

**Filled tenders should be dropped in tender box located in new vendor complex (adj
to admn bldg/ BHEL)**

**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD – 502032
: (M&S DEPARTMENT/ P&C)**

TELEPHONE NO. 040 23183334 FAX NO. 040 – 23186001 email id: devesh@bhelhyd.co.in

NOTICE INVITING TENDER

N I T NO. M&S/P&C/2011/07

DATED: 20.04.2011

Sealed tenders in two parts (Techno-commercial & Price bid) are invited from reputed firms specializing in revamping / rewiring of EOT and Gantry Cranes. The Cranes are located inside the factory area and ranging in capacity from 5 Ton to 80 Ton. The cover shall be super scribed with tender notice number, tender date, name of the work and due date of tender opening. The tender will be received by the undersigned from the contractors satisfying the pre-qualification requirements indicated below and will be opened on 10/05/2011 in the presence of tenderer or their authorized representatives in Finance department, BHEL Ramachandrapuram, Hyderabad.

1. Name of the Work : Revamping of EOT and Gantry Cranes - 14 Nos. in different blocks as per the Schedule of work
Annexure – 1/I, 1/II, 1/ III are enclosed.

Sl. No	Name of the work	Approx. Estimate Amount (Rs.InLakhs)	Earnest Money Deposit Rs.	Period of Contract	Cost of Tender Document Rs.	Sale / download of Tenders		Last date for receipt and opening of tenders
						From	To	
1	2	3	4	5	6	7	8	9
1	Revamping of EOT and Gantry Cranes - 14 Nos BHEL Factory area	9.51	20,000	7 Months	500	20.04.2011	09.05.2011	10.05.2011 time 11.00am Opening at 13.30 Hrs

Contractor firm address:

**(DEVESH RAJ)
Sr.DGM/ M&S(P&C, Telecom)**

Note: All pages should be signed and rubber stamped by the bidder at the bottom of the page

EMD : An amount of Rs. 20,000/- towards EMD shall be paid in cash at BHEL cash office or by Demand Draft / Banker's cheque drawn in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the tender bid. No other means of payment will be accepted.

Part-A

**BHARAT HEAVY ELECTRICAS LIMITED
RAMACHANDRAPURAM:: HYDERABAD-502 032**

M&S DEPARTMENT / PLANNING & CO-ORDINATION

Work Description: Revamping of EOT Cranes- 14 Nos. in different blocks
as per the Schedule of works Annexure-I, II & III are enclosed.

This tender schedule must be submitted along with the General Conditions, Technical points / conditions etc. enclosed herewith duly signed and stamped on each page with your covering letter. **Remarks should be Typed/ hand written on tender schedule only.** Any deviations / deletions / additions etc. may be neatly typed on your letter head and can be enclosed with techno- commercial bid document.

To be filled up by the Bidder

TECHNICAL CUM COMMERCIAL BID

Name of the Contractor :
Contact person:
Full Postal address with email, Fax & Phone no.:
Mobile no:

To be filled up by the Bidder

Description	Acceptance/ Remarks.
1. <u>Pre- qualification:</u> The bidder should fulfill all the following three Pre-Qualification Criterion mentioned below in Points 1.1, 1.2 and 1.3 . The bidder is required to submit documentary evidence against each of the Points in 1.1, 1.2 and 1.3 failing which offer is liable for rejection	

