

TENDER NO – PSER:SCT:MIS-F2073:20		
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Sub:- Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Minor Breakdown Repairs, Dismantling, Loading Supervision, Unloading Supervision, Assembly of Cranes (as per Annexure-A) at various BHEL-PSER project sites.

Tender specifications:-

- Crane Operation, day to day preventive and minor breakdown maintenance of BHEL owned crawler cranes & mobile cranes through deployment of category wise specified competent manpower**.
- Providing Operator support for Extension& Reduction of Crane Boom/ Jib segments as and when required for site erection.
- Providing Operator support for Dismantling and Assembly of the cranes during diversion of crane to other site.

1. Scope In General

The O&M team (Operator, Mechanic & Helper as applicable) should be responsible for:

- Day-To-Day Operation** of BHEL owned cranes at various project sites on regular basis.
- Maintaining **Daily Attendance** and **Log Sheet** for crane utilization.
- Routine Servicing, Periodic Preventive Maintenance as well as Minor Break-down/ Repairing** (hydraulic, electrical and mechanical type) of BHEL owned Cranes to be carried out as mentioned in Crane's O&M Manual or as directed by BHEL Site Engineer as per Annexure –IV (Maintenance Check List)
- Providing Operator support for Extending and reducing of Boom and Jib segments** as and when required. (Assisting crane, unskilled labour required for the job shall be provided by user/ BHEL).
- Filling Formats** and preparing reports as per attached **Annexure-I, II & III** (Monthly Crane Maintenance Detail, Inventory details and Crane utilization report) **on monthly basis** for each crane.
- Any other **small repairs** to prevent any deterioration of condition of equipment like Touch-up Painting at peeled off / rusted portion of boom/ Jib inserts after thorough cleaning of the affected area etc. In all such cases consumable shall be provided by BHEL.
- Dismantling & Assembly of crane:**
Providing Operator support for Dismantling of the cranes, loading of crane components to the extent required for transportation and handing over of the same (after dismantling) to BHEL's transporter (for loading at origin site & onward transportation) and assembly & Commissioning of the crane at destination sites is included in present scope of work.

However, Vendor may be asked for providing Technical Expert needed for supervision of dismantling / assembly of crane at site as sought by BHEL FEX/ Site if found essential. Extra charges shall be paid by BHEL as per rate mentioned in table below.

SL. NO.	CRANE CAPACITY (MT)	SUPERVISOR RATE (INR) PER MAN-DAY	REMARKS
1	80 MT to 150 MT	3000/-	Deputation of supervisor is optional based on actual requirement as felt by
2	250MT to 300 MT	4000/-	

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3	600 MT	5000/-	BHEL/ Engineer and vendor shall deploy the same.
To & Fro charges from vendor's works to destination site shall be reimbursed on actual basis limited to 3 rd AC fare (Tatkal) on submission of documentary evidence.			

More over the technical expert of the vendor can be sought by site in-case of specialized or critical job of the crane as per above rate.

Invoice for the visit of supervisor along with **field / service reports** stating duration of visit at site(s) and certified by **Site Engineer** to be raised to deployed / destination site for releasing of payment. Any other relevant documents if required for processing of bill, to be submitted along with the invoice by vendor.

Supervisor & its O&M team should be responsible for Handing-Over/Taking-Over of crane and its spares & accessories. Preparation of list of spares & accessories and its proper packaging is the responsibility of the vendor. In case of any discrepancies of spares & accessories at the time of Handing over of crane, price of same shall be deducted from the vendor's bill.

Exclusion: Providing assisting crane/s, slings & D-Shackles other than available with crane are excluded from present scope of work.

Unskilled labour/ rigger required for dismantling and assembly work are excluded from present scope of work. BHEL site shall arrange to provide the same to facilitate Dismantling and Assembly of crane components. Repairing of major crane problems arises during dismantling or assembly of crane are also excluded from scope of the vendor, BHEL shall arrange deputation of OEM / other technical expert separately.

h) O&M Personnel tour to other locations/ Sites:

Services of Operator or Mechanic deployed at BHEL sites under this contract may be utilized for any other crane at any other BHEL sites as per requirement, in such cases attendance of the person shall be given in his original site of posting. BHEL shall pay **Rs.250/- per man-day on tour as D.A (daily allowance) plus bus/ train fare** limited to 3AC class (Tatkal). Accommodation shall be provided by BHEL, in case of non-availability of the same, accommodation charges shall be reimbursed at actual limited to **Rs.700/-** per day on submission of documentary evidence.

