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| BHARAT HEAVY ELECTRICALS LIMITED | | | | | | | | | |
| RAMACHANDRAPURAM :: HYDERABAD | | | | | | | | | |
| <u>M&S - P&C</u> | | | | | | | | | |
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| <u>ABSTRACT OF TENDER DETAILS</u> | | | | | | | | | |
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| Name of Work : | | "ANNUAL MAINTENANCE CONTRACT FOR 256 Nos.OF CRANES (EOT,GANTRY,JIB ETC.)IN VARIOUS SHOPS" | | | | | | | |
| Tender Notice No. | | M&S/P&C/2020/35 | | DATE: 29.07.2020 | | | | | |
| | | | | | | | | | |
| S.No. | Description | Enclosure details | | | | | | | |
| 1 | Vendor/Firm Details : | | | | | | | | |
| 2 | Contact Person : | | | | | | | | |
| 3 | Mobile No. | | | | | | | | |
| 4 | Email ID | | | | | | | | |
| 5 | Document cost | (DD to be enclosed) | | | | | | | |
| 6 | EMD | (DD to be enclosed) | | | | | | | |
| 7 | Turnover Details certified by CA | (Copies to be enclosed) | | | | | | | |
| 8 | Experience Details | (Copies to be enclosed) | | | | | | | |
| 9 | ESI Registration certificate | (Copy to be enclosed) | | | | | | | |
| 10 | PF Registration Certificate | (Copy to be enclosed) | | | | | | | |
| 11 | Labor Licence details (if applicable) | (Copy to be enclosed) | | | | | | | |
| 12 | GST Registration details | (Copy to be enclosed) | | | | | | | |
| 13 | PAN Card Details | (Copy to be enclosed) | | | | | | | |
| 14 | BHEL Vendor Code : (if available) | | | | | | | | |
| NOTE: | | VALID NSIC OR MSME (with CA certified) VENDORS ARE EXEMPTED FOR PAYMENT OF DOCUMENT COST & EMD. | | | | | | | |
| <u>Signature of the Contractor</u> | | | | | | | | | |
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| NOTICE INVITING TENDER FOR WORKS CONTRACT | | | | | | | | | |
|---|--|--------------------------------|--|--|--|---|--|--|--|
| Name of the department : Maintenance & Services | | | | | | | | | |
| Tender No . | | M&S/P&C/2020/35 | | Dated | | 29.07.2020 | | | |
| 1. Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in two part bid from eligible /Contractors, who fulfill qualification criteria as stipulated in NIT, | | | | | | | | | |
| for the work: | | | | "ANNUAL MAINTENANCE CONTRACT FOR 256 Nos.OF CRANES (EOT,GANTRY,JIB ETC.)IN VARIOUS SHOPS" | | | | | |
| 2 Sealed quotations in single cover consisting of two inner sealed covers (containing Technical bid as Part A & Price bid as Part B super scribing the Name of work, and Tender reference will be received | | | | | | | | | |
| Up to 10.00 AM on or before | | | | 18-09-2020 | | at vendor complex, besides administrative building, | | | |
| BHEL , Ramachandrapuram. Technical bid will be opened at 1.30 PM on the same date and further information if any, may be obtained from the office. | | | | | | | | | |
| 3 . The tender documents are also available in the Web Site of BHEL www.bhel.com. Those who wish to download in the same may do so. While submitting the tender documents, a demand draft/cash paid at BHEL cash office towards cost of tender document should be enclosed. The tender documents downloaded from the website without demand draft for the specific value will be summarily rejected. Corrigendum if any will be published in BHEL web site only. The brief scope of the work and information is provided below: | | | | | | | | | |
| 4 The salient features of the tender documents are as follows : | | | | | | | | | |
| i) Notice inviting Tender | | | | | | | | | |
| ii) Instruction to Tenderer | | | | | | | | | |
| iii) General terms and conditions | | | | | | | | | |
| iv) Duties and Responsibilities of Contractor | | | | | | | | | |
| v) Manpower | | | | | | | | | |
| vi) Contract Work description | | | | | | | | | |
| vii) Pro-forma for offering technical bid | | | | | | | | | |
| viii) Special terms and conditions of Contract | | | | | | | | | |
| ix) Price Bid Format | | | | | | | | | |
| x) Declaration by Contractor | | | | | | | | | |
| xi) Period of contract | | | | | | | | | |
| xii) Failure to comply with contract | | | | | | | | | |
| xiii) Payment to Contractor | | | | | | | | | |
| xiv) Sub-contract | | | | | | | | | |
| xv) Statutory requirement | | | | | | | | | |
| xvi) Copy of agreement between BHEL & Contractor | | | | | | | | | |
| 5 A set of tender documents (non-transferable) may be purchased on any working day (Monday to Saturday) between 09:00 hrs. and 14:00 hrs. from M&S-P&C Dept., BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs.1000/- only by way of crossed Demand Draft in favour of "BHEL-RC PURAM, HYDERABAD-32" or Pay online to Account Number : 62048154115 and IFSC Code : SBIN0020075. | | | | | | | | | |
| 6 In case, tender documents are requested by post, BHEL-HPEP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the Agency. | | | | | | | | | |
| (Signature & Designation of Official) | | | | | | | | | |

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| 1.0 NOTICE INVITING TENDER | | | | | | | | | |
