



**BHARAT HEAVY ELECTRICALS LIMITED**  
**UNIT : RUDRAPUR**

**Tender Document**

**Tender no.: BHE/RU/TR & C.STORES/2010-11/03 DT:17.07.10**  
**ref: Press advt. dt:17.07.10 in 'Dainik Jagran'(hindi daily),**  
**Nainital edition.**

**Name of Work: Hire of mobile Hydra Crane(min. 12 MT cap.)**

**Enclosures: (a) Check List for Technocommercial offer: Annexure-I(01 page)**  
**(b) General Terms & Conditions : Annexure-II(02 pages)**  
**(c) Price Bid format : Annexure-III(01 page)**  
**(d) Contractor's Obligations : Annexure-A(04 pages)**

**Last date of receipt of offer in two parts(ref. cl. 3 of Gen. T&C) : 02.08.10.**

**Due Date of opening of tender: 03.08.10, 02:00 PM**

**Note: Party receiving the tender doc. should ensure the completeness of document.**

**Annexure-I****CHECK LIST FOR TECHNO-COMMERCIAL OFFER FOR HYDRA CRANE**

Sl.	Particular	Put mark (✓)
1	Unpriced format of price bid(annexure-III) duly signed & stamped	
2	BHEL terms & conditions of tender enquiry duly signed & stamped	
3	Valid registration certificate of cranes duly signed & stamped(copy duly signed & stamped)	
4	Valid vehicle fitness certificate of cranes duly signed & stamped(copy duly signed & stamped)	
5	Valid test certificates(capacity) of cranes & Slings duly signed & stamped(copy duly signed & stamped)	
6	Valid driving licence of crane drivers(copy duly signed & stamped)	
7	PF & ESI registration(copy duly signed & stamped)	
8	Valid Labour licence(copy duly signed & stamped)	
9	Service tax registration(copy duly signed & stamped)	
10	Credentials/certificate of experience, if any(optional)	

Sign & Stamp of bidder

Note: Documents mentioned above at sl. 1 to 9 are essential and non-submission of the same shall result in disqualification of techno-commercial offer.

**General terms & conditions :**

1. No. of Hydra Cranes required shall be as per annexure-III. The capacity of each 'Hydra' crane shall be minimum 12 MT.
2. The contract shall be valid for the period of 02 years. Rates of contract shall be firm and valid during the period of contract.
3. **Quotation to be submitted in two parts: (1) Technocmmercial bid & (2) Price bid, in two separate sealed envelops enclosed in one single envelope duly sealed. Tender no., due date, techno-commercial bid/price bid, bidder's name should be clearly mentioned on each envelop.**
4. **Techno-commercial bid shall consist of following documents(copy duly signed & stamped by the bidder):**
  - (a) **BHEL terms & conditions (Annexure-II) of tender enquiry duly signed & stamped(as a token of acceptance by the bidder)**
  - (b) **Unpriced format of price bid(annexure-III)**
  - (c) **Valid registration certificate of cranes**
  - (d) **Valid vehicle fitness certificate of cranes**
  - (e) **Valid test certificates(capacity) of cranes & Slings**
  - (f) **Valid driving licence of crane drivers**
  - (g) **PF & ESI registration**
  - (h) **Valid Labour licence**
  - (i) **Service tax registration certificate**
  - (j) **Credentials/certificate of experience, if any(optional)**
5. **Price bid shall consist only filled price bid duly signed & stamped as per format annexure-III.**
6. **Quotation not submitted in line with cl. 2, 3 & 4 shall be rejected.**
7. **Bidders shall be required to submit EMD of Rs. 40000.00 alongwith their offers in form of DD in favour of BHEL payable at Rudrapur. Offers without EMD shall be rejected.**
8. The contract shall be for a period of one year which could be extended on mutual agreement.
9. The 'Hydra' crane shall be required on full time basis i.e., 24 hrs. and should be available as and when required by BHEL including Sundays/Holidays. The normal duty hours shall be 8 hrs. per day from 9:00 AM to 06:00 PM(except Sundays & holidays) and duty hours beyond the same and on Sundays/Holidays shall be treated as extra working hours. Holidays shall be considered as per BHEL Calender for the period of contract.
10. The supplier is required to maintain the **Log book** for controlling the operating hrs. of the crane, which should be available with the operator. The supplier shall be responsible for making entries in the log book and getting the same verified by BHEL authority. Original copy of verified entry of Log book is to be enclosed along with the bill, by the supplier.
11. **Payment terms:** Payment shall be made monthly based on Log book entries duly verified by BHEL and on submission of bill, within one month of submission of bill through e-payment on-line transfer to supplier's account for which supplier has to provide their bank details. The normal working days for a month shall be 26 days. Any reduction/increase in normal working days for a particular month shall be deductible/payable on prorata basis computed on 26 days/month. The payment for extra working hours as defined at cl. 3 shall be made on prorata basis.
12. Service Tax shall be deemed to have been included in the rates quoted by the Subcontractor, if not stated otherwise.

