



## BHARAT HEAVY ELECTRICALS LIMITED

RAMACHANDRAPURAM: HYDERABAD  
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### OPEN TENDER NOTICE/ No.: M&S/P&C/2016/42 Date-01-08-2016

Sealed tenders are invited in two parts, i.e, (i) Techno-Commercial Offer and (ii) Price Bid, through registered post/ courier/ by hand by **13-09-2016 up to 10:00 AM** from **parties meeting the qualifying requirements** for the under-mentioned work. The party must submit documentary proof of meeting the qualifying requirement mentioned below

**Last date of submission of tender** : 13.09.2016 at 10:00 AM  
**Date of opening of Technical Bid** : 13.09.2016 at 2:00 pm  
**Place of submission of tender** Vendor Complex, Administrative Building, BHEL, RC Puam,Hyd

Tender document can be downloaded from our website ([www.bhel.com](http://www.bhel.com)). Tender cost (non-refundable) and EMD to be paid in the form of separate **Demand Drafts** made in favor of **Bharat Heavy Electricals Ltd, Hyderabad** or in form of Cash deposited in Cash Section, BHEL-RC puram,Hyderabad or in form of Pay order. Any request for tender document by post/courier will not be entertained in any case. However Tender document may also be obtained from the office of undersigned on submission of Cash Receipt obtained from Cash Section, BHEL,RC Puram,Hyderabad on deposition of the tender cost, on any working day between 08:00 AM to 03:00 PM till 12.09.16

<i>Name of work</i>	<i>EMDRs.)</i>	<i>Compl.Period</i>	<i>Tender Cost</i>
<b>Consolidated AMC contract for maintenance of cranes in various workshops.</b>	1,50,000/-	12 Months	1,000/- (Non-refundable)

1.	<b>Proofs in support of all should be submitted with the tender otherwise offer is liable to be rejected. The documents in support shall be accompanied with performance certificate issued by the customer on their letter head clearly specifying the address and contact details of customer for verification purpose. (All the documents submitted shall be self-attested and stamped by the party).</b>
2.	<b>Tenderer must submit proofs of PF Code No., ESI Code No., Service Tax registration (Business support service category) , Income Tax PAN No. and Labor License (else give undertaking to submit within 15 days after receipt of letter of intent for labor license only).</b>

**Note:**

- i) BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
- ii) If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
- iii) BHEL will not be responsible for the loss or delay of tenders in transit in any case.
- iv) All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall be hosted only at our website.

MANAGER/ M&S – P&C

## TENDER NOTICE FOR LABOUR/WORK CONTRACTS

Bharat Heavy Electricals Limited  
Ramachandrapuram :: Hyderabad – 32  
TENDER NOTICE

Name of the department : **Maintenance & Services**

Tender Notice No : **M&S/P&C/2016/42** Dated **01.08.2016**

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, **Consolidated AMC contract for maintenance of cranes in various workshops.**
2. Sealed quotations in single cover consisting of two inner sealed covers (containing Technical Bid as Part A and Price bid as Part B superscribing the Name of work, Part Number and Tender reference will be received at this office Up to 10.00 AM on or before **13.09.2016** at vendor complex, beside admin. 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](http://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 P&C Section, M&S Department Dept., BHEL-HPEP, RC PURAM, HYD-32 by paying the prescribed Tender fee of Rs. **1000/-** only in the form of cash in the Cash Counter of BHEL, /RC Puram or crossed Demand Draft in favor of "BHEL-RC PURAM, HYDERABAD-32".
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/2016/42** Dated **01.08.2016**
- ii. Name of the Work : **Consolidated AMC contract for maintenance of cranes in various workshops.**
- iii. EMD : **Rs.1,50,000**
- iv. Estimated value of work : **Rs.82.54 Lakhs + (Taxes Extra)**
- v. Cost of tender documents: Rs. **1000/-**
- vi. Last date for sale of tender documents : **12.09.2016** time :14.00 hrs
- vii. Last date for receipt of tender : **13.09.2016** time: 10:00 Hrs
- viii. Date, time and place of tender opening : **13.09.2016** 13:30 Hrs Vendor Complex, Admn Bldg
- ix. Period of completion : **12 months**
- x. Maint. period : **Nil**

**2.0 PREQUALIFICATION REQUIREMENTS:**

PRE QUALIFICATION CRITERIA (PQC)

Carrying out Break down maintenance and Preventive maintenance for total of 245 Cranes (EOT, Gantry and Jib Cranes) installed in HPEP, Hyderabad plant, in such a way that during Contract period, it needs to be ensured trouble free operation of these equipment and attending to complaints in a timely manner. Detailed list of cranes and scope of work is enclosed.

**A. In case of Crane manufacturers**

- i. The vendor should have manufactured 10 nos. (ten) of EOT / Gantry Cranes of SWL >= 20 T capacity. Out of these at least 2 nos. (two) should be of SWL >= 50 T capacity in last 7 years as on date of enquiry.
- ii. Average annual financial turnover during the last 3 years ending 31st March of the previous financial year should be at least 100 lakhs.

Above two conditions (i and ii) with documentary evidence should be submitted along with Technical bid else tender will be liable for rejection.

or

**B. In case of bidder being a firm / Company in the area of AMC of Cranes**

i. Average annual financial turnover during the last 3 years ending 31st March of the previous financial year should be at least 30 % of the estimated cost

ii. Experience of having successfully completed similar works\* of Cranes works during the last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :

Three similar completed works costing not less than the amount equal to 40% each of the estimated cost per year.

OR

Two similar completed works costing not less than the amount equal to 50 % each of the estimated cost per year .

OR

One similar completed works costing not less than the amount equal to 80% of the estimated cost per year

\* \* \* Similar works means single annual maintenance contract (AMC) of at least 30 nos. of EOT / Gantry Cranes as per the following breakup of crane capacity:

- Minimum 20 EOT Cranes of capacity more than or equal to 20 Ton. Out of these at least 2 nos should be of more than or equal to 50 Ton capacity.

All the above two i and ii conditions with documentary evidence should be submitted along with Technical bid else tender will be liable for rejection.

Note: Experience in areas other than AMC of EOT / Gantry Cranes will not be considered

with tender bid (Technical):

i) "The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firm shall be rejected. The list of banned firms is available on BHEL website "www.bhel.com".

ii) Valid ESI Code Number and P.F. Code Number

iii) It is required to furnish Service Tax registration certificate in respect of all works.

iv) PAN No.(In case not available, proof of having applied with acknowledgement from concerned authority)

**v) Tenderer should register in Service Tax under category of " Business support services" . Copy should be submitted along with technical bid. Permission can be granted to submit the same before issue of "Service Order " in case he does not have at the time of technical bid submission.**

**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 . 13.09.2016

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/2016/42 dated 01.08.2016 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 as

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/2015/42 dated 01/08/2016 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 Service charges 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 Senior Manager/Purchase, Co-ordn., BHEL, RC Puram, Hyderabad-32 so as to reach on or before 11:00 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.040-23182532/4577

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, payment of bonus) and backing out from contract after reverse auction or after receipt of LOI / entering of agreement etc.,

2.1.17 **PRICE BID** - The tenderers are required to submit their quotation for all the items listed in the Price Bid format given along with the tender documents. The price should be quoted for each activity after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.

2.1.18 This is firm price contract. Wages as per the minimum wages act and payment of bonus as per the payment of bonus act as revised from time to time will be in the scope of the contractor.

2.1.19 **VALIDITY OF RATES:** The rates quoted should be valid for 120 days initially from the date of opening of the Techno-Commercial bid.

Payment terms - proof of payment of service tax of immediate receiving bill to be enclosed with the current bill for payment of bill.

2.1.20 The tenderer will be required to quote the rates against each item of work under each group (both in figures and words).

**2.1.21 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. Start price for Reverse Auction will be the estimate or L1 of on-line sealed bids, whichever is less.

**2.1.22 DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BIDS:**

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

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

iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

2.1.23 Wherever it is quantity based work, including main work and sub-work, the tenderer should quote his rates against each item /work (main as well as sub-work/item).

2.1.24 In case of quantity based work contracts, the tenderer should quote the rates against each item keeping in view the prevailing applicable Minimum wages / BHEL Fair Wages whichever is higher, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.

2.1.25 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.

2.1.26 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.