Bills for such travels are to be certified by BHEL site engineer (submitted along with monthly RA bill) and the payment shall be released along with monthly RA bill from original site of posting.

i) Minor Repairs at sites and Limitations for Purchase of emergency crane Spares Per Annum at site :

Vendor may have to purchase sundry spares/ minor spares/items net costing less than or equal to Rs.10,000/- from local agencies in case of emergency, on consultation/approval from BHEL. Annual cost for such spares should be limited within 1% of specific crane's insured amount as per latest available BHEL- Special Contingency Policy / Contractor Plant and Machinery (CPM) Policy.

The payment of supplied spares will be made, on certification of BHEL site engineer, at actual cost including all taxes and duties plus 5% of net item procurement cost excluding taxes& duties (as service charges) and courier charges as actual on submission of bills and fitment report of the spare/s.

To & fro travel charges between BHEL site & the place of procurement shall be paid limited to train 3AC class (Tatkal) / Bus fare. In case of such travels, respective person shall not be considered as absent from site and his monthly rates shall be paid.

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The payment for purchase of such spares shall be released by BHEL site.

- j) **The contractor shall arrange for medical facilities and insurance for his personnel at his own cost.**
- k) All requisite facilities at site (boarding/ lodging) shall be in the scope of the Contractor. All statutory requirements like EPF, insurance of contractor's personnel, ESI etc. need to be fulfilled by the contractor and shall be in their scope. The Contractor shall indemnify BHEL against Compensation liability on account of any accident/eventuality at site and guarantees that such expenses if occasioned due to any eventuality shall be borne by the Contractor at no extra cost to BHEL.
- l) Vendor shall also be responsible for maintaining Environmental impacts to comply the requirements of ISO 14001:2015 in the plant premises during operation and maintenance of crane as per the instruction given by BHEL concerned site engineer.

GENERAL REQUIREMENT:

2. Manpower Details:

The crane-wise manpower requirement is as under:-

SL.No.	CATEGORY*	OPERATOR	HELPER	MECHANIC
1	Category – I (Crane capacity 8T to 25 T)	1 NO.	1 NO.	-
2	Category – II (Crane capacity 75T to 150 T)	1 NO.	1 NO.	1 NO.
3	Category – III (Crane capacity above 150T to 300 T)	1 NO.	1 NO.	1 NO.
4	Category – IV (Crane capacity above 300 T)	1 NO.	1 NO.	1 NO.
5	Category – V			
A	Master Technician (Capable for troubleshooting of Mechanical & Hydraulic fault in crane, ranging from 8MT to 600MT capacity)	1 NO.		
B	Auto Electrician (Capable for trouble -shooting of Electrical & Electronics fault in old & new model crane, ranging from 8MT to 600MT capacity)	1 NO.		

*Note: Refer Annexure-A for category wise crane details.

**BHEL reserves the right to increase or decrease the members (mechanic/ helper) of the team at its discretion. In such cases, the service charges for the team member added/removed shall be calculated as per quoted rates:

However, for some cranes, operator may not be required and only “helper” or/and “mechanic” may be required.

A. Eligibility criteria for crane Man-power:

i) Crane Operator:-

Crane operator should have experience of running same category or above category of crane for minimum 3 years and should have valid Heavy Motor vehicles driving license and/ or any other applicable license required for, issued by competent authority.

He should be capable of attending periodic servicing, minor breakdown/repair, dismantling & assembly and should have high proficiency in supervision of all maintenance activities of Hydraulic/Mechanical crawler/ Tyre Mounted cranes of mentioned capacity or above. Moreover, He must be able to read operation and maintenance manual, load charts and Safe Load Indicator screen (SLI).

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ii) **Crane Mechanic:-**

Crane Mechanic must have minimum 3 years of experience in that category of cranes or above. He should be capable for assisting crane operator in periodic servicing, breakdown/repair, dismantling & assembly of Hydraulic/Mechanical crawler cranes.

iii) **Crane Helper/rigger:-**

He should have experience of working in power/process plant. He shall remain associated with hydraulic/mechanical crawler crane operator for proper cleaning and up-keepment of crane during operation, servicing and maintenance works on day to day basis and assist operator and / or Mechanic during troubleshooting activities of the cranes as per requirement.