13. The fuel shall be provided by BHEL. Hence, the fuel in the crane shall be measured while entering first time in BHEL and shall be returned on completion of contract with same qty. fuel.
14. The 'Hydra' machine shall be deployed at BHEL premises for the period of rate contract(except for repair work during break-downs) and should not be used elsewhere without written permission from BHEL.
15. The scope of work shall mainly cover, loading, unloading, handling, shifting, lifting of heavy items in BHEL premises.
16. During execution of the work, one helper per crane shall be provided by contractor along with Crane operator.
17. During break-down period of crane, the supplier has to make immediate arrangement for alternative machine in proper working condition. In case, break-down period is more than 01 hour or arrangement of alternative working m/c in lieu of m/c under break-down is not made by the contractor within 01 hour of break-down, prorata hourly deduction shall be applicable from the contractor's bills for the total period for which crane services are not available. Also hourly prorata deduction for total period of crane services not available for reasons other than breakdown and attributable to contractor shall be made. For requirement of periodic maintenance of crane, advance arrangement of alternative m/c should be made by the contractor with prior information.
18. In case, crane services are not provided by the contractor in accordance with the terms of contract, BHEL at its discretion may engage crane services from alternative sources at the risk & cost of the contractor.
19. The crane supplier shall be liable for any pilferage/loss to personnel & property of BHEL/third party in BHEL premises, caused due to act of omission and commission by his staff during execution of work. The liability for any compensation on account of injury sustained by the party's staff engaged with the machine will be exclusively that of the party.
20. Supplier has to obtain insurance cover for his machine, equipment, tools & tackles etc and take third party risk insurance coverage at its own cost. BHEL shall not be responsible for any loss, damage pilferage to supplier's property and staff.
21. BHEL reserves the right to:
  - (i) Enter into contract with more than one party, i.e., the work may be distributed among more than one party.
  - (ii) Accept or reject any tender in full or part thereof without assigning any reason therefor.
  - (iii) Terminate the contract by giving a notice of 15 days without citing any reason therefor.
22. The supplier should follow the rules of Health Safety and Environment Management Programme as per requirement of ISO – 14001 and OHSAS-18001.
23. Contractor shall ensure that Hydra Cranes and manpower deployed at BHEL premises during the period of contract should have valid documents
24. The contractor shall essentially comply the labour requirements as mentioned in annexure-A.

**PRICE BID FORMAT**

**Work: Rate Contract for hire of mobile Hydra crane(min. 12MT cap.):**

<b>Sl.</b>	<b>Item Description</b>	<b>QTY.</b>	<b>Rate/month (without fuel)</b>
1	Hydraulic 'Hydra' crane minimum 12 MT capacity on hire basis as per terms & conditions at annexure-II	02 no.	
2	Taxes(mention): (if applicable /inclusive)		
	<b>Total all inclusive rate(Rs.)/month</b>		

Signature of the tenderer with Seal  
Name  
Address

**CONTRACTOR'S OBLIGATIONS**

**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.

**B) 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 to 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 RPFC. **All contract labours deployed at CFP BHEL Rudrapur under this contract, irrespective of their monthly salary will have to be covered under EPF scheme & ESI scheme under ESI/ EPF Act.**
- 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, pilferage of his 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 7 days 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.