



Bharat Heavy Electricals Ltd
Electronics Division
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Tender Document

Name of the work:

AMC for Overhead Material Handling Equipments.

Tender Opening Date: 26.05.2017

This Tender document contains 28 pages



NOTICE INVITING TENDERS

01. Tender Reference : FS/PMG/2017-19 Dated: 27.04.2017
02. Name of the work : AMC for Overhead Material Handling Equipments
03. Period of contract : 02 Years
04. Estimated Cost (including taxes) : Rs. 2.6 Lakhs (For two years)
05. Earnest Money Deposit : Rs. 6,000/-
06. Last Date & Time for the Receipt of Completed Tender. : **Before 1.00 PM on 26.05.2017**
07. Date & Time for Tender Opening (Technical Bid) : **At 1.30 PM on 26.05.2017**
08. Place of submission of completed Tender: Tender document shall be dropped at **FS&T tender box No.7** kept at Reception, BHEL, Electronics Division, Mysore Road, Bangalore -26.

This tender document contains 28 pages including the following.

I. Technical Bid : Pages from 1 - 24 (PART - I)

- a) Technical-cum-commercial Bid
- b) Essential Criteria for Techno-Commercial Acceptance of Bid
- c) Other conditions
- d) Instructions to tenderers
- e) Scope of Work
- f) General Conditions of contract and others

II. Price Bid : Pages from 25 – 28 (PART - II)

- Note:**
1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
 2. The tenderer shall return the duly filled in tender document after affixing signature and seal on all pages.
 3. The Tenderers shall ensure and put “Technical cum Commercial bid (Part – I)” and “Instructions to Tenderers” together in one cover along with EMD DD or Pay order. (Page 1 to 24) and “Price bid (Part – II)” in a separate cover (Page 25 to 28).

Both these covers shall be separately sealed and then put together in a single (MAIN) cover and sealed. All the sealed covers shall be properly identified with necessary information such as Tender reference, type of document put inside, date of tender opening to enable to open the correct document cover only.



PART - I

a) **TECHNICAL-CUM-COMMERCIAL BID**
(To be furnished by the Bidder)

Name of work: AMC for Overhead Material Handling Equipments

Tender Ref : FS/PMG/2017-19 Dated: 27.04.2017

Information Part:

Sl. No.	Particulars	To be filled by Bidder
1.0	Name of the Contractor	
	Please mention whether you are a registered entity-company/firm/proprietary etc. and if so, details of registration.	
2.0	Address (Office)	
4.0	Telephone Number	
	Office	
	Mobile No.	
5.0	Email id.	
6.0	Technical Staff Details (Use separate sheet if reqd.)	Furnished/ Not Furnished
7.0	Working Staff Details (Use separate sheet if reqd.)	Furnished/ Not Furnished

b): Essential Criteria for Techno-Commercial Acceptance of Bid

S.N	Particulars	To be filled by Bidder
1.0	Experience Certificate for successfully completed similar works during immediate last 7 years as mentioned below: <i>(Similar work means AMC works for Overhead Material Handling Equipments)</i> One work not less than Rs.2.4 lakh or Two works of not less than Rs.1.5 lakh or Three works of not less than Rs.1.2 lakh (Copy of performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy is not adequate)	
2.0	Average Turn Over of the last three years (not less than Rs 0.9 lakhs/year)	
2.1	Turn over - Previous financial year	Rs.
2.2	Turn over - 1 year before previous financial year	Rs.
2.3	Turn over- 2 years before previous financial year	Rs.
3.0	Whether Registered with ESI / PF Authority	Yes/ No
3.1	If Yes, indicate PF Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
3.2	If Yes, indicate ESI Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
3.3	If No, Is the tenderer willing to register with the ESI and PF authorities before commencement of work if becomes L1 and awarded work order.	Yes/No
4.0	Security Deposit Clause as per NIT	Acceptable/ Not Acceptable
5.0	The bidder should have office in Bangalore with land line/mobile telephone and E-mail for emergency contact. Please provide address, Phone numbers & E-mail ID.	Details:

Note: If any of the above mentioned criteria is not met the bid will be rejected



c: Other Conditions:

10	Form of EMD furnished (Cheque is not acceptable)	DD/ Pay Order
1.1	Cash (receipt No. and Date)	
1.2	DD Particulars	
2.0	General Conditions of Contract & NIT	Acceptable/ Not Acceptable
3.0	Contract period mentioned in NIT	Acceptable/ Not Acceptable
4.0	Payment Terms defined in NIT	Acceptable/ Not Acceptable
5.0	PAN No. of Tenderer (Copy of the same to be enclosed)	Enclosed/Not enclosed
6.0	Service Tax registration No. of Tenderer (Copy of the same to be enclosed)	Enclosed/Not enclosed



d) INSTRUCTIONS TO TENDERERS

Name of work: AMC for Overhead Material Handling Equipments

Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of AMC for Overhead Material Handling Equipments.

1. Tenders should be addressed to Sr. Manager / Factory Services, Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, Tender reference, Name of the work and the Date of opening of the tender should be indicated on the cover.
- 1.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number , FAX /e-mail address, Mobile phone No. etc.
2. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
3. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting tender.
4. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of Service Tax, Sales Tax etc., and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure 'C'). The tenderers shall fill amount of each item and the total on each sheet as also the grand total amount of the whole contract.

All the rates should be quoted in figure as well as in words and corrections if any are to be duly authenticated by the bidder.

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

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



- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.
5. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
6. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
7. The rates to be quoted by the tenderer shall be firm and should consist of all taxes including VAT. The service tax should be quoted in the service tax column in Price Bid. The service tax rate changes if any during the course of contract will be paid as applicable. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), service tax under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.
8. (a) The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.
- (b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
10. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.



11. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
12. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
13. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.
14. The EMD may be submitted in following forms:
 - a) Cash deposit as permissible under the extant of Income Tax Act (before tender opening only)
 - b) Electronics fund transfer credited in BHEL account. (before tender opening only)
 - c) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)
15. MSMED suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1(Refer Page No.25) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
16. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
17. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the



amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

18. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
19. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
20. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
21. Tenders submitted by post should be sent by “Registered Post with Acknowledgement due”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
22. The Contractor’s responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
23. **Fraud Prevention Policy:**

“The Bidder along with its associate/Collaborators/Sub-Contractors/sub-Vendors/Consultants/Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.”
24. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).
25. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
26. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.



27. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
28. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
29. The expenses for completing the stamping the agreement shall be paid by the contractor.
30. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
30. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 (Deleted) and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure B.
31. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable, equipment and after getting approval of connections from our Engineer-in-charge.
32. If applicable, the Contractor shall insure all his labourers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL.
33. The contractor shall obtain "MONTHLY PASS" to enter into the factory to carry out AMC activities. For this one time "POLICE VERIFICATION" of the individual shall be produced. To get Monthly pass previous month ESI and PF remittance challan and ECR copy shall be attached.
34. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government Agencies like ESI, PF, VIGILANCE etc.,
35. **TERMS OF PAYMENT:**
Payment will be made on quarterly basis against your invoice after satisfactory Services of each quarter along with submission ESI,PF –ECR and Challan copy of each month and to follow Karnataka State Minimum wages for payment of ESI and PF. HR formats needs to be filled during submitting the invoice. Bills shall be



forwarded to HR department for verification and after certification it shall be sent to Finance for payment process. The payment shall be made through EFT. Payment shall be made on PRORATA basis.

36. SECURITY DEPOSIT

36.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract Value. The EMD of the successful tenderer shall be converted and adjusted towards the required amount of the security deposit.

36.2 Security deposit may be furnished in any one of the following forms

- I. Cash (as permissible under the Income Tax Act)
- II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL
- III. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- V. 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.
- VI. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.
- VII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- VIII. The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (v) above will subject to hypothecation or endorsement on the document in favour of BHEL-EDN. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.

e) **SCOPE OF WORK:** AMC for Overhead material handling equipment.

This service contract is for maintenance and testing of overhead material handling equipment such as Jib cranes, Cage lifts, Hoists and EOT Cranes. The scope of works



involved in the maintenance and testing of the equipment, the terms and conditions are given below.