iv) **Master Technician & Auto-Electrician (Category-V):**

- a) Master Technician & Auto-Electrician should have proficient knowledge and experience of minimum 3 years in maintenance of hydraulic, mechanical, electrical & Electronics problem in new age state of the art Cranes. They should be capable to trouble-shoot of all type of Mechanical, Hydraulic, Pneumatic, electrical & Electronics problem of different crane variant starting from 8MT Tyre Mounted Pick & Carry type Hydraulic mobile crane up to 600MT Hydraulic Crawler Cranes manufactured by **Escort, ACE, TIL, TWL, TATA-Hitachi, Fushun, Zoomlion, Sumitomo, Kobelco, Liebherr, and Manitowoc.**
- b) They will be deployed as per decision of HQ/FEX, preferably in any of the project sites where maximum no. of fleets of crane shall be deployed by BHEL. Their services shall be utilised for troubleshooting of BHEL's cranes at different sites. **They have to travel between different sites and HQ as per requirement.** BHEL shall pay **Rs.250/- per man-day on tour as D.A (daily allowance) plus** to & fro travel charges between BHEL sites / HQ shall be paid limited to train 3AC class fare (Tatkal) / Bus fare. Accommodation shall be arranged by BHEL, in case of non-availability of the same, accommodation charges shall be reimbursed at actual limited to **Rs.700/- per day** on submission of documentary evidence.
- c) **The payment for Master Technician & Auto-Electrician shall be processed by PSER-HQ (FEX). Vendor shall submit their bill to HOD/FEX along with attendance, proof of travelling cost, and accommodation charge etc. Confirmation/ certification of deployment details of them shall be obtained / made by FEX from concerned sites/HQ for processing the payment.**

B. Bio-data and Medical Fitness requirement

- i) Bio-data of operator/ mechanic should be submitted to PSER - FEX/ Site before deployment. On acceptance from BHEL they shall be deployed on job. If performance of any of the members found unsatisfactory same should be replaced on advice from BHEL –FEX/ site.
- ii) The contractor shall arrange for pre-employment medical check for all the personnel deployed against this contract and shall submit records for the same. The personnel to be deployed should possess good health, should be well behaved and polite in nature.
- iii) Operator shall have latest Physician's certification for their physical fitness in vision with/without Lenses & adequate hearing with or without hearing aid
- iv) Yearly eye vision test of operator is must and test report is to be submitted to site Engineer by contractor. Other medical tests at such periodicity as prescribed under schedule-VII of "BOCW Act, 1996" shall also have to be arranged by the contractor for all crane operators deployed under this contract.

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- v) Experience and Medical Fitness certificate of operator is to be submitted beforehand for getting approval from concerned site/ HQ-FEX.
- vi) If vendor replaces/changes any manpower of O&M team of any crane on his own, they must take prior permission from Site / HQ-FEX Dept., BHEL-Kolkata otherwise the payment may be with-held against the same staff.

3. Indemnity Bond:

An Indemnity bond (as per prescribed format) to be furnished by the Vendor stating that all expenditure caused due to failure of statutory obligations on the part of the tender shall be borne by the Vendor. Power of attorney in original is to be submitted for RA bill submission, signing on M-book and receipt of material from BHEL etc.

4. Crane Details:

Details of the cranes currently available with BHEL-PSER for Operation & Maintenances are given in **Annexure-A**, however, locations of these cranes are subject to change. Further, it may be noted that some cranes may be added or deleted from the given list as and when required. If any new crane is added to the list given below, then the price quoted against that category of crane shall be applicable till the validity of the contract.

5. LEAVE:

The crew member should take prior permission from engineer in- charge of site for taking leave. Suitable replacement operator should be arranged by the contractor in case of no. of absent days of operator is more than 03 days. **In case of delay in deployment of requisite manpower a penalty @ 0.5% of monthly rate per week or pro-rata basis limited to maximum of 5% of the monthly rate shall be levied from the RA bill of the vendor.**

6. Schedule Of Daily Routine Checking And Preventive Maintenance Of Each Crane As Follows:-

- i) Daily Routine Checking of Oil/Lubricants/Water/Coolant/Electricals/Electronics etc. and Cleaning of Cranes.
- ii) Checking and filling/topping up of Lubricants, Fuel, Brake Oil, Water, Coolants etc. as and when required.
- iii) Periodic Greasing & Application of Cardium compound as per Lubrication Schedule.
- iv) Checking & replacement of Engine Oil & Air Filters, Roto-Seals etc.
- v) Minor Maintenance Works for Checking & Replacement of Brake cylinders Kits, other small spares.
- vi) Monitoring of defects in Cranes for identification of Spares & Services requirement.
- vii) Continuous Surveillance of Cranes during running & troubleshooting works.
- viii) Providing all assistance as directed by site in regard to cranes and spares, storing etc.
- ix) Extending/reducing/changing Boom & Jib lengths or combinations of the cranes at site as and when required.
- x) Any other servicing/maintenance works as per attached format **(Annexure-IV) and OEMs' Manuals.**