| i. Tender Number & date | | | | : M&S/P&C/2020/35 | | Dated: 29.07.2020 | | | |
| ii. Name of the Work : | | | | : "ANNUAL MAINTENANCE CONTRACT FOR 256 Nos.OF CRANES (EOT,GANTRY,JIB ETC.)IN VARIOUS SHOPS" | | | | | |
| iii. EMD : | | | | : Rs 144300 | | | | | |
| iv. Approximate Estimated value of work | | : Rs | | 7213308 | | | | | |
| v. Cost of tender documents : | | | | :Rs 1000 | | | | | |
| vi. Last date for sale of tender documents | | : | | 17-09-2020 | | time :14.00 hrs | | | |
| vii. Last date for receipt of tender | | : | | 18-09-2020 | | time: 10:00 Hrs | | | |
| viii. Date, time and place of tender opening | | : | | 18-09-2020 | | 13:30 Hrs Vendor Complex, Admn Bldg | | | |
| ix. Contract Period | | | | : ONE YEAR | | | | | |
| x. Maintenance period : | | | | : NIL | | | | | |
| 2.0 PREQUALIFICATION REQUIREMENTS: | | | | | | | | | |
| The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid (Technical): | | | | | | | | | |
| i) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year (should submit balance sheet & P&L account for last 3 years – certified by Chartered Accountant), should be at least 30% of the estimated cost. Further, the tenderer fail to submit the figure (s) for 3 years, non-submitted year will be considered as “0” (Zero) for averaging the turnover. In the 3 years turnover, previous year turnover is compulsory. | | | | | | | | | |
| ii) Particulars of experience / credentials for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) 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 each costing not less than the amount equal to 40% of the estimated cost. | | | | | | | | | |
| OR | | | | | | | | | |
| b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. | | | | | | | | | |
| OR | | | | | | | | | |
| c. One similar completed work costing not less than the amount equal to 80% of the estimated cost. | | | | | | | | | |
| d. Experience certificate issued by BHEL, RC Puram in case any work executed in BHEL, RC Puram for past three years. Any adverse remarks in the experience certificate will be a disqualification factor. | | | | | | | | | |
| In case of experience certificate of other than BHEL, the certificate is to be supported by Form 26AS, PO's. | | | | | | | | | |
| e) Similar Work Means : | | (i) Experience in AMC of EOT / Gantry Cranes(of minimum 25Nos) of which 2Nos of cranes are ≥50Tons capacity. <div style="text-align: center;">//OR//</div> (ii) Experience in supply,E&C of EOT/ Gantry Cranes ≥50Ton capacity (atleast 7Nos in last 7years) . NOTE: Experience in areas other than EOT / Gantry Cranes will not be considered | | | | | | | |
| iii) “The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the | | | | | | | | | |
| iv) (a) Valid ESI Registration/Workmen compensation Insurance (b) P.F. Registration as per applicability | | | | | | | | | |
| v) GST Registration certificate issued by Competeny Authority | | | | | | | | | |
| vi) PAN No. (In case not available, proof of having applied with acknowledgement from concerned). | | | | | | | | | |
| Signature of the contractor | | | | | | | | | |

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| 2.1 INSTRUCTIONS TO TENDERER | | | | | | | | | |
| 2.1.1 Tender is a two part bid system. The tender documents consist of Part – A and Part - B as detailed below: | | | | | | | | | |
| Part 'A': Techno-commercial Bid-To be submitted in sealed cover to open on . | | | | | | | | 18-09-2020 | |
| Part 'B': Price Bid to be submitted in sealed cover as per Tender conditions. | | | | | | | | | |
| 2.1.2 Part 'A' must be duly completed and super-scribed "Tender Enquiry No. | | | | | | | | M&S/P&C/2020/35 | |
| dated 29.07.2020 | | Part 'A' Techno-commercial Bid". The tenderer shall not indicate the price/ rate in the | | | | | | | |
| PART-A: Techno-commercial bid. The tenderer shall expressly accept all the terms and conditions of the Tender. The tender which does not comply with the BHEL's Terms & Conditions may be rejected. | | | | | | | | | |
| 2.1.3 Part 'B' must be duly completed with reference to the tender conditions and put in a separate | | | | | | | | | |
| sealed envelope super-scribed "Tender Enquiry No | | | | M&S/P&C/2020/35 | | Dated : 29.07.2020 | | | |
| Part 'B' - Price Bid " | | | | | | | | | |
| 2.1.4 The Techno commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the tenderer (at the bottom of each page) as a token of acceptance. | | | | | | | | | |
| 2.1.5 Part 'B'– the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL. | | | | | | | | | |
| 2.1.6 Part 'B' Price bid will be opened only in respect of those tenderers who are qualified in Techno- Commercial Bid. | | | | | | | | | |
| 2.1.7 The tender forms both Part 'A' & 'B' duly filled in all respects shall be signed on each page by the tenderer. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the tenderer however is permitted. | | | | | | | | | |