1.1	<p><u>Average annual financial turnover :</u> Average annual financial turnover during the last 3 years ending 31st March 2010 should be a minimum of Rs2,85,000/- Turnover from Mechanical or electrical works 09-10 08-09 07-08 Turnover certified by CA along with IT return acknowledged copies should be enclosed</p>	
1.2	<p><u>Experience ::</u> The bidder should have executed at least 1no of revamping or erection of EOT / Gantry Crane of capacity 10T or above in the last 5 years OR In case the bidder is a Crane manufacturer, the firm should have manufactured at least 1no. of EOT / Gantry Crane of Capacity 10T or above in the last 3 years. <u>Copies of Work completion report and work order are to be enclosed.</u></p>	
1.3	<p><u>Value of works executed</u></p> <p>a) Three similar completed works costing not less than Rs 3,80,000/- each</p> <p style="text-align: center;">OR</p> <p>b) Two similar completed works costing not less than Rs 4,76,000/- each</p> <p style="text-align: center;">OR</p> <p>c) One similar completed work costing not less than Rs 7,60,000/- .</p>	
2	Service Tax Regn No:	
3	PF CODE NO:	
4	ESI CODE NO:	
5	Central Labour License Number & Validity: If the firm has engaged more than 20 persons	
6	<p>Price Price quoted should be firm during contract period Taxes applicable for this work: please indicate type of tax applicable in the opposite box. Credits arriving from taxes will be avail by BHEL</p>	

7	<u>Completion Time</u> Total work Completion in 7 Months from date of issue of work order. Please note that the Cranes will be released for revamping in a phased manner, but not at one time.	
8	Validity of offer- A minimum of 90 days from technical bid opening date.	
9	EMD of Rs20,000/- Cash receipt/ cheque Details to be furnished OR one time deposit with BHEL, Hyderabad	
10	Tender cost Rs 500/- Cash receipt / cheque details	
11	Security Deposit clause : Acceptance (Details see under terms and conditions clause: 8/9)	
12	PAN No:	
13	PAYMENT TERMS: Progressive payment for the cranes completed only after satisfactory completion of work and on submission of bill. Bill should be recorded in measurement book; Release of payment may take about 30 days	
14	Advance payment will not be released	
15	Work guarantee for 12 months	
16	PENALTY: 0.5% of the contract value per week or part thereof up to a maximum of 10% of the contract value shall be levied beyond the scheduled completion time.	
17	General conditions as per enclosure shall be acceptable.	
18	Decision of BHEL Representative shall be final in the matter of inspection at any stage	
19	All items shall be carried out as per Annexure-1/I to 1/ III of price bids	

Tender Notice No: M&S/P&C/2011/07 Dated: 20.04.2011

General points to note and accept:

- 1 If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender cannot be accepted.

2. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
3. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
4. The rates quoted for all the items of work shall be exclusive of all Taxes and Duties levied by State / Central Government organization as well as Local authorities as applicable, works contract Vat / Service Tax etc should bring clearly. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which BHEL can avail credit. Other wise the payment to the contractor will be reduced to that extent.

II.(1) Tenders must be submitted in sealed covers addressed to Sr. DGM / M&S (P&C, Telecom,TPT, PD, Cranes), BHEL, Ramachandrapuram, Hyderabad 502 032. Tenderer shall write Tender Notice No, and name of work and address of the tenderer on each sealed cover. In case the agency fails to comply any of the above, the tender will be liable for rejection.

(2) The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by BHEL on account of these requirements shall be recovered from contractors bills / deposits.

III. NOTES:-

1. Period of contract shall be as mentioned above.
2. Tenders are on two – part bid method (techno commercial bid and price bid).
3. Tender documents can download from BHEL web-site <http://www.bhel.com/> tender Notifications. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order or Cash receipt obtained from BHEL Cash Office and separately enclosed to the technical bid.
4. The requisitions for tender documents shall be addressed to Sr.DGM / M&S(P&C), **02 Annexe Ground Floor,,** BHEL, Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD' or payment of cash in BHEL Cash Office (No other Mode of payment will be accepted). Tender documents shall be collected in Person by the contractor or his authorized representative.
5. The agencies are advised to visit the work site to understand the nature of work / quantum or work in its true perspective to avoid any mis – understanding.