7. Spare parts & Consumables:

All consumables like filters, grease, hydraulic oil, gear oil, engine oil, coolant, diesel and cleaning consumables (cotton waste, jute, emery paper, rustolene, kerosene etc.) for day to day usage as well as break down maintenance will be provided by **BHEL on free of cost**. Suitable assisting crane,

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hydra if required for dismantling and assembly and Boom/Jib extension/reduction of crane shall also be provided by **BHEL on free of cost**.

All hand tools provided by BHEL to vendor's personnel during contract period should be returned after use or end of contract.

8. Major Break-down repairs:

For major break down repairs, BHEL at its own discretion may requisition services of the OEM's representative to supervise the repairs.

9. Periodic Reports:

The following reports shall be prepared by the vendor for each crane and sent to BHEL-PSER-FEX dept., KOLKATA on monthly basis after getting it signed from Site personnel along with a copy of RA bills:

- a. Maintenance (Preventive & Breakdown) details of the crane as per **Annexure- I**
- b. Maintain and submit a record of spares in the stock and spares utilized for the month and requirement of new spares (if any) as per **Annexure –II**.
- c. Monthly utilization report as per **Annexure- III**.
- d. Moreover, successful bidder shall provide a detailed monthly statement as per attached **Annexure–VI (consolidated monthly statement)** about all the cranes working under him. The report shall be sent through mail within seven days of the next month.

10. Validity of Contract:

The contract period shall be effective for a period of **2 (Two)** years counted from the date of LOI. However, BHEL shall reserve the right to extend the contract period for a further period of **3 (Three)** month or less under the same terms and conditions. However, such extension is subjected to Contractor's satisfactory performance rendered at BHEL site. All rates shall remain firm throughout the tenure of the contract period. However, BHEL at any time can terminate the service contract by giving one months' notice period in case service provided is not satisfactory. Individual order for specific works shall be issued by PSER- FEX Dept. against the rate contract.

11. Mobilization For Job Commencement:

Vendor shall mobilise required manpower within **2 (two) weeks** on getting instructions from BHEL site/ FEX. **In case of delay in deployment of any manpower a penalty @ 0.5% of monthly rate per week or pro-rata basis limited to maximum of 5% of the monthly rate shall be levied from the 1st RA bill of the vendor.**

12. Accommodation and Local Conveyance:

Local transportation to and fro movement for personnel deployed at site and their **local accommodation** shall be arranged by contractor within the quoted rates. No extra cost shall be paid by BHEL on this account.

13. Crane Assistance for dismantling and assembly at site(s):

Crane assistance including fuel, sling and D-shackle shall be provided by **BHEL free of cost** for dismantling and assembly of the crane at respective sites.

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If it is to be arranged by vendor at any site then the cost incurred on behalf of it shall be reimbursed by BHEL on submission of Bill of hiring agency at actual. Vendor should mobilise such crane after taking written permission from BHEL site engineer about hiring charges of crane.

14. Extent of Dismantling to be Done to Facilitate Transportation:

The crane has to be dismantled, after discussion with BHEL, to the extent required so that it can be transported smoothly to another site without any hindrance.

15. Tools and Plants/Consumables/Spares And Manpower Required For Dismantling & Assembly of Cranes:

- a) Special tools & tackles as available with the crane for assembly/dismantling will be provided by BHEL free of cost.
- b) Assisting crane along with operating consumables including fuel will be provided by BHEL.
- c) For execution of Dismantling & Assembly job suitable nos. of labours shall be provided by BHEL free of charge at respective sites.