| 2.1.8 The tenderer should submit the tender documents intact without detaching any page or pages. | | | | | | | | | |
| 2.1.9 The Name of the tenderer should be written or the contractor's seal to be put on the sealed envelope. | | | | | | | | | |
| 2.1.10 Before making the offer, the tenderers are advised to carefully go through the terms & conditions, which form part of the Agreement. | | | | | | | | | |
| 2.1.11 All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form should be filled without leaving any column blank in any page of the tender. In case any of the columns is left blank, the tender would be rejected. | | | | | | | | | |
| 2.1.12 The price/rate should be quoted in figures as well as in words. | | | | | | | | | |
| 2.1.13 Each and every page of tender documents should be stamped & signed by the tenderer. | | | | | | | | | |
| 2.1.14 Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and should be deposited in the Vendor Complex, BHEL-RC Puram, Hyd-32 addressed to Sr.Manager/M&S-P&C, BHEL, RC Puram, Hyderabad-32 so as to reach on or before 10:00 hrs. will be opened at the specified date in the presence of the tenderers or their representative who are notified to attend the tender opening. | | | | | | | | | |
| 2.1.15 For any further details required, P&C section, M&S Division, 02 Annexe Ground Floor, BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos.040-23183809/2928 | | | | | | | | | |
| 2.1.16 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. The company has no obligation to accept the lowest tender. Offer of the Tenderer if prima-facie found not comparable with the quantum of work envisaged and the bid is a desperate effort to be L1, then the offer is liable to be rejected. BHEL's decision in this regard shall be final and binding. | | | | | | | | | |
| BHEL reserves the right to reject the tender of bidder, who committed default and having bad track record in execution of previous contracts in BHEL. For the purpose of this clause default and bad track record means violation of labour laws (such as non-payment of wages within time, non-payment of ESI,PF contribution , Non payment of bonus) and backing out from contract after reverse auction or after receipt of Service PO / entering of agreement etc., | | | | | | | | | |
| | | | | | | | | | |
| Signature of the contractor | | | | | | | | | |
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| | 2.1.30 Successful tenderers shall enter into an Agreement on stamp paper of 200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL. | | | | | | | | |
| | 2.1.31 The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected. | | | | | | | | |
| | 2.1.32 BHEL reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason. | | | | | | | | |
| | 2.1.33 If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage. | | | | | | | | |
| | 2.1.34 If the tenderer indulges in any unethical practice for securing the contract, the offer of such tenderer shall be rejected. | | | | | | | | |
| | 2.1.35 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address. | | | | | | | | |
| | 2.1.36 SITE VISIT: | | | | | | | | |
| | a. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour related procedures & practices. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work | | | | | | | | |
| | b. The tenderer/Bidder and any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However the bidder shall express condition that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. | | | | | | | | |
| | c. The Bidder should inform the BHEL at least 2 days (time may be fixed in consultation with tender issuing authority) in advance about the proposed site visit. The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc. | | | | | | | | |
| | d. In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the BHEL | | | | | | | | |
| | 3.0 GENERAL TERMS AND CONDITIONS | | | | | | | | |
| | i) Contractor shall obtain Labour License (Central / State Government) before commencement of work as applicable. | | | | | | | | |
| | ii) In case Contractor engages labour from outside Telangana State to execute the said work, he is required to obtain licence under Inter State Migrant Workmen (RE&CS) Act 1979 | | | | | | | | |
| | iii) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential | | | | | | | | |
| | | | | | | | | | |
| | Signature of the contractor | | | | | | | | |

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| | iv) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process | | | | | | | | |
| | v) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only. | | | | | | | | |
| | | | | | | | | | |
| | 3.1 ELIGIBILITY CRITERIA | | | | | | | | |
| | 3.1.1 In case the contractor is a Partnership Firm or a Company, the same should be a registered under the relevant Indian Partnership Act 1932 or Companies Act, 1956 and well established organization having at least three years existence in business consecutively for the past three years. | | | | | | | | |
