

Filled Tenders to be dropped in 02 Annexe/ GF- M&S TENDER BOX

Bharat Heavy Electricals Limited
Ramachandrapuram :: Hyderabad – 502 032

Website: //www.bhel.com / tender notifications

NOTICE INVITING TENDER

Name of the department : (M&S DEPARTMENT/ P&C)

Tender Notice No: **M&S: P&C: 2010 :018**

DATE: 19.10.2010

Sealed tenders in two bids (Techno-commercial & Price bids) are invited from reputed manufacturers of EOT Cranes / reputed firms specializing in maintenance of EOT and Gantry Cranes for maintenance of 86 Nos. of EOT, Gantry and Semi Gantry Cranes of capacity ranging from 2 Ton to 175 Ton inside BHEL factory area in a sealed cover. The cover shall be superscribed 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 09.11.2010, 13.30hrs. in the presence of tenderer's or their authorized representatives in purchase co-ordination Department, adj to F1 gate BHEL, Ramachandrapuram, Hyderabad

1. Name of the Work : ***Maintenance of 86 Nos. EOT Cranes in 201, 206, 251 & 12 Stores Depts, Frame 9 FA and Jib cranes of BHEL R.C.Puram Factory.***
2. EMD : ***Rs.1,00,000/-***
3. Approximate Estimated value of work : **Rs 44.57 Lakhs for 1 year + Taxes**
4. Cost of tender documents : **Rs500/-**
5. Last date for sale of tender documents : **08.11.2010**
6. Last date for receipt of tender : **09.11.2010 upto 11.00 AM**
7. Date and time of tender opening : **09.11.2010 after 13.30 hrs**
8. Period of completion
(duration of the contract) : **12 MONTHS extendable by one more year**

(Devesh Raj)
Sr.DGM/M&S/P&C, Telecom

Phone:040-23183334

Fax:040-23186059

e-mail id: devesh@bhelhyd.co.in

All pages should be signed at bottom of each page

EMD : An amount of Rs. 1,00,000/- towards EMD by way of Demand Draft/Banker's cheque drawn in the name of "Bharat Heavy Electricals Limited" payable at Hyderabad and shall be enclosed to the technical bid. No other means of payment will be accepted.

NOTE: Terms and conditions for reverse auction will be furnished later or can be viewed from www.bhel.com, reverse auction will be conducted after technical scrutiny.

Tender Notice No: M&S/P&C/2010/18 Dated: 19.10.2010

PRE QUALIFICATION

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- I. The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid **In case the agency fails to enclose the following documentary proof with tender the tender will be liable for rejection.**

Pre Qualification

The following conditions will have to be satisfied by the tenderer and documentary proof is to be enclosed along with the tender bid. **In case the bidder fails to enclosed the following documentary proof with tender, the tender will be liable for rejection.**

a) In case of Crane manufacturers

- (i). The vendor should be manufacturer of EOT/ gantry cranes with an average annual turnover of Rs 8 Crores or above in the last three years as on date of enquiry and should be willing undertake the specified work.
(ii) The vendor should have manufactured atleast 2 nos. EOT Cranes of 50 T capacity or higher in the last 3 years

Both the above conditions with documentary evidence should be fulfilled.

OR

(b) Incase of bidder being a firm in the area of AMC of Cranes

- (i) Experience of having successfully completed AMC works of EOT / Gantry Cranes of minimum 1 no. of capacity 100 T or above. Atleast one performance certificate for having successfully executed AMC of Cranes in the last 3 years from Govt / PSU should be enclosed.

(ii) Average annual financial turnover during the last 7 years ending 31st march of the previous financial year should be at least 30% of the estimated cost.

- (iii) Experience of having successfully completed maintenance of Cranes works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

3 works of maintenance of EOT Cranes completed works costing not less than the amount equal to 40% each of estimated cost Rs 17.83 lakhs.

OR

2 works of maintenance of EOT Cranes completed works costing not less than the amount equal to 50% each of estimated cost Rs 22.29 lakhs.

OR

1 works of maintenance of EOT Cranes completed works costing not less than the amount equal to 60% each of estimated cost i.e Rs 26.75 lakhs.