16. MISCELLANEOUS RESPONSIBILITIES OF BHEL FOR SERVICING/ MAINTENANCE WORKS:

- a) All Crane spares required for Installation / Breakdown & Repair with Storage for old as well as new Spares shall be provided by BHEL free of cost.
- b) Electrical Power / Illumination for work shall be provided by BHEL at free of cost.
- c) Welding Machine with Cable, Holder & Electrodes, Gas Cutting Set with Torch & Filled Gas Cylinders, Drill Machine, Grinding Machine & Wheels, Rated Capacity Jacks, Lifting Tackles/Slings etc. and Crane-specific Special Tools required for maintenance & repair shall be provided by BHEL at free of cost.
- d) Workshop Machining & Electrical Winding Works:
Workshop machining facility in general and Electrical Winding Facility for self-starters/armatures etc. within/beyond site premises for repair/adjustment/match fitting of spares/components shall be provided by BHEL at free of cost.
- e) Basic fuel (diesel) and lubricants (Engine Oil, Gear Oil, Cardium Compound, Grease etc.) will be provided by BHEL free of cost.
- f) Space of adequate size for storing of required hand tools, spares, slings, consumables etc. as necessary shall be provided to the contractor by BHEL at free of cost basis for working facility of the personnel.

17. Normal Working Hours for Cranes Operation & Maintenance (Maintenance and operator) and Over Time Payment

Normal working hours for Cranes Maintenance and operator service shall be daily **08 (Eight) hours excluding lunch break.**

Sundays and other site holidays will not be considered as normal working days. Working hours in such holidays and extended working hours (i.e. more than 8 hours excluding lunch break) of any day, if any, will be considered for **Over Time (OT) payment**. Prior permission of the concerned BHEL site engineer is required for working in such holidays or **extended hours** on any working day. **Over time payment shall be paid on single pro-rata** basis on certification of the BHEL Site Engineer. The hourly rate for extended hour working of every category of manpower is to be

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evaluated on the basis of scheduled monthly rate divided by 26 days and further divided by number of normal working hours (i.e. 8 working hours per day). The OT payment shall be made with the monthly RA bill by concerned site.

EXAMPLE: Hourly rate of a manpower during extended hour or Sundays & Holidays :
= Rate of a manpower in Rupees per month / (26 X 8)

The concerned BHEL- Site engineer shall advise to keep required nos. of manpower during extended hours of working. He may ask entire or partial team to stay during this time. The payment shall be made in accordance with it.

A. Intervals of Rest. –

(1) The periods of work of adult workers each day shall be so fixed that no period shall exceed 5 (five) hours and that no worker shall work for more than five hours before he has had an **interval of rest** of at least **half an hour**.

(2) The State Government or, subject to the control of the State Government, the Chief Inspector, may, by written order and for the reasons specified therein, exempt any factory from the provisions of sub-section (1) so however that the **total number of hours worked by a worker without an interval does not exceed six**.

E.G. (1) If they work for more than 5 Hrs then 1 hr should be deducted for lunch.

(2) If their work continues for more than 9 hrs including 1 hrs. lunch break **Clause A** will be applicable.”

18. Supervision for Loading & Unloading:

Loading of the Dismantled Crane Components at Releasing Site as well as Unloading from Trailers/Truck of the same at Destination site are to be supervised by the Vendor for proper handling with due safety precautions adhered to, and the loaded vehicle shall not leave site until clearance is given by Vendor.

Following points must be ensured during loading:-

- i. During loading the larger structural items i.e. boom, jib etc. should not be loaded together with smaller heavy articles such as counter weight/hook block etc in the same vehicle/trailer, except for if mentioned in work order for transportation. No overloading, overhanging or projected length shall be allowed beyond the length and width of the trailer.
- ii. Only nylon belts/straps must be used for lacing boom and jib components during transportation whereas arrangement of the same shall be in transport vendor's scope.
- iii. Proper sleepers must be used below the Boom & Jib sections and also wherever required whereas arrangement of the same shall be in the scope of transportation Vendor.

19. Manpower Strength:

With increase/decrease in the no. of Cranes at Site, BHEL shall have right to increase/decrease in Category-wise specific Manpower from time to time, at the applicable rate and terms & conditions. In case of addition, Vendor has to provide the same positively within 1 (one) month from the date of notice by Site. In case of any delay, BHEL shall have the right to engage the manpower at the risk & cost of the Vendor. In case of reduction in man power minimum 1 (one) months' notice shall be given to the contractor.

20. Prohibition in Sub-letting Of The Job:

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The Vendor shall not sublet the contract or part thereof to any other party which may tantamount to termination and/or forfeit of security deposit. In any case the onus for proper execution of the job shall rest with the Vendor as per the contract in all respect.