| | 3.1.2 The Successful tenderer has to get the license from Labour Dept., under Contract Labour (Regulation & Abolition) Act 1970 for the areas and nature of work, which they will be performing as part of the contract. | | | | | | | | |
| | 3.1.3 Tenderer should have independent ESI Employer code under ESI Act 1948. | | | | | | | | |
| | 3.1.4 Tenderer should have independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952. | | | | | | | | |
| | 3.1.5 Photocopy of letter from ESI Corp. and PF Commissioner's Office to establish that tenderer is independently registered as an employer under ESI and PF to be produced. | | | | | | | | |
| | 3.1.6 The tenderer shall also mention the PAN Number issued by Income Tax Department, copy of the PAN card or PAN number allotment letter shall be submitted along with the tender documents. | | | | | | | | |
| | 3.1.8 There should be no litigation or charge under investigation / enquiry / trial against the Tenderer, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Tenderer shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated. | | | | | | | | |
| | 3.1.9 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason. | | | | | | | | |
| | 3.1.10 In case the tenderer has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated. | | | | | | | | |
| | 3.1.11 For the works which are continuous in nature, and which require regular interaction and monitoring, the contractor shall have an Office/Establishment in Hyderabad. Absence of such an arrangement may lead to disqualification of the Tenderer. | | | | | | | | |
| | | | | | | | | | |
| | 3.2 EARNEST MONEY DEPOSIT: | | | | | | | | |
| | 3.2.1 An amount of Rs. 144300 towards EMD shall be submitted by Demand Draft/ | | | | | | | | |
| | Banker's cheque drawn on any nationalized bank / scheduled bank in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment shall be accepted. EMD shall not carry any interest. | | | | | | | | |
| | 3.2.2 Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers. | | | | | | | | |
| | 3.2.3 EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit. | | | | | | | | |
| | 3.2.4 EMD may be forfeited if after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of BHEL | | | | | | | | |
| | 3.2.5 The EMD will be forfeited if the accepted tender is withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, proportionate amount of EMD will be retained. | | | | | | | | |
| | The EMD will be forfeited, if the Contractor fails to deposit the required Security deposit or commence the work within the period as per Service order. | | | | | | | | |
| | | | | | | | | | |
| | <u>Signature of the contractor</u> | | | | | | | | |
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| | 3.4.4 The tenderer shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Tenderer or his representative. | | | | | | | | | |
| | 3.4.5 The tenderer shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required. | | | | | | | | | |
| | 3.4.6 The tenderer shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Tenderer in making such payment, and payment of his bill will be deferred despite other legal action. | | | | | | | | | |
| | 3.4.7 The Income tax as applicable will be deducted from the bill of the contractor. | | | | | | | | | |
| | 3.4.8 Each tenderer will be required to maintain the daily attendance of his labours in the prescribed Pro-forma for accounting payment of wages, deduction towards ESI & PF Contributions, payment of Bonus (Contractor has to bear the Bonus expenditure), leave etc. | | | | | | | | | |
| | 3.4.9 The tenderer will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers if applicable. The bonus element is to be considered in the quote and BHEL shall not reimburse any amount towards this. The bonus amount payable shall be Under Contractor's Scope. | | | | | | | | | |
| | 3.4.10 The tenderer will have to extend paid National Holidays and Festival Holidays to their workmen as per BHEL RC Puram direction or as per the provisions of the relevant Act and the Rules thereof. However, if due to exigencies of work the contractor engages his workmen on National Holidays or Festival Holidays contractor shall pay additional wages as prescribed under the provisions of the Act. | | | | | | | | | |
| | 3.4.11 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). | | | | | | | | | |
| | <u>3.5 MANPOWER:</u> | | | | | | | | | |
| | 3.5.1 The Contractor shall provide the required manpower for executing the contracted work. The contractor shall not engage a person who is less than 18 years of age. | | | | | | | | | |
| | 3.5.2 The contractor shall be responsible for safety of his workers while they are engaged for work connected with the contract. The Contractor shall be responsible for the appropriate usage of the Uniform and PPE's by their workmen. | | | | | | | | | |
