

ghuj kpFkpd; epWtdk; BHARAT HEAVY ELECTRICALS LIMITED



(A Government of India Undertaking)
Boiler Auxiliaries Plant
Indira Gandhi Industrial Complex
RANIPET – 632 406 Tamil Nadu

M&S DEPARTMENT
TRANSPORT /

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NOTICE INVITING TENDER (TWO PART BID)

TENDER NOTICE NO: BAP:M&S:TE:TR:11:009 Dated 06.10.11

- 01.NAME OF WORK : Hiring of of 10T Mobile Cranes on **Tonnage Basis** from vendors having legal ownership of at least **seven or more cranes**.
- 02.EARNEST MONEY DEPOST : Rs.2,00,000/- (Rupees Two lakhs only)
- 03.LAST DATE AND TIME : **24.10.2011 ; 14.00 Hrs**
RECEIPT OF TENDER
- 04.TENDER OPENING DATE : **24.10.2011 : 14.30 Hrs**
AND TIME
- 05.PERIOD OF CONTRACT : Two years

Qualification Creteria:

- a. Tenderers shall own at the time of quoting, minimum seven numbers of 10T or more capacity of cranes to qualify for participation in the tender. Offers received from tenderers who own less than 7 cranes will be rejected.
- b. Tenderer shall be capable of supplying the balance quantum under para 4 through valid lease agreement for a continuous period of 30 months from the date of start of the contract.

This documents contains 21 pages including instructions to the tenderers. Special conditions to the tenderer. Schedule of rates and questionnaire.

The tender shall sign all the pages of the tender documents and submit as a proof of having accepted all the conditions of the tender notice.

.....
ISSUED TO:

ISSUING OFFICER

SCOPE OF WORK:

1. The 10T mobile cranes shall be supplied for material handling activities at shipping yard, Fabrication yards, Production, Stores.etc in BHEL Ranipet. The work may be in any of the locations stated above or a place other than mentioned as per BHEL's work requirement.
2. The contract period shall be for two years.
3. Estimated total load to be handled for loading/unloading is indicated in TABLE 1 below and it is subject to variation.

TABLE 1

Sl. No	Period	Estimated craneable tonnage (loading)
01	November '11 to March '12 (5months)	1,25,000 MTs
02	April '12 to March '13 (12 months)	2,35,000 MTs
03	April '13 to October '13 (7 months)	1,75,000 MTs
	Total for 2years Period	5,35,000 MTs
Total craneable tonnage for both loading and unloading amounts to 10,70,000 MTs (ie 535000 MTs x 2) for two years		10,70,000 MTs

4. The Estimated number of cranes to be engaged for loading and unloading operation of the above mentioned estimated tonnage in different shifts on tonnage basis is given in TABLE 2 below.

TABLE 2

Sl. No	Period	No. of Cranes under Double shift operation*	No. of Cranes under Single shift operation	Total Number of Crane Shift per day.
1	November 2011 to March 2012	8	10	26(8+10+8)
2	April 2012 to September 2012	5	10	20(5+10+5)
3	October 20112 to March 2013	8	10	26(8+10+8)
4	April 2013 to September 2013	5	10	20(5+10+5)
5	October 2013	8	10	26(8+10+8)

- a. Crane shift per day means total number of cranes required for all shifts in aday.
- b. Tenderers has to choose the quantum of Cranes to be maintained to meet the requirement of 26/20 Crane shifts and their quote shall inclusive of this requirement.
- c. These cranes* are required to work in more than one shifts subject to the condition that the change of new crew for the subsequent shift is envisaged as per tender condntions.
- d. The cranes to be deployed in shifts as per the directions of BHEL officials and shift working hours shall be eight continuous hours.