NOTE: Experience in areas other than AMC of EOT/gantry Cranes will not be considered.

All the above three ie (i) to (iii) conditions with documentary evidence should be fulfilled.

3. 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.
4. ESI code no. with proof of allotment.
5. P.F.Code no. with proof of allotment.
6. VAT No / TIN No. with proof of allotment / applied proof / to be submitted before commencement of work.
7. PAN number with proof of allotment.
8. Valid Labour Licence : to be submitted before commencement of work.
9. If the contractor has not quoted the rate for the any item(s), it is considered as incomplete tender and tender can not be accepted.
10. The contractor shall affix his signature at the end of each page of this tender documents (technical and price bids).
11. BHEL shall have the right to reject any tender based on past unsatisfactory performance.
12. 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 including works contract Vat / Service Tax etc. 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, TPT, Telecom & PD), 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 be download through BHEL web-site <http://www.bhel.com>. Cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order 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 – under standing.
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 with out 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. PENALTY CLAUSE:
As per point No 7 of Annexure IV
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 finalised on lowest cost to BHEL based upon the lowest rate of total value per annum. Thus arriving to total value of the tender other than 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.

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 ELECTRICAS LIMITED
RAMACHANDRAPURAM:: HYDERABAD-502 032**

M&S DEPARTMENT / PLANNING & CO-ORDINATION

***Work: Maintenance of 86 Nos. EOT Cranes in 01, 06, 51 & 12 Stores
Depts and other allied areas of 01 shop and jib cranes***

TECHNO- COMMERCIAL BID (PART-A)

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 :
FULL POSTAL ADDRESS

Telephone & Fax Number
email id:
contact person name :

Name of work :

	Description	Contractor's Remarks.
1.	Experience Outlined in page 2/3 in prequalification context Please refer page 2/3 for full description Write full details of work experience below.	Work Description – please fill up

	completion reports/ experience certificates should be enclosed for verification	
2.	PF CODE NO :	
3	ESI CODE NO:	
4	LABOUR LICENCE NO : if not available, acceptance to submit before commencement of work:	
5	Read the scope of work-Annexure-III clearly (special conditions).	
6	Acceptance to undertake the maintenance activity for 12 Months , acceptance to undertake for another 12 months at the same rate, terms and conditions.	
7	Validity: Minimum 90 days from technical bid opening date.	
8	EMD Rs1,00,000/- DD or bankers cheque Details	
9	Tender cost Rs 500/- bankers cheque/ DD or BHEL Cash Receipt details	
10	Security Deposit clause: acceptance (Details see under terms and conditions clause 8 /9, page 15/16)	
11	PAN No:	
12	Service Tax Regn No:	
13	Price quoted is firm during contract period also extended period. Quoted price is exclusive of taxes. Tax invoice should be produced for payments, tax credits arrived will be availed by BHEL	
14	PAYMENT TERMS: Progressive payments in Monthly basis for the crane maintenance will be released. Detailed bill should be submitted to cranes maintenance	

	along with HR clearance. Bill should be entered in measurement book with scope of work and other details. Release of payment may take about 30 days. payments will be credited to bank account through electronic funds transfer	
15	VAT NO:	
16	Maintenance period: Nil	
17	<u>PENALTY:</u> Penalty shall be computed only in cases of deficiency of service or where the downtime is attributed to failure of the contractor. The maximum penalty shall be limited to 10% of the total contract value for the said month. General rule for penalty calculation is given in page 13	
18	General conditions, acceptance to undertake the work as per Annexure- IV & V	
19	Obey the instructions of Cranes Maintenance incharge	
20	Willing to participate in reverse auction – In case the bidder refuses to participate in reverse auction, his bid will be disqualified	
21	Annual turnover during last 3 years To comply prequalification(average 14.56 lakhs per annum). 09-10 08-09 07-08 turnover copy certified by CA should be submitted along with offer.	