2.1.27 BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the tenderer.

2.1.28 Wherever prescribed formats are specified for the tenderers use, he shall use the same for making his Claims.

2.1.29 Tender document should be complete in all respects.

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 other 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) BHEL reserves the right to split up the work into convenient portions and award them to different contractors.

iv) The tenderer shall keep the contents of his tender and rates quoted by him to be kept confidential  
v) The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates i.e. 10% or less than 10% estimated value, Tenderer / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may asks the tenderer for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the tenderer, shall be liable to be rejected by the BHEL, who may award the Contract to any other tenderer.

vi) 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

vii) 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.1,50,000** towards EMD shall be paid in cash at BHEL cash office or 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 / any money due to the tender by BHEL 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.

3.2.6 The Contractors who are having one time EMD certificate shall submit copy of the certificate towards exemption for payment of EMD for the work.

### **3.3 SECURITY DEPOSIT**

3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto 10 lakhs : 10%

Above 10 lakhs : 1 lakh + 7.5% of the amount exceeding 10 lakhs

Above 50 lakhs : 4 lakhs + 5% of the amount exceeding 50 lakhs

3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.

3.3.3 If the work is awarded, the agency has to pay 50% of SD in advance on contract value before commencement of work after adjusting of EMD amount.

3.3.4 Security Deposit may be furnished in any one of the following forms.

i) Cash (as permissible under the Income Tax Act)

ii) Pay Order, Demand Draft in favour of BHEL

iii) Local cheques of scheduled banks, subject to realization.

iv) Securities available from India Post such as National savings Certificates, Kisan Vikas Patras etc.

v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL

vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.

viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

3.3.5 Failure by the successful tenderer/bidder to deposit the security deposit amount as mentioned above within the stipulated time, which will include any extension that may be granted by the authorities, will render his earnest money deposit liable to forfeiture and his tender shall be consider as withdrawn. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

3.3.6 The Security Deposit will be released along with the final bill or after completion of maintenance period for the work, whichever will be later, subject to the condition that nothing is outstanding against the Contractor.

### **3.4 STATUTORY REQUIREMENTS:**

3.4.1 While quoting the rate, the tenderers are advised to take note of minimum wages / BHEL Fair Wages / Central Govt., / State Govt., (whichever is higher) payable to workmen.

3.4.2 The tenderer will be required to comply with all the statutory provisions such as Bonus (% as prevailing in BHEL RC Puram), PF (12%), EDLI (0.5%), ESI, Gratuity, Service Tax and other applicable taxes, BHEL Fair Wages prevailing at the time of payment or arrears thereof, declared Holidays, leave, AP Labour Welfare Fund etc. The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies every month and same may be submitted for clearance of bill.

3.4.3 The tenderer shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 AP Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The tenderer, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

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, 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. Minimum prescribed bonus at present is 20% of annual wages subject to a maximum wage ceiling of 3500/- per month. However, the quantum of Bonus payable by the tenderer to his workmen will be decided and notified at appropriate time.

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.

### **3.5 MANPOWER:**

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

3.5.8 The Contractor shall comply with all the operational rules and regulations, including safety and security rules framed by the company from time to time wherein the Contractor or his workmen happen to be operating / working. In the event of any of the workmen of the contractor violating any of the said rules and regulations, the Contractor would be required to remove forthwith such workmen from the company's premises.

3.5.9 Out of total manpower to be deployed the Contractor shall to the extent possible to deploy 15% scheduled castes and 7.5% of scheduled tribe community.

#### **3.5. A. SAFETY:**

(i) All safety equipment such as safety belts, helmets & other equipment (as required for this work) are to be positioned by the contractor & used as per requirement.

(ii) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the contractors risk & cost.

(iii) Violation of applicable safety, health & environment related norms, a penalty of 5,000.00 (Rupees Five thousand) per occasion shall be imposed.

(iv) Violation as above resulting in any physical injury a penalty of 0.5% of the contract value shall be imposed (maximum of 20,000.00) per injury in addition to 5,000.00 as mentioned above.

(v) In case of fatal accidents, a penalty of 1% of the contract value (maximum of 10,00,000.00 (Rupees Ten lakhs) per fatality in addition to 5,000.00 as mentioned above.

### **3.6 PERIOD OF CONTRACT**

i) The contract shall be, initially, for a period of **12 months**

**ii) Contract may be extend for one more year based on the performance of the first year, on mutually agreeable terms and conditions.**

ii) BHEL is at liberty to terminate the Agreement by giving 30 days' notice in writing.

### **3.7 FAILURE TO COMPLY WITH CONTRACT**

i) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Tenderer shall be final and binding on the tenderer.

ii) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end directly or indirectly, the cost of its repairs or replacement will be recovered from the contractor. If there is any work stoppage in any area of the Plant due to the fault of the contractor, the contractor is liable to compensate the same.

iii) In the event of any failure on the part of the tenderer, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Tenderer shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Tenderer or by initiating appropriate legal action.

### **3.8 PAYMENT TO THE CONTRACTOR**

i. Normally, the periodicity of payment to the contractor shall be on a calendar month basis. The Contractor shall raise the bill for payment as per the contractual terms & conditions mentioned in the contract, which should be duly certified by the BHEL official in charge of the contracted work.

In certain cases due to direct association of work with customer project, payment is made after completion of work. In such cases same will be specified in the NIT/enquiry and the agreement entered into post award of job.

The Contractor shall raise the bill for payment as per the contractual terms and conditions mentioned in the contract, duly supported by attendance sheet for all the contract labours capturing therein for each of the Contract labour total time engaged during each day on the job and the same to be duly certified by the BHEL official in charge of the contracted work.

Contract is to be expressed both in terms of required categories of labour and number of labours against each category to ensure that the contractor discharges all the contractual and statutory obligations in respect of labours engaged on the job. At the same time required output in terms of units, tonnage etc. is also to be stated to correlate achieved output vis-à-vis desired output.

Following conditions shall be adhered strict during the contract period:

- a. In case there is fall in the achieved output vis-à-vis desired output, contractor is to be warned in 2 spells.
- b. If the unsatisfactory performance repeats, contract is liable to be short closed.

ii. The Contractor shall initially pay the wages, and other statutory payments etc., with in the specified time, related to his workmen and then claim bills from BHEL. The contractors would be required to submit their Claims along with the proof of payment of wages, PF, ESI etc., to the respective Departments. The claims will be scrutinized and certified for payment by the respective department and forwarded to Accounts Department along with HR/IR clearance certificate for effecting payment.

iii. The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by BHEL .

iv. The contractor shall pay bonus to all his workmen as per the applicable provisions of the payment of Bonus Act 1965 and its rules for contract period and also as per the instructions / guidelines of BHEL regarding payment of Bonus .

v. The contractor shall provide Personal Protective Equipment including one pair per year safety shoe of standard specified by BHEL safety department and two pairs of socks to all his workmen during the contract period.

### **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.

4.7 Workmen insured under ESI Act only shall be deployed in contract work. For the Persons not covered under the provisions of ESI Act, the contractor shall take required insurance under Employees Compensation Act 1923 with medical benefit.

4.8 The tenderer shall submit bi-annual return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.

4.9 Notwithstanding anything contrary to this, in the event of accident, the contractor shall be required to submit accident / injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.

4.10 The tenderer shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.

(i) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan or any other form as modified by PF authorities

(ii) Annual Return in Form 6A along with Form 3A.

(till this procedure is discontinued by the PF authorities)

4.11 The Contractor shall maintain the following records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995.

Declaration of Nomination, Form No.2 Para 33 and 61 (1).

Attendance.

Wage Register.

Any other documents / registers as required

4.12 The contractor shall regularly on or before prescribed date of every month pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.

(i) The contractor may recover from his workmen, the employee's contribution in accordance with the provisions of the said act and the Scheme but shall not recover the employer's contribution or the other charges from his employees in any manner.

(ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, as required to be furnished under the provisions of the schemes under the Employees P.F. and Misc. Provisions Act 1952 and ESI Act, 1948 to the authorities under the said Acts.

(iii) The Contractor shall arrange for his own P.F. and ESI Code Number from the PF and ESI authorities respectively. The expenditure incurred by the contractor towards payment of the Employers Contribution and PF Administrative charges is already included in the estimated price of BHEL.