| | 3.5.3 The contractor, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Tenderer and his employees, the Tenderer alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise. | | | | | | | | | |
| | 3.5.4 The contractor will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control and supervise his workers and take down instructions from the designated officials of BHEL. The cost of deployment of Supervisor has to be borne by the Contractor. | | | | | | | | | |
| | 3.5.5 The contractor shall have full control over his workmen w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments. | | | | | | | | | |
| | 3.5.6 The contractor shall employ only such personnel who are medically fit. The company has right to direct the contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit. | | | | | | | | | |
| | 3.5.7 The contractor shall employ only such personnel who have not been found unfit for employment in Organizations such as Central/State/Public Undertakings by the Police authorities. Persons against whom criminal cases are pending or under investigation and persons found guilty of offences involving moral turpitude shall not be engaged for executing work. | | | | | | | | | |
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| | <u>Signature of the contractor</u> | | | | | | | | | |
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| 3.9 SUB-CONTRACTING | | | | | | | | | |
| The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without the previous express written approval of BHEL. | | | | | | | | | |
| 3.10 LAWS GOVERNING THE CONTRACT | | | | | | | | | |
| i) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time. | | | | | | | | | |
| ii) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time. | | | | | | | | | |
| iii) All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. | | | | | | | | | |
| 3.11 LEGAL JURISDICTION: | | | | | | | | | |
| i) In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction. | | | | | | | | | |
| 4.0 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR: | | | | | | | | | |
| 4.1 The duties, responsibilities and obligations of the contractor including statutory responsibilities mentioned in this document are indicative and not exhaustive. Contractors are required to confirm with the concerned authorities for proper and complete compliance. | | | | | | | | | |
| 4.2 The contractor will abide by the provisions of Child Labour (Prohibition & Regulation) Rules 1988. He should issue appropriate Appointment Letter to his Workmen. | | | | | | | | | |
| 4.3 The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by the contractor: (i) A notice showing the wage period and date of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75). (ii) A register of workmen Form XIII (Rule 75) (iii) Employment card Form XIV (Rule 76) (iv) Service Certificate Form XV (Rule 77) (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc. (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. Form – XXIV (Rule 82 (I)) with a copy to HRM Department regularly. (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification. | | | | | | | | | |
| 4.4 The contractor shall comply with the provisions of Contract Labour (R & A) Act 1970 including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules. | | | | | | | | | |
| 4.5 All the Contractors shall submit the half yearly / yearly returns to Regional Labour Commissioner (Central), Hyderabad or appropriate authority as required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department. | | | | | | | | | |
| 4.6 BHEL, HPEP, RC PURAM – Hyderabad is a Notified Area under the provisions for ESI Act 1948. The contractor shall comply with the provisions of ESI act, and will be responsible for any liability arising during the tenure of the work contract under the Act. The contractor should ensure ESI coverage and facilities to his workers (i.e. ESI code no. and ESI card etc.) as per ESI Scheme from ESI authorities including Medical Benefit etc. The contractor shall arrange for filing of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities. | | | | | | | | | |
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| Signature of the contractor | | | | | | | | | |
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| <p>4.39 In case the contractor makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL, be liable to be cancelled / terminated in part or in whole. In the event of such cancellation / termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by the contractor.</p> | | | | | | | | | |
| <p>4.40 The Contractor shall without fail give up-to-date information in writing of the attendance of the workers engaged by him. The Contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the Bill.</p> | | | | | | | | | |
| <p>4.41 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.</p> | | | | | | | | | |