NOTE:

1. Techno commercial bids will be scrutinized with in short time. In case the agency has not satisfied all the above conditions with documentary proof, a chance will be given to submit unfurnished documents. otherwise the bid is treated as rejected and their price bid will not be opened.
2. In case of a firm, shall be in the name of the firm. However in case of sole proprietor or individuals these can be on the name of the sole proprietor or individual.
3. Copies of the statutory codes, turnover, work completion reports should be submitted along with technical bid
4. All the columns shall be filled with proper information, no blank is allowed.
5. Lowest offer will be decided on total minimum cost to BHEL.

NOTE:-

1. The above documents should be given along with the tender as otherwise, contractor's bills can not be processed and payments may be held up.
2. Techno commercial bids will be opened on the same day of receipt. After scrutiny in case the agency has not fulfilled all the above conditions with documentary proof, the bid is liable to be rejected and their price bid will not be opened.
3. In case of a firm, the tender shall be in the name of the firm, and for individual these can be in the name individual. In case of sole proprietorship of a firm he should submit a notarized affidavit to that effect. For partnership firms, the deed of partnership and power of attorney are to be submitted.
4. Though some of above documents are available with BHEL for those agencies who are presently working with BHEL, they also should submit one copy of the same.
5. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
6. A tender may be rejected while scrutiny of technical bids in case there is unsatisfactory past performance in the execution of an earlier contract.

M&S/ Cranes Department- BHEL

SCOPE OF WORK

1. OBJECTIVE:

The objective is to outsource the maintenance and related activities of EOT cranes available in 01, 06, 51 blocks, 11 or 12-Stores & plate yard & jib cranes in Ramachandrapuram factory. This document defines the detailed scope of work.

2. SCOPE OF WORK:

a. **BREAKDOWN MAINTENANCE:**

Breakdown maintenance of all components of EOT cranes mentioned in the document **M&S/Cranes/Terms/Outsource dt: 20.08.2010**

List of cranes will be furnished with work order.

MECHANICAL:

1. General checking of crane.
2. Topping oil in gearboxes
3. Checking lubrication of crane.
4. Lubrication of wire ropes.
5. Replacement of LT/CT wheels including bearings, wheel shafts, couplings, pedestals, gears, etc.
6. Drive mechanisms – LT, CT and hoist motions, replacement of gear boxes, bearings, oil seals, gas cuts, gears, input/output shafts, couplings, coupling bolts, drive shafts, pulleys, etc.
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/CT.
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.

ELECTRICAL:

13. Attending breakdown of electrical nature.
14. Replacement / minor repair of motors.
15. Replacement of fuses / fuse holders in electrical panels.
16. Replacement of contactor or contact points, if necessary.

17. Replacement of cables.
18. Repair / replacement of incoming mains switches on panel.
19. Replacement / checking of brake units.
20. Maintenance of junction boxes of CT, LT, MH, AH, Pendent, etc.
21. Repair / Replacement of cable trolleys.
22. Repairs / Replacement of floor operation push button pendent including push buttons.
23. Repair / Replacement of master control switches.
24. Topping / Replacement of oils in brake units.
25. Tightening loose connection on terminal boards.
26. Checking / Repair / Replacement of CT, LT rotary and counterweight limit switches.

ELECTRONICS:

27. Checking of Radio Remote Control system.
28. Repair / Replacement of remote control transmitter and receiver and
29. Replacement of PCB or push buttons of RRC in case of faults.
30. Maintenance / Replacement / Adjustment / Tuning of variable frequency drives (VVVF).

CLEANING OF CRANES:

31. All cranes to be cleaned 3 times in a year at regular intervals to remove any kind of waste materials / dust / oils/ grease, unused cables, etc.

b. PREVENTIVE MAINTENANCE:

32. Preventive maintenance of all EOT cranes mentioned in the document M&S/Cranes/Terms/Outsource at periodicity indicated in Anneure IV- (4) (i) .

DOWN SHOP LEADS MAINTENANCE:

33. Cleaning of DSL lines.
34. Tightening of porcelain insulators and replacement
35. Replacing / checking of current collectors.
36. Alignment of DSL lines.
37. Checking of power supply connections and DSL lines (Power feeding).
38. Repair / Replacement of power cables for DSL lines.