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5. BHEL reserves the right to demand the contractor to deploy more than the indicated number of cranes mentioned to cope up with the surge loading/unloading requirement. Such information will be provided by BHEL in advance.
6. The scope of work for the cranes identified for loading/unloading, includes stacking of materials, arrangement and rearrangement of materials, Picking of loads from Stacked position in wherever and whatever manner it was stacked.
7. The quoted rate shall be all inclusive, including the charges for the crane to be deployed, fuel / lubricants, maintenance, standard tools and tackles, wages for crane crews, reserves for Cranes and Crews , safety gadgets as per BHEL norms, extended stay, etc., and there will not be any additional payment of whatsoever in nature.
8. The Tenderer shall be capable of supplying the estimated quantum of Cranes indicated in TABLE-2 either through their owned Cranes or acquired on valid leased basis. Any deviation is not acceptable and offers with deviation will be rejected.
9. Service tax will be paid at applicable rates as extra on production relevant documents as per Law along with the bills.
10. A Crane crew, consisting of one trained Operators and two Riggers, shall be provided for each crane.
11. The working shift for the cranes shall be tentatively from 08.00 Hrs to 16.30 Hrs., (1st Shift) 16.30 hrs to 01.00 hrs (2nd Shift), and 14.00 hrs to 22.30 hrs. (R2 Shift). The working time of the Shift is 8 Hrs excluding lunch break of 30 minutes in each shift. However working shift can be modified according to BHEL requirements & workloads.
12. The vehicle shall be loaded/unload without any delay from the time of allotment and as per the direction of BHEL.
13. Cranes shall be maintained in good working condition.
14. All the lifting tackles required for each crane for handling various type loads of BHEL are to be arranged by contractor and the lifting tackles are to be approved by BHEL competent authority before put into use at BHEL. However for any special type of jobs/materials handling, BHEL at their discretion will provide the same under acknowledgement, on returnable basis. Recovery will be made in case of non returning/damages. The tools and tackles of Contractor shall not be mixed with BHEL's tools and tackles.
15. For the purpose of payment processing, if monthly cumulative tonnage handled includes fractional value, the same will be ignored.
16. Measurement of Tonnage for the purpose of payment is based on the quantum of weight available in Loading Advice Slip(LAS) / Excise Invoice(Central Excise Gate pass) for loading and is based on the quantum of weight available in Delivery Challan(DC) / Finished product Inspection & Storage Order (FPI&SO) for unloading. If required, any other relevant BHEL authorized documents for loading / unloading may be adopted.

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17. The Tenderer has to maintain daily material handling account and get countersigned by the Official-incharge of BHEL. However, the final bill will be certified based on the weight available as per the pattern and documents listed in para 16 above.
18. Since the contract is for tonnage handled basis and the payment is as per MT handled, the contractor may bring in more cranes during enhanced handling requirements in order to complete the work faster and handle more tonnage .
19. Tenderers are permitted to deploy higher capacity cranes without any demand for extra charges. However the capacity should not go below 10T and the requirement of estimated number of cranes may be maintained as per para 4 in any case.

GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERER

1. Sealed Tenders for the above work are invited from Contractors having sufficient experience. Tenders must be addressed to the DGM/M&S after duly filling up of the Questionnaire-1 (page 15) with required documents in a sealed cover by superscribing the tender enquiry number on the cover.
2. Sealed tenders will be received by DGM/M&S, M/s Bharat Heavy Electricals Ltd., Ranipet-6 up to **14.00 Hrs on 24.10.2011** in the prescribed form and will be opened on **24.10.2011 at 14.30 Hrs** in the presence of such of those tenderers or their agents who may choose to attend, with an authorisation letter. As on line entry pass is in vogue at BHEL's Security office, vendor shall reach the venue with offers in advance so that any unexpected event/delay can be avoided. BHEL will not take any responsibility on this account.
3. For getting entry pass the vendor shall contact in advance over phone (cell 9442201097, 9443389056 or 04172-284142, 04172-284491)

4. IMPORTANT NOTE:

The tender shall be submitted as three parts put in 3 separate covers, each cover shall be superscribed with the tender No, due date and the name of the work.

- **Cover-1** shall contain the EMD alone.
 - **Cover-2** shall contain the technical bid (Page 1 to 20) and all relevant documents as listed below (Clause 02 of Special conditions to the tenderer)
 - i. Audited balance sheet or annual report and Profit & Loss account for the last three years.
 - ii. Details of experience in running 10T mobile cranes (copies of previous and present orders executed shall be enclosed)
 - iii. Relevant vehicle documents.
 - iv. Ownership of cranes (proof giving full details of ownership/lease agreement).
 - v. Certification for load lifting capacity of cranes from a competent person authorized for the purpose.
 - **Cover-3** shall contain only the price bid. (Page 21)
5. All the three covers shall be put in one single cover and superscribed with the tender number, due date for opening and name of the work.