6. The tender documents may also be submitted through speed post or by post to reach within the stipulated date and time.
7. Tender bid without EMD / Tender cost as stipulated are liable for rejection.
8. BHEL reserves the right to reject any or all tenders in part or in full without assigning any reasons.
9. BHEL reserves the right to split the work into convenient parts and award them to different contractors.
10. The conclusion of contract will be in the form prescribed by BHEL for the purpose. A copy of the general conditions of contract applicable to the above works is available for perusal at the office of the Sr. DGM / M&S (P&C, TPT, Telecom & PD) If a copy of the same is required for record, the same will be issued separately at Rs.100/- per set.
11. A) penalty of 0.5% of the gross value of work will be levied for every weeks delay in work subject to a maximum penalty of 10% of the gross value of work.
12. Those who are down-loading the tender documents from web-site must also pay cost of tender documents before last date of receipt. The DD's against Tender Cost / EMD are to be enclosed in technical bid cover.
13. Separate Covers (i.e.)

Cover-A	-	for Technical Bid (sealed cover)
Cover-B	-	for Price Bid (sealed cover)
Cover-C	-	common cover for technical and price bid are to be submitted, super scribing the name of work and NIT number on each over.
14. Tender will be finalized on lowest cost to BHEL based upon the lowest rate of total value, thus arriving to total value of the tender along with applicable taxes and duties.
15. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.
16. The rates quoted by the contractor shall indicate clearly monthly rate and taxes separately as applicable from time to time.
17. All the bills of the contractors will be cleared subject to the production of clearance certificate by the contractors in respect of compliance of all statutory requirements, issued by IR section of personnel department.

18. All payments will be directly credited to tender/ contractor bank account, for such transfers tenderer should furnish eft mandatory form as per the instructions/ directives of Reserve bank of India.



**BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32**

TENDER NOTICE

No. M&S/P&C/2011/09 Date: 20.04.2011

1. Sealed Tenders will be received by the SR.DGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **10.05.2011** for the work of **“revamping of cranes ”** Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-502 032. on the same day at 13.00 hours in new vendor complex adj to reception office BHEL. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderer's who may be present at the time. Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 14.00 hours upto **09.05.2011**

2. Tenders must be submitted in sealed covers and should be addressed to the Sr.DGM/M&S(P&C, Telecom), 02 annexe, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 502 032, the name of the tenderer and the name of the work being displayed on the cover.

If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it's corporate existence.

3. Each tenderer must pay as **Earnest Money Deposit**, a sum of **Rs.20,000/-** and enclose with his tender the receipt endorsed

accordingly. The Earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.

- a) Bankers cheque / Demand Draft.
- b) One time deposit available in BHEL, R.C.PURAM – should be within validity date.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.

When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of SDGM/M&S upon written information to him. He shall forth with upon intimation being given to him by the SDGM/M&S of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeiture of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
 - i) After opening the tender, the bidder revokes his tender within the validity period or increase his quoted rates.
 - ii) The tenderer does not commence the work within the period as per LOI/Contract.

EMD shall not carry any interest.

If only a part of the work as shown in the tender is awarded, the amount of Earnest money will be forfeited with regard to the estimated cost of the work so awarded.

5. Tenderers shall persue carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. The approximate quantity of work to be executed under each class is given in Schedule – “I”. The quantities are given with a view to enable the tenderer to quote his over all rate to each clause of work in the tender form and

for a uniform comparison of tenders. It shall be definitely understood that the Bharat Heavy Electricals Limited, does not accept any responsibility for correctness or completeness by commissions, deductions or additions at the discretion of accepting authority.

6. BHEL reserves the right to reject any tender or part thereof or all the tenders with out assigning any reasons thereof.
7. Tenders not submitted in proper form or in due time will be rejected.
8. The offer shall be valid for a period of **90 days** from the date of opening of the tender.
- 9a. Security Deposit should be collected from the successful tenderer.

The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	:	10%
Above Rs. 10 lakhs	:	Rs. 1 lakh + 7.5% of the remaining amount

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.