GANTRY MAINTENANCE:

39. Tightening of bolts on both sides of the gantry rail.
40. Replacement of bolts and washers wherever missing.
41. Filling tail gaps by welding or keeping suitable rail pieces and grinding properly after welding.
42. Replacement of rail pieces / re-alignment wherever necessary with new material.
43. Checking of end stoppers and welding / bolting rectification.
44. Cleaning of gantry walkways for removal of any unused / waste material.
45. Keeping handrails provided on walkways platforms in good condition.

OUTSOURCING MAINTENANCE OF LIFTING MACHINES

Ref: M&S/Cranes/Terms/Outsource dt: 20.08.2010

1. OBJECTIVE

The objective is to outsource the maintenance and related activities of EOT available in 01, 06, 51 blocks and 12 stores and other allied areas connected to above of BHEL, Ramachandrapuram factory.

2. SCOPE OF WORK

Presently there are 86 nos. EOT cranes (of maximum capacity 175 tons) in these areas of work. The scope of work shall comprise the following:

- a) Breakdown maintenance
- b) Preventive maintenance
- c) Maintenance of DSL
- d) Maintenance of gantry

3. TERMS & CONDITIONS

Experience of personnel:

Engineers	Engineering degree with 2 years work experience or Diploma with 5 years work experience
Supervisors	Diploma with 2 years work experience or ITI with 5 years work experience - Nos-2
Fitters / Electricians	ITI with work experience - Nos 5 + 5
Unskilled workers/ Helpers	10 persons.

All personnel being deputed shall have previous experience in maintenance of EOT / Gantry cranes. Documentary evidence in support of above to be provided with the offer.

4.

- a) The contractor's personnel shall be available in the factory premises in first and second shifts of all working days of BHEL, and in first shift of all Sundays.
- b) Sufficient staff shall be maintained by the contractor for undertaking the work. A responsible and competent supervisor shall be posted at each of the major blocks (01, 06 and 51) to coordinate and supervise the work in each shift.
- c) 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.
- d) Total number of cranes (EOT is presently 86 nos. The no of cranes may Increase by 10%, these should be covered automatically under the purview of this contract without any increase in the price.

- e) The scope of work will include complete repair of mechanical, electrical, radio remote control, hydraulic, structural, pneumatic, etc items/components relevant to the cranes.
- f) The cranes shall be maintained at an average uptime not less than 98% of the total available time.
- g) 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/Cranes section after endorsement from concerned Block Maintenance In-charge.
- h) The contractor shall adhere to the priority fixed by the Block Maintenance/Cranes In-charge for taking urgent repair work.
- i) Preventive Maintenance work of the Cranes shall be done twice in a year as per the checklist provided by BHEL.
- j) The Cranes, DSL and gantry shall be periodically cleaned.
- k) As BHEL has been accorded with ISO-9001, ISO-14000 and OHSAS 18001 certifications, the contractor shall carry out qualitative work and environment friendly activities. Necessary documentation /paper work shall also be maintained.
- l) Contractor shall arrange his own tools and tackles for removal, dismantling, assembling and reinstallation of hoist/motors/Gearboxes, etc. However, all spares including consumables like gear oil, dashpot oil, electrodes, grease, cotton waste, contactors, relays, 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, the contractor to minimise the break- down time, shall adopt vigilant action for better parts / methods voluntarily.
- m) Contractor shall maintain all records like breakdown forms, spares list, all other records pertaining to his work.
- n) The contractor shall maintain accidents / incidents register.
- o) For working at heights, Work Permit System shall be followed and records should be maintained.
- p) No foreign/used unused/scrapped/broken parts shall be left on the crane/gantry/ bridge so that likely accidents due to their falling can be avoided.
- q) All used/worn out/scrapped/replaced spares/parts shall remain be the property of BHEL.
- r) 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.
- s) 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 version of AP Factories Act.
- t) All the contractor's personnel shall use PPE's (Personnel Protection Equipment).
- u) The contractor shall engage experienced personnel for the maintenance of Cranes- minimum of 1 Engineer, 2 supervisors, 5 fitters/ Mechanics , 5 Electricians and 10 helpers)
- v) The contractors shall furnish adherence point-wise to all points of these specifications otherwise offer shall not be considered.