21. Techno-Commercial Terms & Conditions For Executing The Work:-

- i) The work shall be executed under the usual conditions prevailing in power plant construction and in conjunction with numerous other operations at Site. The contractor and his personnel shall co-operate with all BHEL personnel, BHEL's Customer, Customer's Consultants and all other Contractors, co-ordinating his works with other and proceed in a manner that shall not delay or hinder the progress of work of the project as a whole.
- ii) The contractor shall execute the work in most substantial manner. The materials and equipment shall be handled with care and diligence.
- iii) Customer specific HSE Requirement as per instructions of BHEL should be follows.

The contractor shall ensure that all newly recruited staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field. Record for the same shall be submitted regularly to Site Engineer

During contract period vendor shall follow HSE PLAN for Sub-Contractors (General) [Doc. No. HSEP:14-ER, Rev-01; HSEOCP:61, Rev-01 & HSEOCP:61A, Rev-00 attached] as applicable, specially cl. no. 13.2.4, 13.2.4.2, 13.2.4.3, 13.2.4.4.1, 13.2.12.2 (c), 13.2.12.3, 14.5 and format HSEP:14-F08 (Inspection of Cranes).

- iv) The vendor should maintain **log sheet** (Annexure –VII) on daily basis and get it signed by concerned BHEL engineer on daily basis.
- v) The Contractor shall submit a detailed daily schedule or plan to site engineer for routine maintenance/planned maintenance etc. of the various cranes deployed at site in line with O&M manual/attached format for maintenance/servicing along with time-period required for each occurrence so that advance planning of erection/loading/unloading etc. for the main equipment can be done in systematic manner taking into account the non-availability period of cranes causing no hindrance to main work.
- vi) All breakdowns, repairs etc. shall have to be taken up by the contractor immediately so as to cause minimum lead time to erection work.
- vii) **Necessary insurance coverage like workmen compensation and further P.F, ESI, Medical Insurance (as applicable) etc. for the employees is to be arranged by the contractor.**
- viii) Vendors' supervisor should visit to site for ensuring compliance of all statutory requirement (Submission of EPF challan, GST return document, ESIC / Medical Insurance (as applicable), etc.) and timely submission of monthly RA bill along with all supporting documents as suggested by respective sites. Empowerment of the above mentioned Personnel must be reflected in the Organisation Chart of the Bidders.
- ix) The contractor's crew shall report to the Construction Manager or to the engineer nominated by him on a daily basis at site. Contractor shall also nominate a person reporting to FEX/PSER, Kolkata and shall update all the activities in progress at all sites.
- x) Vendor has to ensure safety of their workmen working at site by means of safe work practices. Vendor should provide all Personal protective equipment (PPE) like helmet, safety shoes, hand gloves, dust masks, safety belt, ladder, safety goggles, rain gears etc. to their personnel working

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inside the plant complex at his cost and must adhere to safety norms. The vendor must adhere to security/safety regulations of BHEL and Customer.

BHEL shall not be responsible for any accident/injury to the workers' of vendor during operation or otherwise.

- xi) BHEL shall provide space to the vendor for storing required hand tools, spares, slings, consumables etc. as necessary.
- xii) The contractor shall provide mobile phones to the Operator, mechanic and helper to ensure their traceability.
- xiii) If the performance of the entire team deployed by vendor is found unsatisfactory and suitable replacement is not provided by the vendor within reasonable period then BHEL has the right to terminate the contract or may get the job executed by a third party at the risk and cost of the vendor. Moreover, if performance of individual personnel is not found satisfactory then BHEL has the right to ask for a replacement for the same and such **replacement** has to be made within a time frame of 2 (two) weeks from the date of getting intimation from BHEL. If the same has not been done by vendor within the allotted time then BHEL has the right to discontinue monthly payments for those personnel. The delay on this account is attributable to the contractor.
- xiv) Contractor shall have to arrange entry gate passes for their crew/staff. Necessary support in regard to forwarding of documents etc. shall be extended by BHEL.
- xv) HOLIDAYS AND OTHER BENEFITS: Holidays shall be as decided by BHEL Site but all Sundays shall be considered as holidays. However, in case of exigency, the Crane/(s) may be required to be operated/serviced / maintained on such holidays. In case of working on holidays, the overtime shall be paid additionally as detailed above in respective clause.
- xvi) The contractor shall submit Certificate/Documentary evidence for P.F. (Provident Fund), GST return document and wage payment of its O&M team at site along with the monthly RA bill whenever asked by site/s.
- xvii) **There will be no 'Price variation (PVC) & price escalation throughout the tenure of the contract.**
- xviii) **Before participation in tender, the vendor is advised to inspect the sites of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available. No claim will be entertained later on the ground of lack of knowledge.**