- 9b. 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 Post such as National savings Certificates, Kisan Vikas Patras etc.
 - v) Bank Guarantee from schedules 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 successfully tender 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.

9c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security Deposit will be released along with the final bill after completion of the work.

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with all specifications contained in Andhra Pradesh Standard Specification and General Conditions of contract, for the various items of works specified in the Schedule "A" and the work as a whole.
2. I hereby declare that I shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.
3. The daily wage rate of labour applicable as on date from 01. 10.2010 is as follows as per AGM (HR) Ref. No. HR/IR/CL/DA/11 Date : 05.02.2011

Unskilled worker	-	Rs. 314.65 / Per day
Semi Skilled Worker	-	Rs. 344.30 /Per day
Skilled Worker	-	Rs. 372.42 /Per day
4. The Contract / Job Executing Officers are required to ensure that Contractor pays the 'Daily Wages' as shown above to their workforce w.e.f .06..2011. In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages.
5. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working
6. payment of bonus under the payment Act 1965 upto 20%.
7. Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor covered in point 3
8. PF & ESI at the rate of 12% and 1.75% respectively on the daily wages are to be deducted as Employee's contribution. Further, Contractor shall pay 12% PF and 1.61% Administrative charges towards PF and 4.75% towards ESI as Employer's contributions. The

contractor shall remit the above contributions along with Employee's contribution to PF & ESI departments and file monthly returns by 20th of every following month.

9. Contractor shall also provide uniform, shoes and other personal protective Equipments wherever applicable to their workforce.

10. Any increase in rate of DA/Wages hike shall not be reimbursed to the contractor. Contractor shall anticipate such hike, and quote in the tenders. Contract Executing Officers are requested to include requisite clause in the tender documents to enable Contractor to quote accordingly. It shall be categorically stated in the tender document that 'any increase in DA/WAGES shall be absorbed by the contractor himself and BHEL will not reimburse the increase in DA/Wages

11. Wages & other related payment should be transferred to workmen bank account

Contractor should obtain WORK PERMIT- WORKING AT HEIGHTS (heights more than 10 Ft/ 3 Meter) from the Controlling/ Executing Engineer of the Cranes Department and block/ Area Safety officer in a requisition form ref: WP/FA/01 rev 01 dt: 31.10.2002 before commencement of work

Other SPECIFIC Conditions:

1. Required materials will be issued by BHEL at free of cost.
- 2 All required handling facility, tools should be arranged by the contractor
3. Testing and commissioning should be carried out in the presence of site in charge.

I. General Instructions :

1. If the tender is made by an individual, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by a duly authorized Officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation/firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful Tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender is to be accepted, the tenderer, whose tender is under consideration, shall attend the Office of " Officer Inviting the Tender " on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the " Officer Inviting the Tender" for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within one month from the date of intimation shall entail forfeiture of the earnest money.

4. Tenderers shall persue carefully the instructions and directions to the parties given in the tender document and the conditions there of and all other relevant documents before quoting the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenders. It shall be definitely understood that the schedule is liable to alterations at the discretion of accepting authority.
5. Tenderers shall keep the offer valid for a period of 90 days from the date of opening of tender. After submitting the tender, he will not recall his offer or modify the terms and conditions thereof. Should the tenderer fail to observe or comply with the foregoing stipulations, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified.
9. BHEL award the work to single party on total lowest tender bid.
10. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.
11. The rates quoted by the contractor should be firm for the contract period. There shall be no revision in contract rates during the period of the contract.
12. BHEL reserves the right to negotiate for price reduction with L1 party and negotiated price will be considered as contract amount for all practical purposes.
13. BHEL reserves the right to terminate the contract at any stage without assigning any reason.
14. The contractor must have phone facility at his office/ residence or cellular phone for proper communication.
15. On receipt of the job work order, party has to follow certain things regarding labour payments like a) payment to contract labour as per the minimum wages act 1971 (latest) by 7th during that paid month. B) PF compliance: as per Section 36B of Employee provident fund schemes 1952, by 7th of every month are to submit a wage register for the previous month duly signed by the contract executing officer by showing workers engaged, no of days worked, basic wage and Dearness allowance proportionate to days worked, PF & ESI amount deducted from each

worker, Contract executing officer signature. By 15th of every month contributions made through bank challan, if delayed the contractor has to pay penalty of 17% of PF amount and 12% simple interest on the PF Amount for the delayed days. If not fulfill by contractor permission will not be renewed