5. PERIOD OF CONTRACT

The period of contract will be initially for 1 year. BHEL reserves the the right to extend the contract for One more year with the same rate, terms and conditions.

6. TERMS OF PAYMENT

Payment shall be made against submission of running bills on monthly basis on production of satisfactory performance report from the contract executing officer along with clearance certificate obtained from HR department.

7. Penalty Clause:

Individual crane shall be maintained at uptime of atleast 98% (averaged in one calendar month) penalty shall be applicable/ leviabale for example if 2 cranes out of 86 Nos have Uptime less than 98% during the month, the penalty shall be $\frac{2}{86}$ of the monthly contracted value. Penalty shall be computed only in cases of deficiency of service or where the downtime is attributed to failure of the contractor. The maximum penalty shall be limited to 10% of the total contract value for the said month.



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

No. M&S/P&C/2010/18 **Date: 19.10.2010**

1. Sealed Tenders will be received by the SR.DGM/M&S(P&C), Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at his office up to **11.00** hours on **09.11.2010** for the work of “ **AMC/ Outsourcing maintenance of EOT Cranes.**” Ramachandrapuram, Hyderabad-502 032.A.P.. Tenders (Technical bid) will be opened in Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32. on the same day at 13.30 hours in purchase co-ordination office. 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. The tender should be in the form of obtainable from the Office of the Sr.DGM/M&S. The Andhra Pradesh Detailed Standard specification and other documents relating to the contract such as additional specifications, proforma for Bank Guarantees, descriptive specifications sheets regarding materials etc., can be seen at any time between 09.00 A.M to 14.00 Noon in the office of the Sr.DGM/M&S . Tender forms and other particulars regarding the proposed work can be obtained on any working day from 09.00 to 16.00 hours upto **08.11.2010** on payments of the prescribe sum of **Rs. 500/- through web** per set as non-refundable.

2. Tenders must be submitted in sealed covers and should be addressed to the Sr.DGM/M&S, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32, 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.100,000/-** 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) Cash Receipt from B.H.E.L., Cash Office
- b) Bankers cheque / Demand Draft.

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 SR.DGM/ M&S upon written information to him. He shall forth with upon intimation being given to him by the AGM/TA&HA 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 – “A”. 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 Upto Rs.50 lakhs	:	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	:	Rs. 4 lakhs + 5% of the Amount Exceeding Rs. 50 lakhs

- 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 should be furnished for each contract, SD. Will not continue for subsequent fresh contract. Any how SD will be nrefunded after final bill claim also settlement of the bonus @20% to the persons engaged for the period engaged.

DIRECTIONS TO PARTIES FOR TENDERING

1. If at any time, B.H.E.L., supplies materials other than those specified in the agreement at the request of the contractor for use on work, they will be charged at the market value prevailing at the time of supply or issue rate plus 12 ½% whichever is greater.
2. The tenderer shall examine closely, the Andhara Pradesh Standard specifications, and also the relevant clauses of the standard preliminary specification before submitting his tender unit rates which shall be for finished work in site. The contractor should purchase a book of Andhra Pradesh Standards Specifications for his references. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer.
3. Each tenderer must quote the PAN no. with proof of allotment by the Income Tax Authority. In the case of proprietary firm, it will be necessary to quote the aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
4. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the queries, and satisfy himself.
5. The tenderers are required to quote their tender value in the respected colum of the price bid The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

TENDER FOR THE WORK

I/We _____ do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

Bidder with Address

TENDERER'S AND CONTRACTOR'S CERTIFICATE

In case employed regularly without gap by the contractor:

1. I hereby declare that I have perused in detail and examined closely the Andhra Pradesh Standard Specifications and it's 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 "**AMC/ Outsourcing maintenance of EOT Cranes** " 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 Manager (HR-IRX) Ref. No. HR/IR/CL/DA/2010 Date : .11.2010