01. The Table-I gives the list of equipment, Location, Periodicity of preventive maintenance etc. No. of Periodical services in a year is mentioned against each equipment shown.
02. The Table-II gives the list of equipment for which periodicity of load testing and certification to be done ONCE IN A YEAR.
03. The Table-III gives the list of equipments for which the Periodicity of Load testing and certification to be done ONCE IN SIX MONTHS.

Table - I							
SI No	Service No	Item Description	No. of Items	No of service per annum (Periodicity)	Total no. of service per annum (A X B)		
			(A)	(B)	(C)		
1	3000113	0.5 ton JIB Crane	2	4	8		
2	3000114	1 Ton Cage Lift	2	4	8		
3	3000117	1 Ton Cage lift Canteen	1	4	4		
4	3001032	0.5 Ton cage lift sa-mpc store	1	4	4		
5	3000118	0.5 Ton cage lift canteen	2	4	8		
6	3000119	10/5 Ton EOT Crane	1	12	12		
7	3000120	10 Ton EOT Crane	2	6	12		
8	3000121	5 Ton EOT Crane	2	4	8		
9	3000124	1 Ton Chain Pulley Block	1	2	2		
10	3000125	5 Ton Jib Crane	1	4	4		
11	3000126	2 Ton Jib Crane	1	4	4		
12	3000655	15 Ton Gantry crane	1	4	4		
13	3001031	750 kgs material cage lift	1	4	4		



TABLE-II							
Periodicity of Load testing & certification: Once in A YEAR							
Sl No	Service No	Item Description	No of Items	No of Testing per annum	Actual no of testing per annum (A X B)		
			(A)	(B)	(C)		
14	3000282	0.5 Ton Jib Crane	2	1	2		
15	3000284	5 Ton JIB crane Tralley	1	1	1		
16	3000285	2 Ton Jib Crane	1	1	1		
17	3000289	10/5 Ton EOT Crane	1	1	1		
18	3000290	10 Ton EOT crane	2	1	2		
19	3000291	5 Ton EOT Crane	2	1	2		
20	3000294	1 Ton Chain Pulley Block	1	1	1		
21	3000656	15 Ton Gantry crane	1	1	1		
22	3000296	Wire Ropes and slings	60	1	60		

TABLE-III							
Periodicity of Load testing & certification: Once in SIX MONTHS							
Sl No	Service No	Item Description	No of Items	No of Testing per annum	Actual no of testing per annum (A X B)		
			(A)	(B)	(C)		
23	3000283	1 Ton cage lift	2	2	4		
24	3000287	1 Ton cage lift canteen	1	2	2		
25	3000288	0.5 Ton cage lift canteen	2	2	4		
26	3001018	0.5 Ton cage lift SA-MPC store	1	2	2		
27	3001033	750 kgs material cage lift	1	2	2		



04. Your quotation must be for individual equipment for the above mentioned works.
05. Your service persons to be qualified with sufficient experience in the relevant field.
- a) Preventive maintenance shall have to be carried out as per the schedule mentioned in Annexure-1. Along with preventive maintenance you shall also carry out thorough external cleaning of the hoist, gantry and supporting structure. It may be necessary for your service personnel to visit BHEL/EDN more than once in a week to carry out preventive maintenance as per schedule to be drawn up by both.
 - b) All breakdowns (Minor or Major) have to be attended within 24 hours from the time of intimation about the breakdowns to you and set right the equipment to working condition immediately. All Breakdowns calls have to be attended to as a part of this contract at no extra charge. Service report shall be furnished after completion of breakdown service.
 - c) To carry out examination and testing of Cranes, Lifts and Slings by competent person as per Karnataka Factories Rules – 1969 and The Factories Act – 1948 and provide test certificates. The list of equipment, periodicity of test is given in Annexure – II & III. The manpower required to carry out the test shall be arranged by you.
 - d) To measure wear out of hooks of all cranes and hoists once in a year and submit report on percentage wears of hooks as a part of the AMC without any extra cost.
 - e) You have to depute daily one person during the Critical period of last two weeks of March month (Financial year end) for attending to maintenance works in addition to regular service.
 - f) A sticker bearing “service done on” and “next due on” shall be fixed to the equipment after each PM Service and a sticker bearing “load test done on”, “SWL”, “next due on” shall be fixed to the equipment after each load test.
06. Your personnel attending to preventive maintenance and breakdown maintenance works have to report to the executive in charge of FS before start and after the completion of the work and submit service reports.
07. Check lists (Suitably designed for our equipment) for preventive maintenance and suitable format for breakdown maintenance has to be submitted to executive in charge after the completion of the works.
08. Spare parts shall be supplied by BHEL, Spares requirement is to be brought to the knowledge of executive in charge then and there. If the spares are not available in our stock, quotations have to be furnished for the manufacture & supply and the relevant parts to be supplied against our approval.