16. Contractor is wholly responsible for injuries/ death of the person employed by him arising due to accident during the contractual period. At any point of time BHEL will not be responsible for any loss/ damage to the person arising out of accident for performing the contractual obligations.
17. Withdrawal from contract during contract period in BHEL will entail forfeiture of security deposit.
18. Soon after acceptance of tender the contractor shall enter into a contract agreement with BHEL, Ramachandrapuram, and Hyderabad.
19. The contract agreement shall be entered with BHEL, Ramachandrapuram, and Hyderabad on valid non judicial stamp paper of the value of Rs100/- to be purchased by the contractor at his own cost.
20. Labour engaged by the contractor should be disciplined & exhibit good behavior in dealing with employees of BHEL. Any misbehavior or conduct of any Peron engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.
21. Any dispute arising out of this contract should be referred to the sole arbitration of General Manager/ Spares, M&S of BHEL, Ramachandrapuram, Hyderabad-502 032 or his authorized representative whose decision shall be final and binding on both the parties.
22. In case of any suit or other legal proceeding arising out of and relating to the contract to be entered into the courts at Hyderabad/ Secunderabad and Sangareddy (Medak Dist.) A.P only shall have the jurisdiction.
23. The contractor should abide by the company's CISF Security/ safety rules and provide such safety requirements as per statutory rules and requirements of the factories act.
24. In case of breach of any of the terms and conditions of the contractor, BHEL reserves the right to cancel the contract either in part or full.
25. The contractor has to produce the bank guarantee, in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned, towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
26. In the agreement no mention shall be made regarding the number or the sex of the laborers to be employed by the contractor. The agreement shall not contain provision to hire labour like number of men, category of men, and number of maydays from the contractor for any type of work. All types of job work agreements shall be based on clearly quantified volume of work only.

27. The Executing Officer shall ensure the execution of work on quantifiable basis taking into account equipment and machinery deployed rather than availability of labour.
28. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
29. The labour employed by the contractor, if found in abetting any of fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such laborers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of state and Central Governments.

SPECIAL CONDITIONS

1. Time is the essence of the contract and the specified time of completion is upto which will be reckoned from the date of commencement of work.
2. These special conditions supplement the conditions to tenders and contracts and the general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract. These special conditions shall prevail.
3. All rates quoted shall be finalized work in site inclusive of all leads, lifts and other incidental charges and those in general conditions.
4. Before quoting his rates of the work, the tenderer shall inspect the site of work and the quarries from which various materials are to be brought and should satisfy him about the nature and scope of work to be executed and quality of materials procurable from the quarries. In every case the materials shall confirm to the relevant IS and shall have got to be approved by engineer in charge before they are used on the work. BHEL will not, however, after acceptance of a contract rate. Pay extra charges for any other reason. In case the contractor is found later on to have misjudged the nature and scope of the work and also the availability of materials.
5. The issue of materials is governed by the conditions specified in the schedule-B (If any). All other materials shall be supplied by the contractor himself and the rates for the relevant items are inclusive of all such supplies.
6. BHEL is reserve the right to deviate wither by addition or by deletion from the schedule of items of work given in the tender document after awarding the work.
7. In case of any difference between agreement wording and detailed drawings the interpretation of the site engineer shall be final and binding on the contractor.
8. The final acceptance of work in all items are subject to proper behavior after testing regardless of whether the items or paid or not.
9. All debris and surplus material shall be cleared from the site as and when directed by the site in charge.
10. Permissions for labour and materials shall be obtained in the prescribed formats.