4.13 In case of revision of Wage/DA by appropriate Government or by BHEL after the award of work, BHEL will bear the difference of increase during the currency of the Contract. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black-listed for further tenders / contracts. In addition, the Contractor's security deposit shall be forfeited apart from consequential legal action against him.

4.14 The contractor shall maintain Form D as per Rule 5 of the Payment of Bonus Act, 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 (Max. 20%) on completion of contract and to keep all the records in Form C as per the said Act.

4.15 The contractor will be required to contribute towards gratuity payment of his employees (contract workers) required as per Payment of Gratuity Act. He will also be responsible to pay retrenchment compensation under the Act. In case of short closing of contract by either side, the Contractor shall settle all dues payable to workmen including Bonus on last working day.

4.16 In case the contractor employs women, he will discharge his obligation under law in respect of such women workers such as prohibition of engaging them during night hours, prohibition of employing them more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.

4.17 The Wage period for the Workmen of Contractors engaged on long contracts shall be Calendar Month and the contractor shall be responsible for making payment of wages within 7 days of the closure of the wage month (on 07th day of the calendar month following the wage month) The disbursement shall be proponed to the 6th day, if the 7th day happens to be a holiday. The Contractor would be required to open an Account for Electronic Fund Transfer (EFT) of his Bills/Claims from BHEL as well as EFT of wages/OT/other payments of his workmen from his Bank Account to the Bank

4.18 The Contractor shall be required to issue monthly Wage slips /OT Slips to their workmen. Further, the Contractors claims are to be accompanied by a Certificate from BHEL Official certifying that "the Wage /OT Slips for the previous month/current month have been issued by the contractor to all their workmen". Further, the contractor would be required to issue Annual PF Statement from the PF Authorities for all his workmen engaged in BHEL HPEP, RC PURAM,

4.19 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.

4.20 The workmen of the contractors shall wear uniform while attending duty in BHEL campus. The uniform shall be provided by Contractor to his workmen. The Contractor/his authorized representative shall ensure wearing of the Uniform by his workmen in the BHEL premises.

4.21 The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

4.22 NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL): The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor has to pay wages as per Section 5, sub section 2 and 3 of the said Act.

4.23 Besides the four national holidays i.e. 15th August, 26th January, 2nd October and 1st May (May day) if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.

4.24 In addition to the above holidays mentioned at Clause 39, in the event the Central / State Government declares any other holiday/s and if such Holiday/s is/are applicable to BHEL, RC Puram, Hyderabad also, then the tenderer/contractor shall extend paid Holiday/s to his workmen. The tenderer shall take into account all such occasions while quoting in the tender.

4.25 GENERAL ELECTIONS: If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contractor shall give their workmen half day leave in "First" shift only. The contractor's workmen working in "Second" and "Night" shifts will be required to exercise their franchise during their own time.

4.26 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1950 thereof.

(I) Leave Register Form No. 15

(II) Nomination Form No. 25

4.27 The contractor will extend leave with wage to his workers @ of one day for every 20 days work. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year. The contractor will pay the un-availed portion of leave in cash along with monthly wages / at the end of Contract period.

4.28 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working. The workmen working for more than 48 hours in any week shall be paid wages twice the ordinary rate of wage in accordance with the provisions of Section 59 of the Factories Act, 1948 read with the A.P Factories Rules 1950.

4.29 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.

4.29 A. Refund of Security Deposit: Security Deposit of contractor will be refunded only after the expiry of the contract period and based on the certification of successful completion of the contract and payment of PF, ESI and applicable statutory dues by the concerned Officials / department and submission of an Undertaking from the contractor, that in case of Claims from any of the statutory authorities, the same would be indemnified by the Contractor.

4.30 The Contractor shall be required to deposit Service Tax as applicable as assessed by Central Excise Authority (Service tax cell) Hyderabad before 15th of the following month, if same is applicable as per rules in force from time to time. The amount so spent can be claimed from BHEL after submitting the proof of the same.

4.31 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bills of contractor.

4.32 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.

4.33 Contractor shall be required to submit a list of his workers to be deployed for the works contract giving details regarding Name of contract worker, Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC, ESI No, PF No. and the family details.

4.34 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, the Factories Act, 1948, the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, ESI Act, 1948, Employee Provident Fund Act, 1952, AP Labour Welfare Fund Act, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and other relevant Acts applicable to his workmen under this Contract.

4.35 BHEL shall be indemnified against all losses, Claims, prosecutions etc. under any law.

4.36 The contractor shall promptly furnish all information and document required by BHEL authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.

4.37 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.

4.38 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time.

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.

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.

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.

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.

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.

4.44 In case of any extra work executed by the contractor, no amount will be paid by BHEL.

4.45 All the Terms and Conditions as mentioned in Work Order will also form a part of the Agreement.

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.

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.

4.48 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.

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.

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.

4.51 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.

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.

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.

**5.0 CONTRACT WORK DESCRIPTION:  
SCHEDULE 'A'**

PERIOD: 12 months

CONTRACT WORK DESCRIPTION: Consolidated AMC contract for maintenance of cranes in various wo

BHEL-HPEP, (Place of work to be executed and nature of work to be executed)

1. No. of persons required to be deployed on daily basis:

- a. Unskilled workers: NA
- b. Semiskilled workers: NA
- c. Skilled workers : NA

(Shift wise deployment will be decided on day-to-day basis in consultation with the contract executing officers with in the above mentioned daily limit)

Sl. No.	Activities	Remarks (Breakup of No. of persons to	Qualification/ Credentials
1	Consolidated AMC contract for maintenance of cranes in various workshops.  Note: All the activities mentioned in Scope of work	<span style="color: red;">NA</span> <span style="color: red;">NA</span>	

Special Remarks

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 **Consolidated AMC contract for maintenance of cranes in various wc**  
against Tender Enquiry No. **M&S/P&C/2016/42** **01.08.2016**

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

4

d) Is any relative of tenderer Yes / No

employed in BHEL

(If yes Furnish the detail) Name Staff no Location / Area

TECHNICAL BID – II

- 1 ESI Code No.  
(enclose copy of ESI code allotment letter of ESI authority)
- 2 PAN No.
- 3 PF Code No. (Enclose copy of allotment of letter of EPF Authority)
- 4 Service Tax Registration No.
- 5 Banker's Name & Address
- 6 Bank A/C No. & Branch
- 7 Have you q1 YES / NO
- 8 Financial Turnover for preceding three years duly certified by qualified Chartered Accountant:  
ex. 2011-12, 2012-13 & 2013-14
- 9 Any other comments

Note:

I. Photocopy in support of above wherever applicable should be attached.

II. Please note that if answer of Sl. No.01, 03 or 08 is not available or 'No' then the bid is liable to be rejected.

Signature of the Tenderer

Date:

Price Bid: (Format 6-C separately enclosed)

Scope of work : Enclosed separately

#### SPECIAL TERMS & CONDITIONS OF CONTRACT

i. The quantity of raw materials drawn, if any from the Stores and balance unused should be accounted and returned to the Stores.

ii. Ensure cleanliness of the preparation area/work spot before and after the work on daily basis.

iii. The quantity will be counted, measured and weighed and certified by the authorized persons.

iv. The quantity may slightly vary depending on the requirement which will be informed in advance by BHEL.

v. The payment will be as per actual quantity prepared, executed and accounted.

vi. In case of delay of payment of wages to the contract labour by the contractor, for more than a week, the contract executing officer will initiate action for payment of wages directly from BHEL side and recover the same from the payments due to the contractor along with penalty as decided by the respective product head. In case, the contractor default/fail to pay wages to the contract labour repeatedly (more than once) the contract executing officer shall take action for payment of wages directly by BHEL and contract may be short closed despite blacklisting/banning the said contractor from participating in the future bidding/tendering in BHEL.

vii. Experience Certificate: On completion of contract, the contractor will be issued an experience certificate on the total performance of the contractor such as technical competency, implementation of statutory provisions in time, such as payment of wages to the worker, payment of PF contribution, Payment of ESI contribution, Payment of bonus, issue of PPE, uniform cloth, safety shoe etc. based on which the contractors future bid if any in BHEL will be evaluated.