| <p>4.42 During the currency of contract, if the contractor is awarded any other job work contract in BHEL, the contractor will have to inform the designated BHEL official before accepting the other work.</p> | | | | | | | | | |
| <p>4.43 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the sum equivalent to the EMD as per BHEL Works Policy shall be forfeited as per the Undertaking provided by tenderers, after a week's notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.</p> | | | | | | | | | |
| <p>4.44 In case of any extra work executed by the contractor, No extra amount will be paid by BHEL.</p> | | | | | | | | | |
| <p>4.45 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.</p> | | | | | | | | | |
| <p>4.46 BHEL shall have the right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.</p> | | | | | | | | | |
| <p>4.47 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas in which the work is being executed.</p> | | | | | | | | | |
| <p>4.48 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.</p> | | | | | | | | | |
| <p>4.49 The contractor shall be responsible for safe custody of BHEL's property like materials, tools etc., entrusted to him and if necessary arrange insurance at his own expense.</p> | | | | | | | | | |
| <p>4.50 The contractor shall be responsible to make good and rectify at his own expense any defect, which may develop or may be noticed within the period of the contract.</p> | | | | | | | | | |
| <p>4.51 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.</p> | | | | | | | | | |
| <p>4.52 BHEL Officer In-charge shall have the right to stop the work at any stage or at any time by giving the contractor seven days' notice in writing.</p> | | | | | | | | | |
| <p>4.53 ARBITRATION: All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit/his nominee as per the extant rules of the Company read with the provisions of The Arbitration and Conciliation Act, 1996 and amendments thereto. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitrator /Arbitral Tribunal 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 Sangareddy Courts.</p> | | | | | | | | | |
| <p>Signature of the contractor</p> | | | | | | | | | |

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| 6-A TECHNO-COMMERCIAL BID APPLICATION | | | | | | | | | |
| To, | | | | | | | | | |
| Bharat Heavy Electricals Limited | | | | | | | | | |
| H.P.E.P., RC PURAM, | | | | | | | | | |
| HYDERABAD-32 | | | | | | | | | |
| Dear Sir, | | | | | | | | | |
| I / We hereby offer to carry out the work | | | | "ANNUAL MAINTENANCE CONTRACT FOR 256 Nos.OF CRANES (EOT,GANTRY,JIB ETC.)IN VARIOUS SHOPS" | | | | | |
| | | | | | | | | | |
| Against Tender Enquiry No. | | | | M&S/P&C/2020/35 | | Dated: 29.07.2020 | | | |
| I /We have carefully perused the following documents connected with the above mentioned work | | | | | | | | | |
| and agree to abide with the same. | | | | | | | | | |
| 1. Notice Inviting Tender | | | | | | | | | |
| 2. Bid Application | | | | | | | | | |
| 3. Bid Questionnaire – A | | | | | | | | | |
| 4. Bid Questionnaire – B | | | | | | | | | |
| 5. Declaration by Tenderer (Part – A) | | | | | | | | | |
| 6. Instructions to tenderer | | | | | | | | | |
| 7. General terms and conditions | | | | | | | | | |
| 8. Specific terms and conditions | | | | | | | | | |
| 9. Evaluation of price bid | | | | | | | | | |
| 10. Scope of Work & Schedule-A | | | | | | | | | |
| 11. Price Bid Format (Part – B) | | | | | | | | | |
| I/ We further agree to execute all the works referred to in the said documents as per the General | | | | | | | | | |
| terms and conditions. | | | | | | | | | |
| I am / We are in possession of independent PF/ESI Code. | | | | | | | | | |
| I/We undertake to obtain applicable the PF/ESI coverage of all our workmen to be deployed for the above work and also | | | | | | | | | |
| agree for recovery of appropriate PF/ESI contribution from wages/bills | | | | | | | | | |
| Strike out which is not applicable | | | | | | | | | |
| Signature of Tenderer | | | | | | | | | |
| | | | | | | | | | |
| PART - A | | | | | | | | | |
| TECHNICAL BID - I | | | | | | | | | |
| Tender Enquiry No. | | | | : Date: | | | | | |
| Details of the Contractor: | | | | | | | | | |
| a) Name and address of the Firm: | | | | | | | | | |
| b) Name and address of the proprietor: | | | | | | | | | |
| c) Is any contract being operated under the Yes / No | | | | | | | | | |
| | | | | | | | | | |
| control of the tenderer in BHEL . | | | | | | | | | |
| (If yes furnish the details) : | | | | | | | | | |
| Location/ Address Value Date of Completion | | | | | | | | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| d) Is any relative of tenderer Yes / No | | | | | | | | | |
| | | | | | | | | | |
| employed in BHEL | | | | | | | | | |
| (If yes Furnish the detail) Name Staff no Location / Area | | | | | | | | | |
| | | | | | | | | | |
| Signature of the contractor | | | | | | | | | |

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