ANNEXURE-C

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL

1. The Contractor will ensure that the employees deployed by him in the premises of BHEL are physically and mentally fit and do not have any criminal record.
- 2) The Contractor will maintain records of his employees deployed to carry out the job.
- 3) The Contractor will provide employment card/Identity card with photograph duly attested by him to his employees.
- 4) The Contractor will provide uniforms / safety appliances to his employees.
- 5) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
- 6) The Contractor will obtain insurance cover for his employees and take third party risk insurance coverage at his own cost.
- 7) The Contractor will decide the number of employees to be deployed for execution of the work awarded to him and will be solely entitled to dictate such workers about the manner of carrying out the work.
- 8) The Contractor or his authorized representative will supervise the work allotted to him and being carried out by his employees or will post a Supervisor for this purpose.
- 9) The Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, contractor will replace such employee immediately.
10. The contractor will ensure that the job is executed through the employees on his rolls and under no circumstances he will deploy any casual employee to carry out the job nor shall he sub-contract the job awarded to him.
- 11) The Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- 12) The Contractor will ensure that all precautions are taken for the safety of his employees.
- 13) The Contractor will provide to his employees all tools, tackles and equipments required to carry out the job under the contract at his own cost.
- 14) The Contractor will provide safety appliances at his own cost which may be required under the statute or otherwise.
- 15) The Contractor will provide all material at his own cost as mentioned in the contract to his employees for carrying out the job.
16. Spares will be supplied by BHEL free of cost.

B. STATUTORY

- 17) All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act etc. shall be complied with by the contractor.
- 18) The Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 19) The Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their

timely disbursement. These records need to be preserved for a period of at least 3 years and made available even after the contract is over for any verification by the statutory authorities.

- 20) The Contractor should have independent code numbers under EPF & MP Act, 1952 and ESI Act, 1948 and he shall cover his employees under the said codes.
- 21) The Contractor shall provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF.
- 22) The Contractor shall ensure payment of ESI contribution under ESI Act, 1948.
- 23) The Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
- 24) The Contractor shall furnish proper returns to the concerned statutory authorities.
- 25) The Contractor shall be solely responsible for non payment/ delayed payment of wages, contributions under EPF & MP Act, ESI Act etc.
- 26) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit/other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.
- 27) The Contractor shall indemnify BHEL against all claims and losses under various statutes or any civil or criminal law in connection with employees deployed by him.
- 28) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 29) The Contractor shall obtain licence under CL(R&A) Act, 1970.

ANNEXURE-D

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, BHEL reserves the

right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

4. **The contractor shall deposit an amount of (10% of contract value) as security with BHEL in the form of pay order /bank guarantee / FDI in the name of contractor A/c – BHEL duly discharged on the back.**

EMD will be adjusted towards S.D, Balance S.D will be recovered from subsequent bills @10% of the bill amount till equal to SD Amount. This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to deduction on account of company dues, non-deposit of statutory dues etc. No interest shall be payable on the security deposit.

5. The decision of BHEL regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the Contractor.
6. Any matter arising out of or in connection with the agreement shall be under jurisdiction of SANGAREDDY/ HYDERABAD Courts.
7. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor.
8. The contract will be operative for 7 months. Commencement of work will be from the date of work award. The parties reserve the right to extend the contract on mutually agreed terms and conditions.
9. All disputes between the parties to the contract arising out of or relating to the contract either concerning the terms and conditions of the contract or its implementation will be settled by the parties amicably. In case the dispute is not resolved, the same shall be referred for conciliation by an officer of BHEL. In case it still remains unresolved, the dispute will be referred for arbitration by an officer of BHEL. (In case arbitration by an officer of BHEL is not acceptable, the same could be entrusted to any mutually agreeable Government functionary or an independent person). The venue of arbitration shall be office of *General Manager/ spares, M&S* (indicate place). The arbitrator will give his award within a period of four months or within such extended time as may be agreed by the parties. The award of the arbitrator shall be final, conclusive and binding on both the parties.