TOOLS AND TACKLES:

All the necessary Tools, Tackles and Measuring Instruments required during preventive Maintenance works/Breakdown Maintenance works/Overhauling works/While conducting tests are to be arranged from your end as and when required at no extra cost.



GENERAL:

- 1) Returnable materials such as tools, equipments and replacement spares etc brought inside our premises shall be entered at our check post to enable you to take them back after the completion of works.
- 2) All the materials such as spares/consumables etc required for service /maintenance work shall be brought with necessary delivery challans duly Endorsed by our security at the material gate and hand over to us.
- 3) Your service personnel have to report to the Executive In charge/Supervisor in charge immediately after entering into our factory premises and before taking up any service /repair works.
- 4) Quarterly analysis of the breakdowns data/service reports to be made and a separate report to be furnished.

f) **ANNEXURE: 'B'**

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration from an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.



ANNEXURE ‘C’

LABOUR

The Contractor shall employ labour in sufficient numbers to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him wages not less than fair wages as defined in the Contractor's Labour Regulations.

The Contractor shall in respect of labour employed by him comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the Contract Labour (R&A) Act 1970, Factories Act 1948, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Income Tax Act 1961, Service Tax Rules or any modifications thereof or any other law relating thereto and rules made there under from time to time.

Contractor should ensure that the employees entrusted in the job shall be covered under independent code numbers/exemptions under EPF & MP Act 1952 and ESI Act 1948.

The Contractor shall be liable to pay his contribution and the employees' contribution of the Employees' State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number if not already done. He shall pay the remittances towards PF under his Code Number only.

Payment of bonus under the payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under ID Act will be the sole responsibility of the contractor

Over and above the daily wages rate, the contractor shall make payment to his employees deployed under this contract towards leave with wages also.



Contractor shall observe provisions of Factories /Services Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees who may be deployed in the work. Any work shall be carried only with written permission from BHEL.

Contractor shall obtain license under Contract Labour (R&A) Act, 1970 if applicable.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any from /Register /Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labor Regulations and/or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labor Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.



SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. Before commencing the work, contractor submit a “SAFETY PLAN” to the authorized BHEL Official. The ‘Safety Plan’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contractor BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-
 - (I) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.
 - (iii) Safety Shoes conforming to IS – 1989: 1978.
 - (iv) Eye and Face Protection devices conforming to IS – 8520: 1977 and IS – 8940: 1978.
 - (v) Hand and body protection devices conforming to:
 - IS – 2573: 1975
 - IS – 6994: 1973
 - IS – 8807: 1978
 - IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The Contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.



The contractor shall adopt all fire safely measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may enrage safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.



The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If Safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.



ANNEXURE 'E'

ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of an arbitrator appointed by Executive Director of BHEL-EDN. It is also a term of this contract that no person other than a person appointed by such Executive Director as aforesaid should act as arbitrator and the arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of a contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties extend the time, for making the publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the hearing.

The arbitrator shall give a separate speaking award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract



**Electronic Funds Transfer (EFT) OR
 Paylink Direct Credit Form**

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____
Contact Person(s)		
Telephone No:		
Fax No:		
e-mail id:		

1 Bank Name:		
2 Bank Address:		
3 Bank Telephone No:		
4 Bank Account No:		
5 Account Type: Savings/Cash Credit		
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank		
7 Bank swift Code(applicable for EFT only)		
8 Bank IFSC code(applicable for RTGS)		
9 Bank IFSC code(applicable for NEFT)		

- A** I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B** If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C** This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D** I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Company Seal

Telephone NO. with STD
Code

Bank Certificate

We certify that _____ has an Account No _____ with us and
 we confirm that the bank details given above are correct as per our records.