#### EVALUATION OF PRICE BID:

i. A single rate must be quoted for each category mentioned in the price bid Proforma as the job would be awarded to one or more successful tenderer.

ii. Evaluation of the L-1 offer shall be computed on overall lowest cost to BHEL basis. (Grand Total Price for all the items indicated above minus tax credit, if, any)

iii. In the event of two or more tenderers becoming L1, the said tenderers would be called for negotiation and will be instructed to submit fresh price bid offers. Further, in the event of two or more tenderers becoming L1, the selection of the tenderer for the purpose of awarding contract will be on the basis of LOTTERY to be held in presence of representatives of L1 tenderers.

iv. Contractor shall take total care to educate himself to know the prevailing wages payable to contract labour in BHEL RC puram and quote rates taking into account all aspects of contract.

v. In the opinion of the tender committee, that the rate quoted by the L1 contractor is not viable, the tender committee shall reject the tender of such L1 contractor and go for next lowest bidder. In case the rate of next lowest bidding also not viable the tender committee shall cancel the tender and advise for fresh tender.

7.0 DECLARATION BY TENDERER

I, -----, aged ----- Yrs., S/o -----, residing at -----  
Hereby declare as follows:

- (i) That my nationality is \_\_\_\_\_.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central /
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and

[Signature with Name & seal of the Tenderer]

Date :

Place :

## **SCOPE OF WORK – MAINTENANCE OF CRANES**

### **I. Maintenance of Cranes is mainly divided into two categories**

- a) Breakdown Maintenance(BD maintenance)
- b) Preventive Maintenance (P Maintenance / PM)

Details of Cranes by capacity are as below.

BY CAPACITY			TOTAL
EOT	≥ 250T	1	245
	≥ 150T and < 250T	4	
	≥ 50T and < 150T	28	
	≥ 20T and < 50T	37	
	≥ 5T and < 20T	82	
	< 5T	22	
GANTRY, S. GANTRY	< 40T	39	
BRACKET	3T	1	
JIB	< 5T	31	

#### **A. BREAKDOWN MAINTENANCE**

1. Breakdown Maintenance of all cranes (mentioned in the 'List of Cranes') as per the call received (Telephone, Verbal, or thru Breakdown report). Attending to breakdown maintenance calls in such a way the crane is put back into operation in best possible minimal time.
2. For every activity (s)/ job (s) performed, a registration number (in the form of running serial number) shall be clearly mentioned in daily log-book or online system by the supervisor/ Contractor.
3. Critical cranes/ emergency requests shall be attended timely by redirecting manpower as per priority and instructions of the Engineer In-charge Crane Maintenance.
4. In case of urgent breakdown, the contractor shall have to retain his staff on working days, and call back on Sundays and holidays as per requirement and as and when instructed by the Engineer In-charge crane maintenance, for completion of urgent breakdowns. However any compensation on this account shall not be paid by BHEL outside the conditions specified in the payment terms.
5. When repair/ maintenance/ modification work gets completed, the actual time (in hours), material consumed, total down time and other information shall be reported to the Engineer In-charge crane maintenance in the daily report.
6. All complaints received shall be reported by the contractor to the Engineer In-charge crane maintenance and completed at the earliest.

## **B. PREVENTIVE MAINTENANCE:**

Preventive maintenance of all cranes mentioned in the 'List of Cranes'.

### **B.1 MECHANICAL:**

1. General checking of the Crane. Checking cranes for any loose fasteners/ bolts etc., vibration, oil leakage and missing parts/ guards during preventive maintenance and rectifying the same.
2. Topping oil in the gear boxes, EHT thrusters.
3. Checking lubrication of crane. Ensuring good lubrication using grease gun at points specified in manual / PM check sheet.
4. Lubrication of wire ropes (Eg. Dorsa or Vitalife spray, ..etc)
5. Checking of LT/CT wheels including bearings, wheel shafts, couplings, pedestals, gears, etc. for any abnormal sound.
6. Drive mechanisms - Checking of LT, CT and hoist motions, replacement of gear boxes, bearings, oil seals, gaskets, gears, input/output shafts, couplings, coupling bolts, drive shafts, pulleys, etc. for any play or abnormal sound.
7. Wire Ropes - Replacement of worn out/broken/crushed/damaged wire ropes, arranging for wire rope clamps.
8. Hook block of hoists - Replacement of damaged / worn out hooks. Replacement of damaged / defective pulleys and any other damaged components of the hook blocks.
9. Checking and replacement of crane end stoppers on LT and CT motion.
10. Restoration of trolleys at the time of derailment.
11. Checking and repairing bogie system on end carriages and repairing damages to structures.
12. Checking and replacement of brake units / brake liners, replacement of springs, adjustment of studs etc.
13. During Preventive Maintenance, a report of defects / condition requiring repairing/maintenance should be generated. Based on this, suitable action plan should be made for rectification in consultation with Engineer In-charge Crane Maintenance.
14. If the Crane is not spared for preventive Maintenance by the production as per schedule, contractor should intimate the same to the Engineer In-charge Crane maintenance and preventive will be done in next month.
15. The contractor shall inform well in advance in writing the requirement of various items which are to be supplied by BHEL.

### **B.2 ELECTRICAL:**

1. Attending breakdown of electrical nature.
2. Replacement / minor repair of motors.
3. Replacement of fuses / fuse holders in electrical panels.
4. Replacement of contactors or contact points, if necessary.
5. Replacement of cables.
6. Repair / replacement of incoming mains switches on panel.
7. Replacement / checking of brake units.
8. Maintenance of junction boxes of CT, LT, MH, AH, Pendent, etc.
9. Repair / Replacement of cable trolleys.
10. Repairs / Replacement of floor operation push button pendent including push buttons
11. Repair / Replacement of master control switches.
12. Topping / Replacement of oils in brake units.

13. Tightening loose connection on terminal boards.
14. Checking / Repair / Replacement of CT, LT rotary and counter weight limit switches.

### ***B.3 ELECTRONICS:***

1. Checking of Radio Remote Control System.
2. Minor repair / Replacement of remote control transmitter and receiver
3. Replacement of PCB or push buttons of RRC in case of faults.
4. Replacement / Adjustment / Tuning of variable frequency drives (VVVF), Entering parameters when drive is changed.

### ***B.4 CLEANING OF CRANES:***

1. All cranes to be cleaned 2 times in a year at regular intervals to remove any kind of waste materials / dust / oils / grease, unused cables, etc.
2. While cleaning practise 5S techniques ( Cleaning with meaning, check for any loose parts) and rectify them accordingly.

### ***B.5 DSL MAINTENANCE:***

1. Cleaning of DSL lines.
2. Tightening of Porcelain insulators and replacement.
3. Replacing / checking of current collectors.
4. Alignment of DSL lines and welding back, where ever L-angle is broken /bend, as part of maintenance.
5. Checking of power supply connections and DSL lines (Power feeding).
6. Repair / Replacement of power cables for DSL lines.

### ***B.6 GANTRY MAINTENANCE:***

1. Tightening of bolts on both sides of the gantry rail.
2. Replacement of bolts and washers wherever missing.
3. Checking of end stoppers and welding / bolting rectification.
4. Cleaning of gantry walkways for removal of any unused / waste material.
5. Keeping handrails provided on walkway platforms in good condition.

### ***B.7 EXECUTION OF WORK:***

1. Contractor has to deploy manpower in such a way that breakdown percentage is maintained less than 2% always and meet all other requirements specified in the scope of work.
2. Contractor will receive breakdown through phone / in person/ online from Production Departments located across the plant. It should be attended promptly.
3. Efforts shall be made for promptly attending all types of breakdowns. However support related to major diagnostic related to VFD's & electronics shall be provided by dept. free of cost.

### ***B.8 SKILL SET REQUIRED:***

The job requires the following skills

1. Engineers: Engineering degree with 1 year work experience in Machine Tools / Cranes maintenance or Diploma with 5 Year work experience in Machine Tools / Cranes maintenance (or) ITI with 10 year experience in Cranes maintenance.
2. Supervisors: Diploma with 1 year work experience or ITI with 3year work experience in cranes maintenance or Machine tool maintenance

3. Fitters & Electrician (Skilled Worker): ITI with work 1 year experience or with 3 year work experience in Cranes maintenance.
4. Unskilled Workers / Helpers: Able male person of 18 years and above who can read and write.

