as per cl.18 of General conditions of contract will be operated. In addition, a penalty of Rs.300/- per crane per shift will be deducted additionally for the absence.
11. However, during such absence contractor will be permitted to provide alternate crane in good working condition with prior permission of BHEL, in which case penalty as per clause 10 will not be levied.
12. During the contract period the contractor shall maintain the crane always in good working condition to the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case they are not so well maintained to the satisfaction of BHEL.
13. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license etc. and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
12. The contractor shall pay necessary taxes and keep the fitness certificate for the crane valid during the contract period.
13. The contractor shall check for exhaust emission test and obtain fitness of their crane once in 6 months to meet the statutory norms laid by AP Pollution Control Board, without which crane will not be allowed inside the factory.

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14. The contractor shall take comprehensive insurance cover including unlimited third party property damage cover for the crane during the contract period.
15. Proper trip register for crane as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.
16. It is the responsibility of driver to get filled the entire column in the trip register and got signed by the user and certified by the concerned department in charge. In case of loss of original trip register, BHEL reserves the right as not to entertain the claim. The Crew shall maintain discipline & good conduct. They shall keep conducive relationship with BHEL personal or their authorized representatives.
17. BHEL Security personnel shall check the cranes engaged as and when required.
18. The tenderer shall quote rate on hourly rental basis working per crane excluding `Lunch (food) break 30 minutes. The quoted rate should be inclusive of all other fixed & variable expenses. Service tax if any shall be paid extra on production of relevant documents.
19. Payment will be made based on the basis of actual working certified by the official in-charge.
20. Bills shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms from time to time. No advance in any form is payable by BHEL.
21. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
22. The contractor has to bring lifting tackles for handling 10Tons load, which is to be approved by BHEL competent authority. Lifting tackles required for handling BHEL typical jobs shall be provided by BHEL on free of cost. In case of damage / loss to the special lifting tackles & tools issued by BHEL, cost of the same will be recovered from the contractor as per BHEL norms & policy.
23. The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, and Insurance cover for their employees etc., while quoting rates, the above factors shall be taken into consideration.
24. Statutory deductions like IT etc. will be deducted from contractor's payment as required by law.
25. The contractor has to follow the below mentioned without fail.
  - a. Minimum wages as announced by the government from time to time to be paid.
  - b. Annual Bonus shall be paid @ 8.33% (minimum) of the annual Wages.
  - c. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
  - d. Paid weekly off shall be given for every six days of continuous work.
  - e. One day Earned Leave for every 20 days work shall be given.
  - f. P.F. and E.S.I contributions to be made at the prescribed rates on wages paid inclusive of adhoc amount as mentioned above.
  - g. Shall arrange to provide E.S.I medical cards.
  - h. Every month wage slip to the labour
  - i. Annual slip for the P.F. contribution to be issued
  - j. Annual returns for the P.F. and E.S.I payments to be filed
  - k. Safety and Personal Protective Equipment are to be provided
  - l. Maintain Attendance register
  - m. Maintain Wage register
  - n. Maintain Over time register
26. BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been short listed after technical bid evaluation.

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**SPECIAL TERMS & CONDITIONS**

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**27. Special conditions:**

Performance of the crane will be evaluated on monthly basis as per following criteria and suitable action including suspension/termination of the contract will be initiated after serving the notice.

- i) Average tonnage handled in a month.
- ii) Reporting time and leaving time from the work spot.
- iii) Ensuring 100% availability throughout the shift.

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**SIGNATURE OF TENDERER WITH SEAL**



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**GENERAL TERMS AND CONDITIONS FOR TENDER**

1. All entries in the tender documents should be made in one ink. Erasure and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
3. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
4. rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
5. Rates for each item of the tender schedule should be quoted in Rupees only. In case of any difference in rates quoted to figures and in words, the lower of the rates will be taken as the tendered rate.
6. Income-Tax & work contract tax will be deducted as per the Rules.
7. In the event of tender being submitted by the 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 latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

**8. Earnest Money Deposit:**

A. EMD is to be paid by the tenderers for securing fulfillment of any obligations in terms of the NIT.

B. **Modes of Deposit:** The EMD may be accepted only in the following forms:

- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
- b) Electronic Fund Transfer credited in BHEL account (before tender opening).
- c) Banker's Cheque / Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.