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6. **Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.**
7. **Belated / late offers and incomplete offers shall become liable for rejection.**
8. At the time of tender opening,
 - covers containing EMD alone shall be opened first.
 - Technical bids of such of those tenderers who satisfy EMD requirements **alone** will be opened next.
 - Price bids will be opened at a later date after evaluation of suitability of technical bids and the date & time of opening of price bid will be intimated to those tenderers who are technically qualified.
9. All entries in the tender documents should be in the same ink. Erasures and over-writings are not permitted. The tenderers concerned should duly sign in all correspondences and insertions of the tender documents (sign each and every page of the tender documents).
10. Tenderers should fill their rates clearly without any ambiguity in the blank spaces provided for this purpose in the Schedule of Rates enclosed along with other documents demanded in the tender.
11. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
12. Tenders not submitted on the prescribed forms will be rejected.
13. While quoting the rates, the tenderers are advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, house keeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
14. The rates quoted in the tender shall remain valid for a period of three months from the date of opening of tender.
15. Every tender must be submitted with an Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakhs only) by way of CROSSED DEMAND DRAFT drawn in favour of, " M/s Bharat Heavy Electricals Ltd, Ranipet", payable at State Bank of India, BHEL Project Branch (7013), M R Puram, Ranipet 632 406, TAMIL NADU.
16. NO INTEREST SHALL BE ALLOWED ON THE EARNEST MONEY. Offers without Earnest money deposit will be rejected.
17. The earnest money deposited by the successful tenderer will be retained by BHEL towards Security Deposit for the due fulfillment of the contract as per tender conditions.
18. EMD given by all unsuccessful tenderers shall be refunded normally within 15 (Fifteen) days of acceptance of award of work to the successful tenderer.

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19. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to provide the vehicle in accordance with the instructions of the DGM/M&S, the earnest money deposited by him will be forfeited by BHEL RANIPET and acceptance of his tender will be withdrawn.
20. M/s Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for.
21. Tenders submitted by post should be sent through "REGISTERED POST-ACKNOWLEDGEMENT DUE". These should be posted with due allowance for any delay in postal delivery. The tenders received after the due date and time of opening will be rejected without any further intimation to the tenderer.
22. Unless the Contractor whose tender is accepted, signs the contract agreement within seven days of the date of the order directing him to do so, the amount of EMD already deposited by him will be forfeited and acceptance of his tender withdrawn.
23. Before submitting the quotation the tenderers are advised to get clarified the scope of work and any other doubts relevant to submit their offer.
24. Rate should be quoted as per the work/rate schedule. Rate quoted in any other form will not be accepted and will be rejected.

25. SECURITY DEPOSIT

- a) SECURITY DEPOSIT should be collected from the successful tenderer. The rate of security deposit will be as below.

- i) Up to 10 lakhs : 10%
- ii) Above 10 lakhs up to 50 lakhs : Rs. 1 lakh + 7.5 % of the amount exceeding 10 lakhs
- iii) Above 50 lakhs : Rs. 4 lakhs + 5% of the amount exceeding Rs.50 lakhs.

The security deposit should be collected before start of work by the contractor.

- b) The 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. Security available from Post Offices such as National Savings Certificate, Kisan Vikas Patra 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).
 - v. Bank guarantee(BG) shall be from scheduled banks / public Financial Institutions as defined in the companies Act. The bank guarantee format shall have the approval of BHEL.

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- vi. In order to ensure the genuineness of the BG's. The BG's are to be sent directly by the concerned banks through registered post to The Accounts Officer, Works Bills, Finance Department, BHEL, Ranipet.
 - vii. In case of contract value does not exceed Rs. 10 lakhs, work can be started before SD is collected. (However, payment can be released only after collection/recovery of initial 50% security deposit)
 - viii. Fixed Deposit Receipts 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
 - ix. Security Deposit can be also recovered at the rate of 10% from running bills. However in such cases at least 50% of the security deposit should be collected before start of work and the balance 50% may be recovered from the running bills.
 - x. EMD of the successful tenderer can be converted and adjusted against security deposit.
 - xi. The security deposit shall not carry any interest.
26. The contractor's responsibility under this contract shall commence from the date of issue of LOI / WORK ORDER by BHEL.
27. i) Should a tenderer or a contractor has a dependent/relative or in the case of a partnership firm, any of it's partners or dependents of partners employed in BHEL, 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 fact subsequently come to light, the contract may be cancelled.
- ii) No BHEL employee and their dependents are eligible to submit their offer against this tender.
28. In the event of expiry or incapacitation of a tenderer after submission of the tender, BHEL may at their discretion cancel their offer/quotation..
29. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
30. If the contractor deliberately, gives wrong information in his tender or creates, conditions favorable for the acceptance of his tender, BHEL reserves the right to reject such tender at any stage.
31. Words imparting the singular number shall also deemed to include the plural number and vice versa where the context to requires.