## **II. OTHERS:**

1. A daily breakdown and monthly breakdown report (including downtime data of each crane) and report OF major work shall be submitted to the In-charge of Cranes section after endorsement from concerned block maintenance In-charge. For every complaint received a registration number (in the form of running serial number) shall be clearly mentioned in daily log-book or online system by the supervisor of Vendor.
2. The contractor shall adhere to the priority fixed by the Block Maintenance / Cranes In-Charge for taking urgent repair work. Critical cranes/ emergency requests shall be attended timely by redirecting manpower as per priority and instructions of the Engineer In-charge Crane Maintenance.
3. Emergency breakdown during the third shift of all working days and second shift of Sundays shall also be attended, for which skeleton staff shall be available in the factory premises.
4. Total number of cranes (EOT, Gantry Semi-Gantry and Jib Cranes) is 245 Nos. the number of Cranes may vary by plus 10% and these should be covered automatically under the purview of this contract, without any increase in the price.
5. Preventive Maintenance work of the cranes shall be done twice in a year as per the Checklist provided by BHEL. PM Check sheets prepared by BHEL-Cranes incharge has to be followed and filled up while carrying out PM. Completed forms need to be submitted in-time to Supervisor in-charge.
6. When repair/ maintenance/ modification work gets completed, the actual time (in hours), material consumed, total down time and other information shall be reported to the Engineer In-charge crane maintenance in the daily report.
7. The Cranes, DSL and gantry shall be periodically cleaned as part of Preventive Maintenance and other works like Limit switch checking, ..etc should be carried out as and when assigned by Engineer / In-charge of Cranes Maintenance department.
8. As BHEL has been accorded with ISO-9001, ISO-14000 and OHSAS 18001 certification, the Contractor shall carry out qualitative work to meet these standards. Necessary documentation / paper work shall also be maintained. Future standards acquired by BHEL (Eg. EnMS ISO-50001, ..etc) need to be adhered.
9. Contractor shall arrange his own tools for removal, dismantling, assembling and re installation of hoist/motors/gearboxes, etc. However, all spares including consumables like gear oil, electrodes, grease, cotton waste, etc., and facilities like gas cutting, welding, machining facility, repair, rewinding of motors, coils etc., shall be provided by BHEL free of cost at ground level. However, to minimize the break-down time, the contractor, shall adopt vigilant action for better parts / methods voluntarily.
10. Contractor shall supply tools, tackles and necessary measuring instruments (Eg. Multimeter) to his employees for smooth working on day to day basis. However in special circumstances tools and other measuring instruments if available and if can be spared may be provided by us free of cost by BHEL on returnable basis.
11. Contractor shall maintain all records like breakdown forms, spares list, all other records pertaining to his work, and should be shown to Cranes Engineer in charge.
12. For working at heights, Work Permit System as prescribed by BHEL-Safety dept. shall be followed and records maintained, to meet HSE audits / guidelines.

13. Medical fitness certificates of all workmen (fit to work at ground and heights) should be submitted as per HSE dept. guidelines.
14. No foreign/used or unused/scrapped/broken parts shall be left on the crane/gantry / bridges so that likely accidents due to their falling are avoided.
15. All used/worn out/scrapped/ replaced spares/ parts shall remain the property of BHEL.
16. The contractor and their employees will observe all the laws/enactments, rules and regulations of BHEL and also the statutory and legal requirements of Central and State government.
17. Utmost care should be taken by the contractor to repair the cranes in a proper way and with quality workmanship so as to adhere to the safety requirements as per the latest revision of Factories Act and Telangana state rules.
18. All the contractor's personnel shall use PPEs (Personnel Protection Equipment).
19. The contractor shall engage experienced personnel for the maintenance of cranes as per the job requirement as indicated below.
20. Collection of spares/ material from various stores and blocks to work place/ site shall be carried out by contractor.
21. Cleaning, stacking, sorting, handling and upkeep of crane maintenance stores, work center stores (including 5S activities) shall be carried out by contractor.
22. Contractor has to carry out stock taking in all stores (Electrical store, Mechanical store and Bearings store, Drives and RRC store) on a quarterly basis and submit the updated report to In-charge of Cranes section. To be updated into computer in Inventory report.
23. Salvaging/repair work of crane spares & other crane items shall be carried out by contractor.
24. Drawing for major assemblies & component shall be prepared by the drawing section of BHEL or shall be arranged by Dept. However in case of emergency and for small jobs, hand sketch shall be prepared by the contractor.
25. Contractor shall carry out the work at his own risk, finance, human resources and supervision.
26. Payment of work shall be made to the contractor on the basis of work carried out on measurement basis.
27. Contractor shall have supervision on the conduct of his employees. Any violation of safety norms and misconduct by any of his employees/contractor may result in cancellation of Gate pass of that employee/contractor.
28. Parties may visit the site for actual site conditions, and all other relevant details related to Cranes.
29. Contractor should take feedback from supervisor on work performed, taking corrective/ preventive measures and reporting status to Engineer/ In-charge crane maintenance.
30. All the information (About cranes, Check sheets, Data on cranes, ..etc) is the sole property of BHEL and no such information is taken out by contractor or his workmen.
31. Certification of Lifting Machines by third party is statutory requirement. During such certification and checking, Contractor and his workmen should assist the third party competent person. A separate contract will be given for certification of Lifting machines by Competent Person.
32. Reasonable size room with telephone facility will be provided within the Factory premises to service staff for attending breakdowns/ complaints. The office space shall not be utilized for residential purpose by the Contractor's staff.
33. Check list need to be filled up at Crane itself while carrying out Preventive Maintenance and submit such filled in check list to Supervisor.
34. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.

### III. DEFINITION OF ONE OPERATION:

**BD Maintenance Operation:** Carrying out Breakdown maintenance as and when necessary in such a way that BD is maintained less than 2% on monthly overall basis. There will be 12 such operations in a year.

**P Maintenance Operation:** Carrying out PM on all 245 no. of cranes once in 6 months, as per the schedule given by Cranes engineer. There will be 2 such operations in a year.

### IV. DEFINITION OF CATEGORY OF BREAKDOWN:

1. Minor Repair

Eg. a) Cleaning and repair of contactors, over load relays, servicing of the unit, Resetting of overload realy, etc. b) Adjusting of Brake unit, etc

2. Medium Repair

Eg. a) Changing Half Gear coupling including, making necessary holes on PCD of flange. b) Changing wire rope, c) Drive parameter setting including changing new drive, etc d) Wheel bearing change, Wheel shaft changing (assuming spares are available readily)

3. Major Repair

Eg. a) Replacing new motor including drive tuning (ID run) and entering new parameters into new drive, assuming spare drive, DBR and Motor are available. b) Motor bed changing due to replacing with new motor of different frame size.

**Note:**

- Above is guideline and category need to be decided in consultation with Engineer in charge of cranes section.
- Cause of Breakdown is not assignable to contractor or his workmen in carrying out maintenance. (Eg. Time taken in procuring spare) is not counted in breakdown time.

### V. PENALTY CLAUSE:

1. As this contract is Works Contract, Supplier's Performance is measured based on Break down percentage of Cranes.

Parameter	Criteria	Penalty
a) Breakdown percentage of all Cranes (Overall bd percentage) calculated on monthly basis	Should be less than 2%	5% of contract value as penalty will be applied. After 2% - for every increase of BD percentage by 1%, Penalty of 1% will be increased up to max of 10% of overall contract value
b) Max Number of days allowed for closing Break down. <b>Note:</b> Type of breakdown (Major or others) is decided by M&S executive in consultation with Contractor Engineer.	Major Breakdown – $\leq 4$ days Medium breakdown – 1 to $\leq 3$ days Minor Breakdown – same day or less than 1 day.	% of contract value per day * No of days delayed * No. of Cranes

<p><b>c) Preventive Maintenance – Penalty:</b> Carrying out PM in 6 months covering all 245 cranes = one operation.</p>	<p>Two such operations need to be completed in a year, as per the schedule given by Cranes engineer.</p>	<p>PM Cost = 15% of 82.54L = 12.38L PM cost of each crane: <math>12.38L / (245 * 2) = \text{Rs}2526/-;</math> Penalty = <b>Rs2526/- per crane</b></p>
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2. Non completion of preventive Maintenance as per schedule for the reason attributable to contractor will attract non-refundable penalties. However the contractor has to complete the left out Preventive Maintenance in the next month or as directed by Engineer In-Charge Crane Maintenance. The left out crane shall automatically be kept as pending crane in the next month or in the month as per the direction of Engineer In-charge , Preventive Maintenance schedule and the afore said penalty clause shall be applicable on it.
3. Breakdown time for the reason not attributable to contractor (Eg. non availability of spare) will not be included while calculating break down time, break down percentage or Penalty.
4. Contractor should deploy manpower within 10 days(max) on receipt of work order/ PO. Otherwise EMD will be forfeited