Price bid part shall be submitted in a separate cover in sealed condition

Should be submitted in a sealed cover

Part-B

ANNEXURE-1/1

SCHEDULE OF WORK

REVAMPING OF EOT / Gantry CRANES EOT CRANES – 4 Nos.

- 1) 70-1513 Capacity – 5Ton 2) 51- 6093 Capacity – 15 T
 3)05- 2912 Capacity – 15 Ton 4) 70 – 1501 Cap 15 Ton

SI.No	Description of work	QTY	unit	Per	Crane
				Unit rate Rs.	AMOUNT RUPEES
1	Removal of existing cables and handing over to scrap yard through Cranes Maintenance section	LS	Lump sum		
2	Fabrication and Installation of Junction boxes with suitable stand and detachable cable glands with plates, fixing of cable glands of size 540 x 540 x 360 mm	3	Nos.		
3	Fabrication and Installation of stands for panel board, resistance boxes	9	Nos.		
4	Erection of control panels, resistance boxes and Junction boxes on stands	7	Nos.		
5	Re-wiring of complete crane with Armoured Aluminum cable	LS	Lumpsum		
6	Installation of limit switches, bell, main Switch, under bridge light for each crane	LS	Lumpsum		
7	Installation of cable trolley on I - beam	12	Nos.		
8	Laying, dressing, glanding and termination of copper flexible cables (scope of contractor supply)	200	Meters		
9	Motor alignment to be checked RV to be checked, checking and replacement of carbon brushes, checking and replacement of jumper wire from slip rings to terminal box, greasing of motor bearings. In case any motor is defective, it is to be lowered and to be sent to repair shop for repairs. It is to be re-fixed on the crane after repairs	4	Nos		
10	laying of perforated cable trays for running cables a) 150mm X 25mm X 2mm b) 100mm X 25mm X 2mm	LS	Lump sum		

Total Amount for One Crane:

Total Amount for 4 Nos Cranes of Annexure-I :

SCHEDULE OF WORK FOR REVAMPING OF 10 Nos. OF EOT / Gantry CRANES

- 1) Asset No: 01- 1751- 20/5 Ton 2) 01-1960 – 30/5 ton
 3) Asset No: 01-1733 - 30/5 ton 4) 05-1901 – 30/5 Ton
 5) 06-1630 – 30/5 Ton

SI.No	Description of work	QTY	unit	Per crane	
				Unit rate Rs.	AMOUNT RUPEES
1	Removal of the following existing items a) damaged panels b) resistance boxes and Junction boxes c) pushbutton stations d) damaged cables- 600 meters and handing over to scrap yard through Cranes Maintenance Section	LS	Lump sum		
2	Fabrication and Installation of Junction boxes with suitable stand	3	Nos.		
3	Fabrication and Installation of stands for panel boards, resistance boxes and junction boxes	13	Nos.		
4	Erection of control panels, resistance boxes and Junction boxes on the crane at a height of 14 meters	12	Nos.		
5	Installation of cable trolleys on I – Beam	14	Nos.		
6	Re-wiring of complete crane with Armored Aluminum Cable	LS	LS		
7	Laying of Copper Flexible Cable 500 Meters	LS	LS		
8	Supply & execution of cable end joints with cable glands, copper tinned lugs, ferrules, bunching belts and buttons (scope of contractor supply)	LS	LS		
9	Installation and alignment of EHT Brakes	4	Nos\		
10	Installation and alignment of limit switches for LT, CT, MH & AH	LS	LS		
11	Installation of under bridge lights.	4	Nos		
12	Installation of bell	1	Nos.		
13	Supply and Laying of perforated cable trays of the following size 300 mm x 25 mm x 2mm 150 mm x 25 mm x 2 mm; 75 mm x 25 mm x 2 mm	LS	LUMPSUM		
14	Supply and clamping of all the cables on the	LS	LUMPSUM		