C. **Forfeiture of EMD:** EMD by the tenderer will be forfeited as per NIT conditions, if:

- a) 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.
- b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
- c) 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.

D. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

E. EMD shall not carry any interest

F. EMD of successful tenderer will be retained as part of Security Deposit

**9. Security deposit:**

A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.

B. The total amount of the 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.

**GENERAL TERMS AND CONDITIONS FOR TENDER**

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**C. Modes of Deposit:**

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

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) 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.
- e) 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)

**D. Collection of Security deposit:**

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance 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.

- E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.
- F. The security deposit shall not carry any interest.

10. **WORK EXPERIENCE CERTIFICATE:** The tenderer should furnish proof of his previous work experience in the Up-keep and Maintenance work in any recognized Industry / Organization.
11. Should a bidder find in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. (No extension of time shall be given for submission of the tender on any account.
12. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
13. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
14. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
15. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
16. Should a bidder\$ or a Contractor\$ or in the case of a firm or company of contractors/any of its shareholders\$ or shareholder\$ relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
17. Security Deposit may be refunded on completion of the work and on submission of No Due Certificate.

**GENERAL TERMS AND CONDITIONS FOR TENDER**

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18. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
19. Soon after acceptance of tender the contractor shall enter into a contract with BHEL, Visakhapatnam. The contract agreement shall be entered with BHEL, Visakhapatnam, on valid non judicial stamp paper of the value of Rs.100/- to be purchased by the contractor at his own cost. Unless the Contractor, whose tender is accepted, signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of the tender withdrawn.
20. After opening of tenders, a bidder 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, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn.
21. 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 therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.
22. Contractor shall make all payments to the workmen through bank by 10<sup>th</sup> of every month.
23. Tenders submitted by Post should be sent by ~~Registered~~ Post with Acknowledgement Due+. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
24. If a bidder expires after the submission of his tender or after the acceptance of his tender, then BHEL may at their discretion cancel such tender.
25. If the bidder deliberately gives wrong information in his tender BHEL, reserve the right to reject tender at any stage.
26. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
27. Contractor may read ~~BHEL WORK POLICY~~ available with the department for further clarification regarding our works contract policy.
28. **Towards Statutory Liability if applicable**
  - a) All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF, 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 latest version by the contractor
  - b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
  - c) Contractor shall ensure payment of statutory 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 shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
  - e) Contractor shall produce proof of deductions as well as remittances of PF, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.

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- f) Contractor shall be solely responsible for non-payment / delayed payment of wages /DA, contributions under EPF, ESI Act etc.
  - g) 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.
  - h) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
  - i) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
  - j) Contractor to obtain insurance cover for his employees / equipment / tools etc. and take third party risk insurance coverage at his own cost BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
  - k) Contractor should have independent code numbers / exemptions under EPF and ESI Act, 1948 and shall cover his employees under the said codes.
  - l) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
  - m) Over and above the daily wage rate, payment shall be made for leave with wages.
  - n) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
  - o) 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 authority's representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
  - p) Once the contract is awarded, it is the responsibility of contractor to pay wages due to intermediate minimum wages revision by Govt. and BHEL is not responsible to pay any additional amount due to such minimum wage revision by Govt.
29. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the workers during the period of contract.
30. The contract can be terminated at any time by giving one-month advance notice by BHEL.

**31. ARBITRATION:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by Unit Head.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof and the rules made there under shall apply to the arbitration proceedings under this clause. The award shall be a speaking and reasoned one and shall be final and binding on the parties. The venue of arbitration in all cases shall be at Visakhapatnam.

In case, there are different wordings/expressions of a same/identical clause at different places of this Tender Document, a stricter meaning of such clause which is in favour of BHEL will apply and binding on the bidder/Contractor.

**GENERAL TERMS AND CONDITIONS FOR TENDER**

::5::

32. ~~M~~**MSE** suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) **or** valid NSIC certificate **or** EM II certificate along with attested copy of a CA certificate (Format enclosed at **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer+.

**33. Fraud Prevention Policy:**

~~The~~ bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice+.