**Example of Penalty Calculations:**

Contract Value : 82.54 L  
Breakdown maintenance cost (85%) : 70.16 L  
Preventive maintenance cost (15%) : 12.38 L  
Total number of cranes as per contract : 245  
No. of working days in a year : 302

Maintenance cost per day per crane : Contract value / (No. of Cranes \* No. of days)  
: 70.16 / (245 \* 302)  
: Rs95/-

- a) If 'Breakdown percentage' is more than 2% in a particular month, Penalty will be 5% of value of one month.  
Value of one month –  $(70.16L) / 12 = 5.84L$   
Penalty will be - 5% of 5.84L = Rs29,233/-  
After 2%, for every increase of BD by 1%, penalty of 1% will be increased, up to max of 10% of value of overall cost of Contract.
- b) If 2 cranes are having major breakdown and took 6 days to close the issue.  
Exceeded by 2 days  
Penalty - 2% of contract value(BD) per day \* No of days delayed \* No. of Cranes  
 $= (2/100) * (70.16L/302) * 2 \text{ days} * 2(\text{No. of cranes})$   
= Rs1858/-
- c) If PM is not done for two cranes in specified time,  
PM cost of each crane:  $12.38L / (245 * 2) = \text{Rs}2526/-$   
Penalty –  $2 * 2526 = \text{Rs}5052/-$  penalty will be applied

**MASTER LIST OF CRANES**

SL. No.	ASSET No.	BLOCK	LOCATION	ZONE	CAPACITY	TYPE OF CRANE	MAKE
1	01 1797	01	AAO BAY	1	15T	EOT	MUKAND
2	01 2212	01	AAO BAY	1	120/30T	EOT	W.M.I
3	01 2275	01	AAO BAY	1	80/20T	EOT	DEMAG
4	01 1731	01	CROSS BAY	1	3T	S.GANTRY	BHEL
5	01 1798	01	AB BAY	1	5T	S.GANTRY	MUKAND
6	01 2274	01	AB BAY	1	80/20T	EOT	DEMAG
7	01 1794	01	AB BAY	1	50/10T	EOT	W.M.I
8	01 1960	01	AB BAY	1	30/5T	EOT	LITOSTROJ
9	01 2175	01	5 AXES M/C	1	5T	EOT	GREAVES
10	01 1733	01	BC BAY	1	30/5T	EOT	LITOSTROJ
11	01 1734	01	BC BAY	1	20/5T	EOT	B.WAITE
12	01 1764	01	BC BAY	1	80/15T	EOT	W.M.I
13	01 2229	01	BUCKETS & NOZZLES	1	10T	EOT	SHIVPRA
14	51 6053	01	CD BAY	1	10T	EOT	W.M.I
15	01 1752	01	COMP BAY	1	15T	EOT	HIND
16	02 4661	01	COMP BAY	1	20T	EOT	KHANDELWAL
17	01 1751	01	COMP BAY	1	20/5T	EOT	B.WAITE
18	05 1908	01	COMP BAY	1	50/8T	EOT	LITOSTROJ
19	011790/1	01	COMP BAY	1	30/5T	EOT	MUKAND
20	01 1732	01	CROSS BAY	1	3T	S.GANTRY	GARLICK
21	02 1966	01	CROSS BAY	1	5T	S.GANTRY	GARLICK
22	01 2173	01	CROSS BAY	1	120/30T	EOT	GREAVES
23	01 1783	01	CROSS BAY	1	30/5T	EOT	LITOSTROJ
24	01 1789	01	CROSS BAY	1	80/15T	EOT	LITOSTROJ
25	01 2228	01	CROSS BAY	1	80/25T	EOT	W.M.I
26	06 1629	01	CROSS BAY	1	5T	S.GANTRY	SHIVPRA
27	06 1625	01	CROSS BAY	1	120/30T	EOT	B.WAITE
28	01 1755	01	DE BAY	1	30/5T	EOT	LITOSTROJ
29	01 1791	01	DE BAY	1	30/5T	EOT	MUKAND
30	01 1773	01	EF BAY	1	5T	EOT	B.WAITE
31	01 2765	01	EF BAY	1	20/5T	EOT	B.WAITE
32	01 1805	01	FG BAY	1	5T	EOT	B.WAITE
33	01 1771	01	FG BAY	1	15T	EOT	HIND
34	01 1772	01	FG BAY	1	10T	EOT	HIND
35	01 1757	01	GH BAY	1	15/5T	EOT	HIND
36	01 1793	01	GH BAY	1	10T	EOT	HOIST-O-MECH
37	04 1952	01	GH BAY	1	2T	S.GANTRY	SHIVPRA
38	01 1790	01	GH BAY	1	30/5T	EOT	W.M.I
39	01-1747	01	NEW BAL. TUNNEL	1	30/5 T	EOT	LITOSTROJ
40	01 2307	01	NEW BLADE SHOP	1	10T	EOT	SHIVPRA
41	01 2325	01	NEW BLADE SHOP	1	5T	GANTRY	SHIVPRA
42	01 2308	01	NEW BLADE SHOP	1	10T	EOT	SHIVPRA
43	01 1785	01	SPIN TEST PIT	1	10T	EOT	W.M.I
44	01 2186	54	54 YARD	1	5T	GANTRY	GREAVES
45	12 1021	01	01 STORES YARD	1	10T	GANTRY	S.STRUCT
46	02 2033	02	02 SUPER BAY	2	50/15T	EOT	GRIP
47	02 2034	02	02 SUPER BAY	2	250/50T	EOT	MUKAND
48	02 2027	02	AA1 BAY	2	5T	EOT	ROCKWELL
49	02 1950	02	AB BAY	2	5T	EOT	B.WAITE
50	02 1952	02	AB BAY	2	5T	EOT	B.WAITE
51	02 1953	02	BC BAY	2	5T	EOT	B.WAITE
52	02 2955	02	BC BAY	2	30/5T	EOT	LITOSTROJ
53	02 1956	02	CD BAY	2	15T	EOT	HIND
54	02 1957	02	CD BAY	2	30/5T	EOT	LITOSTROJ
55	02 2959	02	CD BAY	2	50/8T	EOT	LITOSTROJ
56	02-2119	02	CD BAY(Rotor Winding)	2	3T	EOT	CRANEX
57	02 1994	02	COIL SHOP	2	3T	EOT	GREAVES
58	02 2087	02	COIL SHOP	2	1T	EOT	N.R Engg
59	02 2016	02	COILSHOP STORE	2	5T	EOT	W.M.I
60	02 1962	02	CROSS BAY	2	5T	EOT	B.WAITE
61	01 1784	02	DE BAY	2	20/5T	EOT	B.WAITE
62	02 1993	02	DE BAY	2	120/30T	EOT	B.WAITE
63	02 2960	02	DE BAY	2	3T	BRACKET	GARLICK
64	02 1990	02	DE BAY	2	100/20T	EOT	B.WAITE
65	02 2727	02	DE BAY	2	50/8T	EOT	LITOSTROJ
66	02 2091	02	VPI PLANT BAY	2	10T	EOT	SHIVPRA
67	02 1608	02	15/83 BLDG	2	5T	GANTRY	N.S.E
68	71 4579	02	71-new BAL TUNNEL	2	10T	EOT	W.M.I
69	71 4552	02	71-old BAL TUNNEL	2	15T	EOT	KHANDELWAL
70	71 4551	02	71-old BAL TUNNEL	2	15T	EOT	KHANDELWAL
71	06 1740	02	86-BLDG (02 testing)	2	15T	GANTRY	N.S.E
72	90 1501	02	90-BLDG	2	0.5T	EOT	CONSOLID. ENG
73	03 1454	03	AB BAY	2	5T	EOT	GREAVES
74	03 1503	03	BC Bay	2	5T	EOT	B.WAITE
75	03 1917	03	CD BAY	2	2T	EOT	TEC-SERVIC