Date:

(.....)

Place:

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,
 Electronics Division, Mysore Road, BANGALORE - 560 026
 In case of any Query, please call : 080-26998902 or fax no. 080-26749217



INDEMNITY BOND (On Rs.200/- Stamp paper)

This deed of indemnity made on this day of----- 2017 by M/s _____, indemnifier, a company registered under the Companies Act, 1956 and having its registered office at _____ hereinafter referred to as "Contractor" represented by Sri. -----S/oSri. ----- aged -----years, now working as -----AND Sri. -----S/oSri. -----aged -----years and R/o ----- --now working as -----, which expression unless repugnant to the context here of shall mean and include its successor, assignees and administrator.

IN FAVOUR OF

M/s. Bharat Heavy Electricals Limited, the indemnified, a company registered under the Companies act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 and its unit M/s. BHEL-EDN, PB No.2026, Mysore Road, Bangalore-560026, hereinafter referred to as "BHEL" which expression unless repugnant to the context hereof shall mean and include its successor, assignees and administrator.

Whereas the BHEL has awarded to the Contractor herein an Annual Maintenance Contract for AMC for Overhead material handling equipment as mentioned in Annexure-I,II &III.

on terms and conditions set out inter alia in the Tender document/contract and PO no.....

And whereas, clause of the above mentioned contract/PO provides for indemnifying BHEL for all liabilities under insurance &labour laws;

And further the Contractor has agreed for indemnifying BHEL against all liabilities to third party due to their omission and commission;

The Contractor in pursuance of such contract execute herein an indemnity bond in favour of the Company, for any loss or damage or delay, that may be caused on account of any litigation or any legal proceedings against the Company, as well as for all the claims and actions including legal costs arising there from.

NOW THEREFORE, THIS INDENTURE WITNESSES AS UNDER:

1. That the Contractor hereby represents and warrants as below:
 - a. The Contractor has complied to all the requirements of law, statutory rules and tender conditions
 - b. The Contractor has covered its employees entering BHEL premises for carrying out necessary works/ repairs/ maintenance including preventive maintenance, adequately under necessary insurance cover or legal protection, in order to save them from any mishaps within premises of BHEL
 - c. No claim would be caused to be made before any court of law, tribunal or any forum whatsoever with respect to workmen's compensation or any other compensation or statutory claim for contributions, claims, damages etc in which BHEL can be made a party
2. In the event any representation as above are found to be materially untrue, the Contractor shall promptly rectify the error and bear the costs involved in providing such a remedy. The Contractor shall hold the Company harmless from all the costs or expenses including reasonable attorney's fees and Disbursements incurred in this regard



1. Notwithstanding anything to the contrary contained in this Indemnity, the Contractor shall be responsible for the Company's losses, consequential damages or any other claims arising out of any third party claim due to any commission or omission of the contractor.
2. The Contractor shall defend or settle at its own cost and expense any suit or action brought against the Company for *inter alia* any fine, contribution or other amounts as may be claimed by any statutory authority or on account of any injury suffered by any of the employees the contractor may employ in the premises of BHEL.
3. The Contractor jointly and severally, shall indemnify and hold harmless the Company from and against all damages and cost adjudged or decreed against, and actually paid by, the Company in any such suit or action as a result of any lapse on the part of the contractor in the matter of obeying the terms of this contract.
4. The Contractor shall notify the Company in writing of any claim or suit with respect to this and shall have full authority to defend or settle the claim or suit, provided, however that no settlement of any claim or suit whatsoever may be made without the Company's prior written concurrence if such a settlement would or may in the opinion of the Company abridge any right of the Company not included in the foregoing indemnity.
5. That in pursuance of the above said Tender Document/PO, the Contractor hereby covenants with the Company, that, the Contractor will at all times here after indemnify and keep indemnified, the Company against all claims, demands, actions, proceedings, loses, damages, costs, charges and expenses which may be brought against the Company or which the Company may or may have to incur or may have to suffer due to direct or indirect, actions or inaction of the Contractor.

In witness whereof, the Contractor is authorized to sign this indemnity bond and has put their hands on this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses.