**34. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the Sr. Manager (Logistics) and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

35. **RECOVERY FROM CONTRACTOR:** - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**SIGNATURE OF TENDERER WITH SEAL**

**SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS**

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

**SIGNATURE OF TENDERER WITH SEAL**

**TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.**

- 1 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 2 The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
  - (a) The contract labour (Regulation and abolition Act 1970) and the related Andhra Pradesh Rules.
  - (b) The minimum wages Act 1948 and the related Andhra Pradesh Rules.
  - (c) The payment of wages act 1936 and the related Andhra Pradesh Rules.
  - (d) The Factories Act 1948 and the related Andhra Pradesh Rules.
  - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
  - (f) The Employees State Insurance Act 1948.
  - (g) The workmen's Compensation Act 1923.
  - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

**3 REGISTRATION AND LICENSING:**

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract
- (c) Period of work.
- (d) Number of maximum labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (f) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- 4 The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories/Assistant Commissioner of Labour as the case may be). This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- 5 The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- 6 The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.
- 7 The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.

**TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.****::2::**

- 8 The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- 9 WAGES: The contractor shall pay wages to the workmen employed by him/her at the rate, which shall not be less than the minimum wages applicable under Law from time to time.
- 10 The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- 11 The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period, in case the wage period is one week or a fortnight & in all other cases before 10<sup>th</sup> day of the following month.
- 12 All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- 13 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 14 Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
- 15 The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
- 16 The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. . . . . . has been paid to the workmen concerned in my presence on . . . . . at . . . . .
- 17 A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge each month in a form enclosed.
- 18 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.
- 19 Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form:
- a. Serial Number
  - b. Location
  - c. Period of work
  - d. No. of contract labour engaged during the month
  - e. No. of days worked
  - f. No. of man days worked
  - g. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month.



**TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.**

**::3::**

**REGISTERS RECORDS AND COLLECTION OF STATISTICS.**

- 20 The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and Andhra Pradesh state Rules there under shall be maintained by each contractor.
- a. Register of persons employed by the contractor.
  - b. Employment Card.
  - c. Service Certificate.
  - d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,
- 21 The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Telugu.
- 22 Half yearly return shall be sent by the contractor in duplicate to the licensing officer.
- 23 The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.
- 24 The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.
- 25 The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.
- 26 All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.

**WORKING HOURS AND WORKING CONDITIONS:**

- 27 No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.
- 28 The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
- 29 The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- 30 The contractor shall give four paid national holidays to his workers, viz 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October.
- 31 The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
- 32 The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he had worked for a minimum of 2/3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.

Ref: OPS/OS/SC/2016-17/28/045

Date: 24.10.2016

**TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.**

::4::

33 No women worker shall be required or allowed to work in the factory except between the hours of 6.00 A.M. and 7.00 P.M.

34 The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Andhra Pradesh contract labour Rules.

**NOTICE OF ACCIDENT:**

35 Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer Incharge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.

36 The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).

37 The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.

38 The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 2-1/4% of wages to be recovered from his/her workmen and 5% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.

39 The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.

40 The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.

As per the existing provisions every worker who has completed three months' continuous service or has actually worked for not less than 60 days within a period of 3 months or less shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 8-1/3% of wages will be recovered by the contractor from the wage of his contract labour. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.

41 The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.

**TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR  
LAWS BY THE CONTRACTORS FOR BHEL.**

**::5::**

- 42 The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
- 43 Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
- 44 The contractor shall abide by all the labour and other laws applicable to contract against all losses, claims, prosecution under any law.
- 45 In case of non-compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor.
- 46 Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.
- 47 General: Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

**SIGNATURE OF TENDERER WITH SEAL**

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.+

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to ~~REVERSE AUCTION PROCEDURE~~+i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at ~~Total~~ Cost to BHEL+like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice

**GENERAL TERMS AND CONDITIONS OF RA (REVERSE AUCTION)**

**:: 2 ::**

12. Bidders shall be required to read the %Terms and Conditions+ section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the sBusiness Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**SIGNATURE OF TENDERER WITH SEAL**

**Ref: OPS/OS/SC/2016-17/28/045**

**Date: 24.10.2016**

**Sub:** Hiring of Hydra - Crane for Loading / Unloading at Logistics and MM stores department for a period of One year.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

I / We give our acceptance to participate in Reverse Auction in case BHEL decides to go for reverse auction for this tender.

**Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.**

**SIGNATURE OF THE BIDDER WITH STAMP**

Ref: OPS/OS/SC/2016-17/28/045

Date: 24.10.2016

**MINIMUM WAGES AS PER CENTRAL LABOUR DEPARTMENT  
w.e.f 01.04.2016**

All values are in

<b>SL. No</b>	<b>DESCRIPTION</b>	<b>Unskilled</b>	<b>Semi Skilled</b>	<b>Skilled</b>
1	Minimum Wage	<b>307.00</b>	<b>347.00</b>	<b>407.00</b>
2	PF @ 13.6%	41.78	47.22	55.39
3	ESI @ 4.75%	14.58	16.48	19.33
4	Bonus @ 8.33%	25.57	28.90	33.90
5	Leave Wages (18 days / Year)	17.71	20.01	23.48
6	Terminal Benefit for (15 days / year)	15.75	16.68	19.56
7	Holidays for 10 days	9.83	11.12	13.04
	<b>TOTAL</b>	<b>432.22</b>	<b>487.41</b>	<b>571.70</b>

**CONTRACTOR INFORMATION**

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	



**CHECK LIST**

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ 12,936/-		
04.	PF Registration Certificate		
05.	ESI Registration Certificate		
06.	Service Tax Registration Certificate		
07.	PAN Number		
08.	Avg. Annual Turnover Certificate for the last 3 years duly certified by a Practicing Chartered Accountant		
09.	Income Tax Returns for last 3 years (FY 2013-14, 2014-15 & 2015-16)		
10.	Profit & Loss account and Balance Sheet for the last 3 years duly certified by a Practicing Chartered Accountant		
11.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
12.	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b> valid NSIC certificate <b>or</b> EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>annexure-A</b> where deemed validity of EM II certificate of five years has expired)		

**Certificate by Chartered Accountant on letter head**

This is to certify that M/S \_\_\_\_\_ .  
 (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_  
 \_\_\_\_\_ is registered under MSMED Act 2006,  
 (Entrepreneur Memorandum No (part-II) \_\_\_\_\_ dated  
 \_\_\_\_\_, Category: \_\_\_\_\_ (Micro/small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year \_\_\_\_\_ as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of small scale industries vide its notification No.S.O.1722(E) dated October 5, 2006:  
 \_\_\_\_\_ Lakhs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and Furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
 \_\_\_\_\_ Lakhs

**(Strike off whichever is not applicable)**

The above investment of \_\_\_\_\_ Lakhs is within permissible limit of \_\_\_\_\_ Lakhs for \_\_\_\_\_ Micro/ Small (strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is \_\_\_\_\_ (dd/mm/yyyy) Which is within the period of 3 year from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number .

Seal of Chartered Accountant

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL, HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with name & seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp  
and name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal  
Operating the contract / Services

# **PART . II**

## **( PRICE BID )**

**PRICE BID**

Ref: OPS/OS/SC/2016-17/28/045

Date: 24.10.2016

**Sub:** Hiring of Hydra - Crane for Loading / Unloading at Logistics and MM stores department for a period of One year

**SCHEDULE OF QUANTITIES & RATES**

SL No	DESCRIPTION OF WORK	UNIT	QTY (Approx)	Unit Rate In	Total Amount in
1	Providing Mobile Hydra Crane service of 12T capacity to handle the material of individual weight up to 12 MT on <u>Hourly rental basis</u> to Logistics & Stores departments of BHEL-HPVP Visakhapatnam	Hrs.	1,960		

**Total Amount in Words:****Note:**

- 1) The quantity indicated above is approximate and may vary on both sides subjected to the requirement of BHEL - HPVP shops. However, payment shall be made for the actual quantities only.
- 2) Contractor shall pay the minimum wages to the contract labour as notified by Central Labour Department from time to time. Contractor has to pay as per recent G.O. in force from time to time and no extra claim can be entertained on this score.  
In addition to the above the contractor has to comply with all the statutory requirement such as PF, ESI, Bonus, Leave wages, Retrenchment compensation etc.
- 3) **The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.**
- 4) **L1 shall be evaluated based on quoted total amount.** However, BHEL reserves the right to negotiate with L1 vendor.
- 5) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except service tax.** However, Service Tax as applicable shall be paid by contractor and same shall be reimbursed on submission of proof of payment.
- 6) Tenderer should quote the unit rates and the amounts in figures. In case of any mismatch between the quoted unit rates and amounts, the quoted unit rates shall be considered as final. If there is a discrepancy between amount in figures & words, 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. If there is a error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and total shall be corrected accordingly.

**SIGNATURE OF THE BIDDER WITH STAMP**