22. Rejection of Tender & Other Condition

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning reason whatsoever:

- a. To reject any or all the tenders.
- b. To split up the work amongst two or more bidders.**
- c. To award the work in part.
- d. Either of the contingencies stated above to modify the time for completion suitably.
- e. Conditional and unwitnessed tenders, tender containing absurd unworkable rates and tenders which are incomplete or otherwise defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

23. Price Bid Evaluation Criteria & Award of Contract:

- a) Bidder may choose to quote against any or all category(ies). However, vendor shall quote for

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all the cranes under a particular category otherwise their offer shall be liable for rejection.

- b) Separate monthly rate has to be quoted for each category of manpower as per price schedule enclosed with the tender.
- c) **Bidder shall quote their rates in separate sealed envelopes as per price schedule for each category i.e. separate price schedule as Schedule-1, Schedule-2, Schedule-3, Schedule-4 & Schedule-5 for rate contract for a period of 2 (two) years, strictly in accordance with tender.**
- d) Evaluation & awarding will be done separately on **total price quoted** by bidders in the individual category. Whosoever is successful in any category shall also be considered for another/subsequent category subject to fulfilment of Pre- qualification criteria and all tender terms & conditions.
- e) The quantities of the various items mentioned in price schedule of items are approximate, based on very preliminary information and may vary to any extent or be deleted altogether. The quoted rates of each item will remain firm throughout the period of execution including extension, for reasons whatsoever, as long as variation in the total value of work executed under any part of this contract including extra items, if any but excluding any price variation remains, within plus minus fifteen percent ($\pm 15\%$) of the awarded price as per LOI.
- f) The bidder who has quoted lowest price is called L1 bidder and second lowest price is called L2 bidder and so on. The bidder who has quoted the highest rate is called H1 bidder.
- g) The quoted rate for individual category of cranes shall be evaluated separately and Category wise L-1 bidder shall be decided.
- h) BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 60:40 basis after getting L2/L3/L4 but except H1 (except in the case of two qualified bidders) bidders' acceptance of the counter offered L1 price. If none of the bidder matches L1 price, then 100% job shall be awarded to L1 bidder. Sequence of counter offer shall be as per their respective ranking.
 - i) The distribution of jobs among L1 & L2 shall be done by BHEL-PSER as per requirement. However, decision of BHEL on this shall be final and binding on the successful bidders.
 - ii) Splitting of job is applicable only for Category-I, Category-II & Category-III. No splitting of Job is applicable for Category-IV & Category-V.
- i) Separate work order for each crane (as applicable) shall be issued every time by BHEL-PSER FEX Department.
- j) **10% additional charges shall be paid to the successful vendor against the cranes working in various sites in Hilly Area & North East States** (i.e. Sites located beyond Siliguri e.g. Hilly area in District of Darjeeling, & state of Sikkim, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura).
- k) **If a crane is diverted from one site to another site then also the crane shall remain under same vendor (if there is more than one vendor under that category) and same O&M staff is to be deployed at that site if BHEL is satisfied with the performance of the team. However, no. of O&M staff may be reviewed and changed by BHEL based on requirement.**

24. Performance of the vendor:

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Performance of the vendor shall be measured as per attached **Annexure-V**. Quarterly reports shall be received from site and if the performance of the vendor is found below par, the services of that vendor shall be withdrawn from that site and may be from other sites.

25. Responsibility of vendor during works inside plant premises:

The Vendor shall comply with the plant security regulations that may be in force at the workplaces in the matter of entry, exit, movement & working inside the plant premises. The Vendor shall ensure that all employees and persons engaged/authorized by him for the work behave properly with BHEL and their client's officer/staff. If any personnel is found misbehaving or violating any plant security or safety regulations, BHEL has the right to ask for a replacement of the same and such replacement has to be made within a time frame of two weeks failing which shall result in discontinuity of his monthly salary/rate.

26. TAXES & DUTIES –GST REGIME

- i) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- ii) *TDS under GST shall be deducted at prevailing rates on gross invoice value from the running bills.*
- iii) **All taxes excluding GST & BOCW Cess (dealt separately in Tender)** but including, Charges, Royalties, , any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by you and shall not be payable extra.
- iv) Any increase of the same at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. **Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.**
- v) *GST: GST along with applicable Cess (if applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL.*

The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

- vi) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will be intimated to the successful Bidder :-

Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances.