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32. The expenses for completing and stamping the agreement shall be to the contractor's account and to be carried out immediately as demanded by BHEL.
33. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
34. Tenderers shall not increase their quoted rates at any point of time.
35. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
36. The "GENERAL CONDITIONS AND INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS TO THE TENDERER" shall be deemed to form an integral part of contract for the work to be entered into.
37. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
38. In case the addressee is not interested in submitting quotation, the addressee should return all the tender papers with a covering letter stating that he is not interested in this tender.
39. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
40. **The quantities indicated in the tender document are indicative and notwithstanding anything to the contrary, BHEL shall not be bound by the same.**

OTHER GENERAL CONDITIONS OF THE TENDER

01. Lowest prices received against BHEL tenders need not be the technically acceptable one and in that case BHEL reserves right not to consider the same.
02. To the extent possible BHEL would avoid negotiation if competitive and reasonable rates are obtained in the tender.
03. In case negotiation is found necessary BHEL reserves the right to restrict / select contractors based on the merits for the negotiations.
04. BHEL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons or even split the work between two or more bidders without assigning any reason whatsoever.
05. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.

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06. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. BHEL reserves the right to reject any offers without assigning any reason.

07. In the event of awarding of work, the performance of the tenderer of contract, will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.

08. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor. The contract may be awarded to one or more contractors, either in full or part.

09. The Successful Tenderer shall agree to the following conditions:

a) Arbitration

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred to the sole Arbitration of Executive Director, BAP or any designate nominated by the Executive Director of BHEL in his sole discretion.
 - ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
 - iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
 - iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL
- b) Subject to the above, the appropriate court in Vellore District shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

c) Risk Purchase

- i) In case of any neglect or refusal on the part of the Contractor to:
 - commence the Contract, or
 - provide sufficient labour for the Contract or
 - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
 - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

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- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.
 - iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
- i) breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - ii) negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
 - iii) failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
 - iv) loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

SPECIAL CONDITIONS TO THE TENDERER

1. The crane offered shall be in good working condition.
2. In case the rates quoted by the tenderers is tie or equal the tenderers may require to produce the cranes to BHEL's official for inspection at BAP/Ranipet. Preference will be given for latest model crane with better condition.
3. BHEL's decision regarding acceptance or rejections as per the para-2 above is final.
4. Photostat copies of the latest documents demanded in the questionnaire shall be sent along with the offer like RC, Tax, Insurance, Crane test certificate.
5. The crane is required for a period of Two years. The period of contract may likely to be extended subject to mutual agreement between BHEL and the Contractor. In case of such extension, the terms and conditions and hiring charges agreed already will remain same for the extended period also if not otherwise decided.

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6. The reporting and releasing time for the crane is likely to vary as per the requirements of BHEL. During exigency if crane is engaged beyond the shift hours no extra payment is applicable as the contract is on tonnage handled basis.
7. No crane shall be allowed to be parked inside BHEL premises after the stipulated working hours.
8. The crane shall be reported in full readiness for the entire day's operation with sufficient fuel & other consumables with fitting crew. The crane & crew should be made available continuously throughout the contract period including Holidays and Sundays without any break according to BHEL requirement.
9. The contractor should not sell /lease /sublet /release the crane & crew engaged under this contract for the entire contract period without prior written permission of BHEL. If the crane is put into use through lease, the same shall not be cancelled or allowed to be expired throughout the currency of the contract.
10. However during such absence contractor will be permitted to provide alternate crane in good working condition with prior permission of BHEL.
11. If the contractor is not able to provide the number of cranes originally offered for a continuous period of 15 days, BHEL reserves the right to terminate the contract and to take appropriate action against the contractor, including forfeiture of security deposit.
12. During the contract period the contractor shall maintain the crane always in good working condition to the fullest satisfaction of BHEL. BHEL reserves the right to terminate the contract in case they are not so maintained to the satisfaction of BHEL.
13. The contractor shall be responsible for obtaining necessary comprehensive insurance policy, appropriate driving license etc, and complying with all the statutory requirements including labour laws that may be necessary in this respect. BHEL will not be responsible for any consequences arising out of any violation of rules or acts by the contractor. If BHEL is liable to pay any such amount due to violation of the relevant laws by the contractor the amount so paid would be recovered from the contractor or adjusted from his pending bills.
14. The contractor shall pay necessary taxes and keep the fitness certificate for the crane valid during the contract period.
15. The contractor shall check for exhaust emission test and obtain fitness of their crane once in 6 months to meet the statutory norms laid by TNPCB, without which crane will not be allowed in side the factory.
16. The contractor shall take comprehensive insurance cover including unlimited third party property damage cover for the crane during the contract period.
17. Proper trip register for crane as required by BHEL shall be maintained by the contractor's driver and the same shall be submitted to BHEL daily and all the time.