76	03 1920	03	CNC	2	2T	EOT	BHEL
77	03 1918	03	CROSS BAY	2	2T	EOT	TECH SERVICES
78	03 1921	03	CROSS BAY	2	2.5T	EOT	GARLICK
79	02 1951	03	CROSS BAY	2	5T	EOT	B.WAITE
80	03 1475	03	CROSS BAY	2	7.5T	EOT	MUKAND
81	03 1191	03	DE BAY	2	2T	EOT	N.S.E
82	03 1916	03	DE BAY	2	5T	EOT	VOLTAS
83	03 1473	03	OUTSIDE	2	3T	GANTRY	S.STRUCT
84	04 1013	04	27 BLDG (SCRAP)	2	15T	EOT	HIND
85	04 1902	04	CD BAY	2	15/5T	EOT	S.STRUCT
86	04 2903	04	CD BAY	2	10T	S.GANTRY	ACCESS
87	04 1906	04	CD BAY	2	5T	EOT	B.WAITE
88	04 1901	04	CROSS BAY	2	10T	EOT	HIND
89	04 1916	04	CROSS BAY	2	10/T	EOT	HIND
90	04 1019	04	CUPOLA	2	3.2T	EOT	CZECH
91	04 1910	04	DE BAY	2	30/5T	EOT	LITOSTROJ
92	04 2901	04	DE BAY	2	25/5T	EOT	LITOSTROJ
93	04 1913	04	EF BAY	2	10/5T	EOT	W.M.I
94	04 1908	04	FG BAY	2	5T EOT	EOT	B.WAITE
95	04 1953	04	FG BAY	2	5T	S.GANTRY	GREAVES
96	04 1954	04	FG BAY	2	5T	S.GANTRY	GREAVES
97	04 2904	04	FG BAY	2	15T	EOT	SHIVPRA
98	04 1904	04	HIGH BAY	2	30/5T	EOT	LITOSTROJ
99	04 2764	04	HIGH BAY	2	30/5T	EOT	LITOSTROJ
100	04 1950	04	PATTERN SHOP	2	3T	EOT	SWIFT
101	05 1616	05	AB BAY	2	7.5T	EOT	HIND
102	05 2072	05	BC BAY	2	30/5T	EOT	AMT INT
103	05 1900	05	CD BAY	2	10T	EOT	HIND
104	05 1917	05	CROSS BAY	2	5T	EOT	B.WAITE
105	05 1929	05	CROSS BAY	2	5T	EOT	B.WAITE
106	05 2748	05	DE BAY	2	50/8T	EOT	LITOSTROJ
107	05 2912	05	DE BAY	2	15T	EOT	HIND
108	05 1909	05	EF BAY	2	5T	EOT	GREAVES
109	51 6093	06	AA1 BAY	1	15T	EOT	W.M.I
110	06 1240	06	AA1 BAY	1	50/10T	EOT	MUKAND
111	06 1241	06	HP HEATERS AA1	1	20/5T	EOT	W.M.I
112	06 1630	06	HP HEATERS A1A2	1	30/5T	EOT	W.M.I
113	01 1737	06	HP HEATERS A1A2	1	80/15T	EOT	LITOSTROJ
114	06 1248	06	HP HEATERS A1A2	1	60/15T	EOT	B.WAITE
115	06 2624	06	AB BAY	1	5T	EOT	B.WAITE
116	06 1618	06	AB BAY	1	7.5T	EOT	HIND
117	06 1612	06	AB BAY	1	20/5T	EOT	B.WAITE
118	06 1624	06	AB BAY	1	50/8T	EOT	LITOSTROJ
119	06 1741	06	BC BAY	1	2T	S.GANTRY	MEE
120	06 2900	06	BC BAY	1	10T	EOT	HIND
121	06 1623	06	BC BAY	1	40/5T	EOT	LITOSTROJ
122	06 1901	06	BC BAY	1	30/5T	EOT	LITOSTROJ
123	06 1619	06	CD BAY	1	5T	EOT	B.WAITE
124	06 1617	06	CD BAY	1	7.5T	EOT	HIND
125	06 1613	06	CD BAY	1	15T	EOT	HIND
126	06 1620	06	DE BAY	1	5T	EOT	B.WAITE
127	06 2625	06	DE BAY	1	5T	EOT	B.WAITE
128	06 1615	06	DE BAY	1	10T	EOT	HIND
129	06 1750	06	PIPE YARD	1	1T	GANTRY	INDEF
130	06 1744	06	X RAY ROOM	1	15T	EOT	HOIST-O-MECH
131	06-2225	06	06-NEW BAY	1	200/60T	EOT	DEMAG
132	06-2226	06	06-NEW BAY	1	150/40T	EOT	DEMAG
133	06 2255	06	06-X-RAY ROOM(NEW)	1	15T	EOT	SHIVPRA
134	07 1807	07	AB BAY	2	3T	EOT	N.S.E
135	07 1808	07	AB BAY	2	3T	EOT	N.S.E
136	07 1819	07	AB BAY	2	2T	EOT	CONSOLID. ENG
137	07 1806	07	BC BAY	2	5T	EOT	B.WAITE
138	07 1803	07	CD BAY	2	7.5T	EOT	HIND
139	08 1601	07	CD BAY	2	3T	EOT	N.S.E
140	07 1801	07	DE BAY	2	15T	EOT	HIND
141	07 1802	07	DE BAY	2	7.5T	EOT	HIND
142	08 1501	08	AB BAY	2	3T	EOT	GREAVES
143	08 1609	08	AB BAY	2	2T	EOT	SHIVPRA
144	08 2315	08	BC BAY	2	5T	EOT	B.WAITE
145	07 1804	08	CD BAY	2	5T	EOT	B.WAITE
146	091191/1	09	AB BAY	2	2T	EOT	N.S.E
147	091191/2	09	BC BAY	2	2T	EOT	N.S.E
148	091191/3	09	CD BAY	2	2T	EOT	N.S.E
149	09 1024	09	CDC BAY	2	10T	GANTRY	ACCESS
150	02 1766	09	CDC(outside)	2	15T	GANTRY	GARLICK