Unskilled worker - Rs. 198.27 / Per day

Semi Skilled Worker - Rs. 217.38 /Per day

Skilled Worker - Rs. 240.80 /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 .12.2010 (commencement date) . In case, the workforce is engaged on over time by the contractor, they have to be paid double the wages. The workforce are also entitled for Holidays which are applicable to BHEL and 1 day leave of every 20 days of working and payment of bonus under the payment Act 1965 minimum : 20%
5. Conveyance Allowance, washing allowance and cycle maintenance Rs38.65 per day payable to the contract workforce by the contractor, does not qualify for any other benefits..
6. 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. Contractor shall also provide uniform, shoes and other personal protective Equipments wherever applicable to their workforce.
7. 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
8. Wages & allowance payments to labor should be directly credited to workers bank accounts by the contractor.
9. Contractor should provide PPE's : Uniform- 2pairs; safety shoes- 1pair; safety belt- safety helmets; safety gloves to all the persons deployed for the AMC work on cranes.

GENERAL TERMS & CONDITIONS (AGREEMENT)

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 (Rs1,00,000/- + 7.5% 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 This security deposit shall be liable to be returned to the contractor after termination of the contract, 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 his 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 Sanga Reddy/ 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 commence on ()date and will remain valid for a period of 1 year till () date. The parties reserve the right to extend the WORK on the same rate an other terms and Conditions, but fresh agreement.
9. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.

10. The Entry permits are to be issued to the Contract Labour by Assistant Commandant / CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General manager / Personnel.
11. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
12. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
13. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
14. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
15. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
16. The contractor must satisfy himself by personal study and examination of the drawings / specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
17. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the “Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself.
18. Contractor on the advise of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.
19. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
20. The contractor shall give all notices required by the acts regulations , bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and

- decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
21. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims there under.
 22. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
 23. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
 24. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
 25. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
 26. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
 27. The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRAPURAM, HYDERABAD-502 032.
 28. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
 29. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.

30. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
31. The contractor shall provide the required safety equipment to labours engaged by him.
32. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
33. The contractor shall be responsible to settle any grievances of the labour deployed by him.
34. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
35. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
36. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.
37. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
38. For all modifications, omissions or additions to the approved drawings and specifications, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
39. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
40. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
41. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
42. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or materials rejected or pronounced to

- be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
43. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
 44. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
 45. Contracts 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 to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
 46. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems fit to improve the quality of work of the company may take such action as it deems fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
 47. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
 48. Any electric power required for contractor's machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges thereon shall be recovered from the contractor.
 49. The contractor shall conform to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
 50. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
 51. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.

52. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's security deposit/pending bills.
53. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
54. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
55. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
56. The company reserves the right to enter into parallel agreement with one or more contractor at their discretion. BHEL reserves the right to cancel the contract at any time if the performance of the contractor is not satisfied by giving due intimation.
57. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
58. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers 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 Government.
59. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
60. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
60. The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
62. 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. 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 Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

CONTRACTOR(S)

ACCEPTING AUTHORITY

ANNEXURE- VII

JOB WORK AGREEMENT TERMS AND CONDCTIONS

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL

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

- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

II) TOWARDS STATUTORY LIABILITY

- a) 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, Service Tax Act and all other applicable Acts shall be complied with by the contractor.
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment / delayed payment of wages / DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.

- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus Act, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

CONTRACTOR(S)

ACCEPTING AUTHORITY

Should be submitted in sealed cover

Part- II

PRICE BID FORMAT

ANNEXURE-I

SCHEDULE OF WORK FOR “OUTSOURCING MAINTENANCE OF EOT/ Gantry Cranes -86 NOS IN 01,06,51,RUY, FRAME 9 FA, ETC and Jib cranes -- ONE YEAR PERIOD

Sl. No	Description of work	Quantity	Unit	Unit Rate per month	Amount for 12 Months
1	Carrying out the following activities on 86 Nos. EOT/ Gantry Cranes located at 01 block, 06 block, 51 Block & 12 stores and other allied areas connected to above a. Breakdown Maintenance including electrical,mechanical, electronics,remote controls etc b. Preventive Maintenance c. Maintenance of DSL d. Maintenance of Gantry as per Annexure-IV	12 Months	Monthly Charges		

Total amount Rupees

Rupees in words:

TAXES If any :

Acceptance to undertake the work for 2nd consecutive year at same price, terms and conditions:

Bidders Signature