	crane with aluminum strips of 25 x 2 mm				
15	Supply and Earthing for all panels, resistance boxes, motors and other electrical equipment with 25 x 3 mm aluminum strips.	LS	LUMPSUM		
16	Motor alignment to be checked. RV to be checked, checking and replacement of carbon brushes, checking and replacement of jumper wire from slip rings to terminal box, greasing of motor bearings. In case any motor is defective, it is to be lowered and to be sent to repair shop for repairs. It is to be re-fixed on the crane after repairs - 5 Motors in each crane	LS	LUMPSUM		

Total Amount for One Crane:

Total Amount for 5 Nos Cranes:

ANNEXURE-1/ III

SCHEDULE OF WORK FOR "REVAMPING OF 5 Cranes EOT/ Gantry CRANES
(ASSET NOS: 01-1794 - 50/10 Ton & 06-1624 - 50/8 Tons & 06-1248 – 60/15 Ton
51-6046 – 75/15 ton, 01-1789- 80/15 ton)

SI.No	Description of work	QTY	PER Crane		AMOUNT RUPEES
			unit	Unit rate Rs.	
1	Dismantling of the existing items a) damaged panels, b) resistance boxes & junction boxes, c) push button stations d) damaged cables – 600 Meters approx and handling over to stores/ scrap stores after removal from the crane	LS	Lump sum		
2	Fabrication and Installation of Junction boxes with suitable stands	3	Nos		
3	Fabrication and Installation of stands for panel boards, resistance boxes, Junction boxes	13	Nos.		
4	Erection of control panels, resistance boxes and Junction boxes on crane at height of 14 meters.	12	Nos		
5	Installation of Cable Trolleys on I - Beam.	14	Nos.		
6	Re wiring for complete crane with aluminum armored cable	LS	LUMPSUM		

				Unit rate	AMOUNT
SL.NO	DESCRIPTION OF WORK			Rs.	RUPEES
7	Laying of Copper Flexible Cable 500 Meters	LS	LUMPSUM		
8	Supply & execution of cable end joints with cable glands, copper tinned lugs, ferrules, bunching belts and buttons (scope of contractor supply)	LS	LUMPSUM		
9	Installation and alignment of EHT Brakes	4	Nos		
10	Installation and alignment of limit switches, LT, CT, MH,AH	4	Nos		
11	Installation of under bridge lights.	4	Nos		
12	Installation of bell	1	Nos.		
13	Supply and Laying of perforated cable trays of approx 50 Meters length 300 mm x 25 mm x 2mm 150 mm x 25 mm x 2 mm; 75 mm x 25 mm x 2 mm	LS	LUMPSUM		
14	Supply and clamping of all the cables on the crane with aluminum strips of 25 x 2 mm	LS	LUMPSUM		
15	Supply and Earthing for all panels, resistance boxes, motors and other electrical equipment with 25 x 3 mm aluminum strips.	LS	LUMPSUM		
16	Motor alignment to be checked, RV to be checked, checking and replacement of carbon brushes, jumper wire from slip rings to terminal block, greasing of motor bearings. In case any motor is found to be defective, it is to be lowered and to be sent to repair shop for repairs. It has to be refixed on the crane after repairs.	5	One Unit		

Amount for ONE Crane

Rupees

ANNEXURE-III AMOUNT:

5 Nos x Rs. each) Rs

TOTAL FOR ANNEXURE-1/I Rs.
TOTAL FOR ANNEXURE-1/II Rs.
TOTAL FOR ANNEXURE-1/III Rs.

TOTAL AMOUNT Rupees:

Taxes:

Bidders signature