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18. It is the responsibility of driver to get filled the entire column in the trip register and got signed by the user and certified by the concerned department in charge. In case of loss of original trip register, BHEL reserves the right as not to entertain the claim. The Crew shall maintain discipline & good conduct. They shall keep conducive relationship with BHEL personal or their authorized representatives.
19. BHEL Security personnel shall check the cranes engaged as and when required.
20. For tonnage handled basis, the rate/MT handling may be quoted. The quoted rate should be inclusive of all other fixed & variable expenses.
21. Payment will be made based on per ton rate for the actual tonnage handled
22. Bills as per statute shall be raised by the contractors once in a month and submitted in triplicate in the format given by BHEL. Duly verifying the trip register and date, payment will be made within 30 days or as per BHEL norms from time to time. Payment will be made through e mode for which the contractor has to agree and submit the required information as per format available in page 17. No advance in any form is payable by BHEL.
23. BHEL reserves the right to set off the amounts due from the contractor against their dues payable to the contractor either under this contract or any other contract.
24. During the contract period BHEL reserves the right to terminate the contract without assigning any reason by giving 15 days notice to the contractor.
25. BHEL reserves the right to reject any offer without assigning any reason whatsoever.
26. The contractor has to bring lifting tackles for handling 10Tons load, which is to be approved by BHEL competent authority. Lifting tackles required for handling BHEL typical jobs shall be provided by BHEL on free of cost. In case of damage / loss to the special lifting tackles & tools issued by BHEL, cost of the same will be recovered from the contractor as per BHEL norms & policy.
27. The offer should be submitted along with the duly filled Questionnaire 1
28. **The contractor shall follow all statutory requirements enforced by State Government like PF, ESI, Insurance cover for their employees etc., While quoting rates, the above factors shall be taken into consideration.**
29. The Contractor has to pay minimum wage as fixed by the State Government and additional payment as insisted by BHEL.
30. The current minimum wages as fixed by the Government of Tamilnadu for USW is Rs.178.30 per day, for SSW is Rs.185.30 per day and for Skilled worker is Rs.191.30 per day. BHEL insisted additional payment payable to Contract labourer for USW is Rs.2000/- PM, for SSW is Rs.2300/- PM and for Skilled worker is Rs.2500/- PM.

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31. Accordingly, the current minimum wage including BHEL insisted additional payment for USW is Rs.244.06 per day, for SSW is Rs.260.92 and for Skilled worker is Rs.273.49 per day
32. The increase in minimum wages, if any, either by State Government or by BHEL will have to be borne by the Contractor initially and the same will be reimbursed by BHEL as per actual and as applicable.
33. The contractor's quoted rate shall inclusive of the Minimum wage as per para 31 above plus all statutory payments for the same.
35. Statutory deductions like IT etc will be deducted from contractors payment as required by law.
36. The contractor has to follow the below mentioned conditions without fail.
- i. Annual Bonus shall be paid @ 8.33% or as per the law of the annual Wages.
 - ii. For work extending beyond prescribed shift working of 8 hours, overtime as applicable shall be paid.
 - iii. Paid weekly off shall be given for every six days of continuous work.
 - iv. One day Earned Leave for every 20 days work shall be given.
 - v. P.F., and E.S.I contributions to be made at the prescribed rates on wages paid.
 - vi. Shall arrange to provide E.S.I medical cards.
 - vii. Every month wage slip to the labours
 - viii. Annual slip for the P.F. contribution to be issued
 - ix. Annual returns for the P.F. and E.S.I payments to be filed
 - x. Safety and Personal Protective Equipments are to be provided
 - xi. Maintain the following registers
 - a) Attendance register
 - b) Wage register
 - c) Over time register
37. Any delay in the reporting time during October to march by the crane affecting the Operations will attract Liquidated damages at the rate of Rs500/- for each hour of Delayed report.