CONTRACTOR

WITNESSES:

1.

2.

Place:

Date:



PART -II

PRICE BID

ANNEXURE - I							
Sl No	Service No	Item Description	No. of Items	No of service per annum (Periodicity)	Actual no of service per annum (A x B)	Quoted Rate per service	Total value per annum (C x D)
			(A)	(B)	(C)	(D)	(E)
1	3000113	0.5 ton JIB Crane	2	4	8		
2	3000114	1 Ton Cage Lift	2	4	8		
3	3000117	1 Ton Cage lift Canteen	1	4	4		
4	3001032	0.5 Ton cage lift sa-mpc store	1	4	4		
5	3000118	0.5 Ton cage lift canteen	2	4	8		
6	3000119	10/5 Ton EOT Crane	1	12	12		
7	3000120	10 Ton EOT Crane	2	6	12		
8	3000121	5 Ton EOT Crane	2	4	8		
9	3000124	1 Ton Chain Pulley Block	1	2	2		
10	3000125	5 Ton Jib Crane	1	4	4		
11	3000126	2 Ton Jib Crane	1	4	4		
12	3000655	15 Ton Gantry crane	1	4	4		
13	3001031	750 kgs material cage lift	1	4	4		
	Total value for one year period for items sl.no.1 to 13					(F) -----→	
	Total value of the AMC for TWO year period					(F*2) -----→	
	Taxes on total value for ONE year period for items sl.no. 1 to 13 (this will not be considered for evaluation of price bid)					(G) -----→	



PRICE BID

ANNEXURE-II							
Periodicity of Load testing & certification: Once in A YEAR							
Sl No	Service No	Item Description	No of Items	No of Testing per annum	Actual no of testing per annum (A x B)	Quoted Rate per service	Total value per annum (C x D)
			(A)	(B)	(C)	(D)	(E)
14	3000282	0.5 Ton Jib Crane	2	1	2		
15	3000284	5 Ton JIB crane Tralley	1	1	1		
16	3000285	2 Ton Jib Crane	1	1	1		
17	3000289	10/5 Ton EOT Crane	1	1	1		
18	3000290	10 Ton EOT crane	2	1	2		
19	3000291	5 Ton EOT Crane	2	1	2		
20	3000294	1 Ton Chain Pulley Block	1	1	1		
21	3000656	15 Ton Gantry crane	1	1	1		
22	3000296	Wire Ropes and slings	60	1	60		
Total value for one year period for items sl.no.14 to 22						(F) -----→	
Total value of the AMC for TWO year period						(F*2) ---→	
Taxes on total value for ONE year period for items sl.no.14 to 22 (this will not be considered for evaluation of price bid)						(G) ----→	



PRICE BID

ANNEXURE-III							
Periodicity of Load testing & certification: Once in SIX MONTHS							
Sl No	Service No	Item Description	No of Items	No of Testing per annum	Actual no of testing per annum (A x B)	Quoted Rate per service	Total value per annum (C x D)
			(A)	(B)	(C)	(D)	(E)
23	3000283	1 Ton cage lift	2	2	4		
24	3000287	1 Ton cage lift canteen	1	2	2		
25	3000288	0.5 Ton cage lift canteen	2	2	4		
26	3001018	0.5 Ton cage lift SA-MPC store	1	2	2		
27	3001033	750 kgs material cage lift	1	2	2		
	Total value for one year period for items sl.no.23 to 27					(F) ----->	
	Total value of the AMC for TWO year period					(F*2)---->	
	Taxes on total value for ONE year period for items sl.no.23 to 27 (this will not be considered for evaluation of price bid)					(G) ----->	



CONSOLIDATED PRICE BID
AMC OF OVERHEAD MATERIAL HANDLING EQUIPMENTS

SL. NO.	ITEM	VALUE OF AMC FOR ONE YEAR IN Rs. (WITHOUT TAXES) A	VALUE OF AMC FOR TWO YEARS IN Rs. A x 2
1	ANNEXURE-I		
2	ANNEXURE-II		
3	ANNEXURE-III		
4	TOTAL		
5	Service tax @ _____% *not considered for price bid		
6	Total AMC Value including taxes *not considered for price bid		