Portal Address – Shall be intimated later And Email Address – Shall be intimated later.

In case of delay in submission of the abovementioned documents on the date of despatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

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- vii) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 34 of GST Act & Rules referred there under.
- viii) Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after despatch.
- ix) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL.
- x) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- xi) Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

- xii) Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

27. Terms of Payment:

The Contractor shall submit the monthly RA bill for Category – I to IV at corresponding sites and for category –V at PSER-HQ (FEX) **100% payment shall be released** from BHEL-PSER Site/ HQ (it shall be mentioned clearly in the Work Order) after 60 days on submission of the invoice (i.e. the RA bill) complete in all respect along with following documents.

- i) GST Tax Invoice in triplicate based on the Manpower rates as per rate schedule including Over Time if any.
- ii) Monthly compliance report as per **Annexure-I, Annexure-II and Annexure-III** signed by site Engineer & Contractor's site representative for each Crane in duplicate.
- iii) Monthly Attendance report (date wise for each category of manpower) signed by site Engineer & Contractor representative.
- iv) Date wise overtime (if any) report for each category of manpower indicating OT (Over Time) hours certified by site Engineer.

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- v) Contractor has to provide certified copy of log sheets, GST documents for each site, WC insurance & PF (as applicable) etc. Documents and reconciliation statement of spares used (if any) along with RA bills.

Note:

- a) **The number of payments to be made to the contractor shall be restricted to one in each month per crane.**
(The Contractor shall raise monthly RA bills in every month at site for timely processing of bills for payment. If delay in contractor's end, it is their responsibility to pay the wages to their manpower in time.)
- b) Overtime payment up to a maximum limit of 20% per month shall be paid to the vendor. If the Overtime hours exceed more than 20% then site shall take approval of competent authority by citing suitable justification for according payment to the vendor.
- c) If the total claim amount exceeds the WO value at any stage during the execution of the contract, then the same has to be brought to the knowledge of BHEL. The same shall be processed only after written confirmation from detailed Order issuing department.
- d) **For the transit period of cranes, full payment shall be made to the Vendor's man-power from crane destination site**, i.e. when the crane is under transit from one site to another after releasing of last consignment from releasing site. However, vendor shall only mobilise manpower at location of assembly as per intimation received from BHEL.
- e) TDS as applicable shall be deducted from the bill and a certificate to that effect shall be given to the vendor. All payments will be made by A/C payee cheque or **RTGS method** for which A/C details of the vendor shall be required (as per format attached). Cheques shall be sent by speed post only.

28. SETTLEMENT OF DISPUTE AND ARBITRATION: (Shall be applicable as per GCC.)

29. Force Majeure Conditions:

Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control shall be treated as force majeure and any delay in works due to above reasons shall be considered by BHEL on representation with appropriate documentary evidences.

In case of any unusual situations like lockdown, etc., intimation to be given to or by site personnel through e-mail and payment will be made by site personnel depending on the prevailing situation.

30. SECURITY DEPOSIT / PERFORMANCE BOND:

- a. Security deposit shall be as per GCC volume-I
- b. Performance Bond is not applicable for this tender

31. OVER RUN COMPENSATION (ORC): Not applicable for this tender.

32. MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE (IBRA)/ RATE REVISION: Not applicable for this tender.

33. OTHER TERMS:

All other terms & conditions of this specification shall be governed by the pertinent provision of GCC as applicable.

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IMPORTANT CONDITIONS FOR PAYMENT

It may be noted that the first running bill will be released only on production of the following at site(s).

1. Workmen Compensation Policy.
2. Indemnity Bond
3. Power of Attorney
4. Medical Insurance copy (as applicable)
5. PF, ESI (if applicable) copy.
6. Labour Licence (as applicable)
7. Un-Qualified Acceptance for Detailed L.O.I.

All payments due to the contractor shall be made only through “e-Payment”, including return of EMD amount to unsuccessful bidders. The bidder has to furnish details of his Bank account as certified by the concerned Banker in the format furnished to enable e-payment.

PROVIDENT FUND & MINIMUM WAGES

The contractor is required to extent the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.

The contractor shall ensure the payments of minimum labour wages to the workmen under him as per the rules applicable from time to time in different state(s).

The final bill claim along with SD refund claim to be submitted within 1 year from the closing/ expiring of the contract