151	09-1207	09	CDC SHED	2	10T	EOT	SHIVAFERROUS
152	11 1036	11 ST	AB BAY	2	5T	EOT	B.WAITE
153	11 1038	11 ST	AB BAY	2	5T	EOT	KHANDELWAL
154	11 1027	11 ST	BC BAY	2	5T	EOT	SHREE ENGG
155	11 1039	11 ST	CD BAY	2	5T	EOT	KHANDELWAL
156	11 1040	11 ST	CD BAY	2	5T	EOT	KHANDELWAL
157	11 1022	11 ST	YARD 11- STORE	2	5T	GANTRY	W.M.I
158	06-1905	12 ST	12-ST SHED(shot blasting)	1	10T	GANTRY	MEE
159	12 1029	12 ST	NPP YARD	1	30/10T	GANTRY	CHITRAM
160	12 6047	12 ST	12-STORE	1	40/10T	GANTRY	MUKAND
161	12 6049	12 ST	12-STORE	1	40/10T	GANTRY	ANUPAM
162	11 1026	12 ST	OPEN YARD	1	20T	GANTRY	SHREE ENGG
163	12 1023	12 ST	PLATE YARD	1	10T	GANTRY	CHITRAM
164	11 1024	12 ST	PLATE YARD	1	10T	GANTRY	GREAVES
165	17 1011	17 BLDG.	COMP HOUSE	2	5T	EOT	N.S.E
166	06 1751	17 BLDG.	SRL COMP HOUSE	2	3T	EOT	BHEL
167	02-1992	17 BLDG.	SRL COMP HOUSE	2	1T	EOT	BHEL
168	51 6043	51	BC BAY	1	40/10T	EOT	W.M.I
169	51 6046	51	BC BAY	1	75/15T	EOT	W.M.I
170	51 6103	51	BC BAY	1	40/10T	EOT	W.M.I
171	51 6044	51	CD BAY	1	30/5T	EOT	W.M.I
172	51 6045	51	CD BAY	1	20/5T	EOT	W.M.I
173	51 6052	51	CD BAY	1	5T	EOT	W.M.I
174	51-6206	51	CD BAY	1	5T	S.GANTRY	SWIFT
175	51-6207	51	CD BAY	1	5T	S.GANTRY	SWIFT
176	51-6208	51	CD BAY	1	5T	S.GANTRY	SWIFT
177	51-6209	51	CD BAY	1	5T	S.GANTRY	SWIFT
178	70 1502	51	DE BAY	1	10T	EOT	HIND
179	51 6051	51	DE BAY	1	5T	EOT	W.M.I
180	01-1741	51	DE BAY	1	15T	EOT	HIND
181	51 6158	51	NEW BAY	1	40/10T	EOT	SHIVPRA
182	51 6155	51	NEW BAY	1	80/20T	EOT	ANUPAM
183	51 6157	51	NEW BAY	1	20/5T	EOT	SHIVPRA
184	51-6184	51	NEW BAY (DE BAY)	1	5T	S.GANTRY	PEDVAK
185	51-6185	51	NEW BAY (DE BAY)	1	5T	S.GANTRY	PEDVAK
186	51-6199	51	NEW BAY (DE BAY)	1	15T	EOT	ROCKWELL
187	04 1921	51	RIG UP YARD	1	5T	GANTRY	SWIFT
188	51-0004	51	RIG UP YARD	1	20T	GANTRY	BHEL 004
189	02-2024	70	AA1 BAY	2	5T	S.GANTRY	SHIVPRA
190	70 1220	70	AA1 BAY	2	40/10T	EOT	CRANEX
191	70 1221	70	AA1 BAY	2	40/10T	EOT	CRANEX
192	70 1542	70	AB BAY	2	15T	EOT	SHIVPRA
193	70 1513	70	BC BAY	2	5T	EOT	W.M.I
194	70 1514	70	BC BAY	2	15/5T	EOT	W.M.I
195	70 1515	70	BC BAY	2	5T	EOT	W.M.I
196	70 1510	70	CD BAY	2	15/5T	EOT	FAFACO
197	70 1501	70	CD BAY	2	15T	EOT	HIND
198	70 1516	70	CD BAY	2	2T	S.GANTRY	GREAVES
199	70 1517	70	CD BAY	2	30/10T	EOT	GREAVES
200	01A-3048	9FA	G.T M/C SHOP	1	80/20T	EOT	DEMAG
201	01A-3049	9FA	G.T M/C SHOP	1	80/20T	EOT	DEMAG
202	01-3061	9FA	G.T M/C SHOP	1	10T	S.GANTRY	SHREE ENGG
203	01A 3051	9FA	GT ASSEMBLY	1	120/30T	EOT	UNIQUE
204	01A 3052	9FA	GT ASSEMBLY	1	120/30T	EOT	UNIQUE
205	01A 3058	9FA	GT M/c	1	30/10T	EOT	CRANEX
206	01A 3059	9FA	GT OPEN YARD	1	30/5T	GANTRY	SHREE ENGG
207	01 3001	9FA	9FR-9FA	1	175/75T	EOT	W.M.I
208	01 3002	9FA	9FR-9FA	1	175/75T	EOT	W.M.I
209	01 3003	9FA	9FR-9FA	1	20/5T	EOT	SHIVPRA
210	01 3004	9FA	9FR-9FA	1	50/15T	EOT	SHIVPRA
211	01A 3057	9FE	GT ROTOR ASSEMBLY	1	30/10T	EOT	CRANEX
212	01A 3050	9FE	GT ROTOR ASSEMBLY	1	80/20	EOT	DEMAG
213	04 1951	DPH	NEW DPH	2	5T	EOT	BHEL
214	04 1915	DPH	Old DPH	2	5T	EOT	SHIVPRA
215	BHEL / EWH / 01BLK/WBT / 01	01	01 NEW BALANCING TUNNEL	1	3T	JIB	
216	BHEL / EWH / 71BLDG/02 BLK / 01	02	71 BLDG NBT	2	1T	JIB	
217	399	03	03 CROSS BAY TESTING	2	0.5T	JIB	POWER LIFE
218	BHEL / 03BLK / MEH / 2T / 02	03	03 AB BAY	2	2T	JIB	
219	BHEL / 03BLK / MEH / 2T / 01	03	03 AB BAY	2	2T	JIB	
220	BHEL / EWH / 04BLK / FG BAY / 01	04	04 FG BAY	2	1T	JIB	INDEF
221	BHEL / EWH / 04BLK / FG BAY / 02	04	04 FG BAY	2	0.5T	JIB	INDEF
222	BHEL / EWH / 04BLK / FG BAY / 03	04	04 FG BAY	2	1T	JIB	INDEF
223	BHEL / EWH / 04BLK / HIGH BAY / 04	04	04 HIGH BAY	2	5T	JIB	
224	BHEL / ECH / NDPH/01	DPH	NEW DPH	2	0.5T	JIB	
225	BHEL / ECH / 02 BLK WC/02	02	WORKS CANTEEN	2	0.5T	JIB	CISCO
226	01 1730	01	01 COMP. BAY(OFF BAY)	1	0.5T	JIB	

227	03 1911	03	03 BC BAY	2	0.5T	JIB	
228	01 1763	03	03 DE BAY	2	0.5T	JIB	CISCO
229	71 4902	02	71 BALANCING TUNNEL (02)	2	2T	JIB	CISCO
230	01 1762	02	02 BC BAY	2	0.5T	JIB	CISCO
231	03 1913	03	03 BC BAY	2	0.5T	JIB	
232	03 1915	03	03 AB BAY	2	0.5T	JIB	
233	03 1914	03	03 AB BAY	2	0.5T	JIB	
234	03 1912	03	03 BC BAY	2	0.5T	JIB	
235	BHEL / JC / 05 CROSS BAY / 01	05	05 CROSS BAY	2	2T	JIB	
236	BHEL / JC / 05 MOULDING / 03	05	05 MOULDING	2	0.5T	JIB	
237	BHEL / JC / 05 MOULDING / 02	05	05 MOULDING	2	0.5T	JIB	
238	07 1813	07	07 DE BAY	2	0.5T	JIB	
239	010145210-82	11 ST	11 ST LOGISTICS	2	1T	JIB	GREAVES
240	15 1985	70	70 BLK BAY 4	2	2T	JIB	INDEF
241	1985 / 57 (B7)	51	51 AB BAY	1	3T	JIB	HOIST- O MECH
242	1985 / 57 (C4)	51	51 BC BAY	1	2T	JIB	HOIST- O MECH
243	1986 / 57 (B4)	51	51 BC BAY	1	3T	JIB	HOIST- O MECH
244	51 1789	51	51 AB BAY	1	2T	JIB	
245	01 1962	51	54 LOGISTICS BOWL MILL	1	2T	JIB	

**BHARAT HEAVY ELECTRICAL LIMITED  
RAMACHANDRAPURAM :: HYDERABAD  
M&S – P&C**

**Tender Notice No. M&S/P&C/2016/42 dt.01.08.16**

**Tender Close on 13.09.2016 at 10.00 Hrs**

**Tender Open on 13.09.2016 at 13.30 hrs**

**Tender Document (Price Bid - Part B)**

**Name of work: Consolidated AMC contract for Maintenance of Cranes in various workshops**

S.No	Description of work	Estimated Amount (in Rs.)
1	<ul style="list-style-type: none"><li>• Carrying out Breakdown maintenance and Preventive maintenance for 245 no. of cranes (EOT, Gantry, Jib cranes) located across plant in various shops, in A, B shifts and C shift (on emergency)</li><li>• Breakdown Maintenance of all cranes as per the call received (Telephone, Verbal, or thru Breakdown report). Attending to breakdown maintenance calls in such a way the crane is put back into operation in best possible minimal time. The scope covers deputing qualified and experienced personnel, for carrying out Maintenance of cranes, in such a way that Breakdown percentage is less than 2% overall on monthly basis.</li><li>• Breakdown maintenance consists of 12 operations in a year. Definition of Operation and scope of work is as per annexure.</li> <li>• Carrying out Preventive Maintenance twice in a year as per the schedule and check sheet given by Cranes Engineer in charge.</li><li>• Preventive maintenance consists of 2 operations in a year. Definition of Operation and scope of work is as per annexure.</li></ul>	Rs.82,54,119/-

**Total Estimated value is Rs,82,54,119/- (excluding of Service Tax)**

Tender Charges in %	in figure	in words
Excess		
Less		
At par with estimation		

Taxes Applicable :

Note: The tenderers are required to quote their value in Percentage (%) basis at excess or less or on par with our estimated value.

(Signature & Stamp of the Tenderer)