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SAFETY PRECAUTIONS

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carryout the work.
8. If the contractor's workmen are found to be violated the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

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QUESTIONNAIRE. 1

01	Name of the Tenderer	
02	a)Address for Communication b)Telephone Number c) Cell Phone Number	
03	Details of experience in running 10T Mobile Crane(Copies of previous and present orders executed shall be enclosed	
04	No.of cranes owned by the tenderer	
05	Name and address of the Registered Owner Make,Model of the 10T Mobile Crane, date of first registration, Name and address of the Insurance Co., with policy details, Road tax Validity, FC expiry and load test report details are to be furnished as per format enclosed (annexure}	
06	In case of cranes not in the name of tenderer, but maintained under power of attorney/lease agreement the copy of the same is to be enclosed along with details as per annexure Original has to be submitted for verification when demanded. <u>(If copies are not enclosed ,the tender is liable for rejection).</u>	

07. Details of EMD enclosed:

E M D for Rs.2,00,000/- (Rupees Two lakhs only)

Enclosed DD No:----- Date----- drawn in favour of BHARAT HEAVY ELECTRICALS LIMITED, RANIPET Payable at SBI/BHEL Project, MR.Puram, Ranipet-6. (Code No: 7013)

08. Contractor is requested to enroll for SERVICE TAX registration if not already done and mention Service Tax Reg.No.

09. Acceptance for payment through e-mode submitted as per Format in page 17

SIGNATURE OF THE TENDERER

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ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR	
02	VENDOR CODE (as in WORK ORDER)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	BANK BRANCH CODE	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	YOUR EMAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I/ We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I/ We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I/ We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

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<u>SERVICE TAX</u>	
Service Tax Registration No. of Vendor/Contractor (copy enclosed)	YES/NO
Issue of Service Tax Invoice as per Rule 9 of Cenvat Credit Rules 2004	YES/NO
Whether Vendor/Contractor is taking Service Tax Credit for their Inputs	YES/NO
Service is provided under which Service Head	

INCOME TAX

PAN No. of Vendor	
If Exempted furnish Exemption Certificate	

Payments will be made only through e-payment to your account. Care must be taken for clear mention of Bank Account and other related items in the format given in page No.17. No.Cheque payment will be issued.

Agreed for the Above conditions

DETAILS OF THE NUMBER OF CRANES OFFERED

S.NO	TYPE OF OFFER	NO OF CRANES (To be filled by the Contractor)
01	Number of cranes owned& offered (Minimum Seven cranes shall be Owned by the contractor).	
02	Number of cranes offered through right to use supported by Lease agreement	
Total		

SIGNATURE OF THE TENDERER

ANNEXURE -1

S.NO	CRANE NUMBER	MODEL	TAX EXP.DT.	INSURANCE EXP.DT	FC EXP.DT	POLLUTION EXP. DT	OWN/LEASE
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
21.							
22.							
23.							
24.							
25.							
26.							
27.							
28.							
29.							
30.							

PRICE BID

(To be submitted in a separate Envelope)

SCHEDULE OF RATES

Rate Should be quoted per MT basis

SI No.	<u>Schedule</u>	Rate per MT (excluding service tax)	Rate/MT in Words
01	Hire Charges for 10T mobile crane on tonnage basis. Rate Should be quoted per MT basis. (Approximate load per year 5,35,000 MTs (Total for two years 10,70,000 MTs)	Rs. _____/MT	Rupees _____ _____ _____ only)
02	Applicable rate of Service Tax Percentage	_____ %	_____ %

(In case of difference between rate quoted in numbers and rate quoted in words, the rates quoted in words will be final)

Note:-

- 1: No other taxes & duties extra will be paid through out the tenure of the contract.
2. Service tax at actual will be reimbursable against documentary evidence viz. valid Service Tax Invoice.
- 3. Vendor has to maintain sufficient crane as per para 4 (page-2)of scope of work.**
4. Shift means 8 hrs., working duration as specified by the incharge.
5. Separate crew for each 8 hrs., operation is to be deployed(ref para 9)
6. The Lowest offer ranking will be arrived at sum of (Total tonnage for 2 years ie.10,70,000 MTs multiplied with quoted rate per MT as per SI.No.1 above and Service Tax amount calculated based on the quoted percentage as per SI.No.2 above)

SIGNATURE OF THE TENDERER