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2012

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref: BHEL/NR/SCT/OBRA/BOILER/R&amp;M/1035

Date: 26 /08/16

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## **NOTICE INVITING E-TENDER (NIT)**

### **BIDDER TO SUBMIT OFFERS ON PORTAL**

**<https://bheleps.buyjunction.in>**

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To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	<b><u>BHEL/NR/SCT/PSNR SITES/CRANES O&amp;M/1037</u></b>
ii	Broad Scope of job	<b>Rate contract for providing services of regular operation, routine maintenance &amp; minor breakdown repairs of cranes at various BHEL-PSNR Project sites</b>
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <span style="float: right;">Applicable</span>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <span style="float: right;">Applicable</span>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <span style="float: right;">Applicable</span>
d	Volume-ID	<i>Forms and Procedures</i> <span style="float: right;">Applicable</span>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <span style="float: right;">Applicable</span>
iv	Issue of Tender Documents	From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) and <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> Tender documents will be available at website till due date of submission <span style="float: right;">Applicable</span>
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date :19/09/16 , Time : 1500 HRS</b> <b>Place : on <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a></b> <span style="float: right;">Applicable</span>
vi	OPENING OF TENDER	<b>Date : 19/09/16</b> <b>Notes:</b> (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. <b>However it being an e-tender it shall be opened on online</b> <span style="float: right;">Applicable</span>

vii	EMD AMOUNT	Rs 1,50,000/-	Applicable
viii	COST OF TENDER	Rs 2,000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<b>Five days before bid submission due date.</b> Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) & portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	
xiii	Tender submission	on portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a>	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft/Pay Order should be uploaded in the E procurement portal. Hard Copy of the Demand Draft/Pay Order should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only.

#### Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT Tender Cost and EMD (in physical form) as mentioned below:

**a. Technical Tender (UN priced Tender)**

All Technical details(eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- ii. Technical Bid (without indicating any prices).

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

**DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

**Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

**The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)( **Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

**M/s M Junction services Limited, Kolkata**

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP  
Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

The contact details of the service provider are given below:

- 1) First level: MJ Helpdesk : 033-66011717, [eps.customercare@mjunction.in](mailto:eps.customercare@mjunction.in)
- 2) Second Level: Bhaskar Chakraborty: 8584008205, [bhaskar.chakraborty@mjunction.in](mailto:bhaskar.chakraborty@mjunction.in),  
Santosh Kumar: 9717149600, [santosh.kumar@mjunction.in](mailto:santosh.kumar@mjunction.in)
- 3) Third Level: Rimi Ghosh: 9650044156, [rimi.ghosh@mjunction.in](mailto:rimi.ghosh@mjunction.in)

1. Customer care Help Desk of M/s MJUNCTION SERVICES LIMITED, Kolkata:  
Tel ~ 033 - 66011717 (From 9.30 am to 5.30 pm),  
Mob - 91633 48283 - 86/ 85840 08116 (From 5.30 pm to 8.30 pm)  
HELPDESK email: [eps.customercare@mjunction.in](mailto:eps.customercare@mjunction.in),  
The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

2. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on [www.bheleps.buyjunction.in](http://www.bheleps.buyjunction.in)

#### 6.0 **Not Used**

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

#### 9.0 **Not used**

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

- 11.0 For any clarification on the tender document, the bidder may seek the same through e-procurement portal , as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if**

**applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point 1 (xi) above.**

15a. **Integrity Pact (IP)**

- i. IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Details of IEM for this tender is given at point 1 (xi) above.

- ii. Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

No routine correspondence shall be addressed to the IEM (phone / post / email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department.

- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

- 18.0 An email intimation regarding e - price bid opening shall be sent to all technocommercially qualified parties .Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 **Not used.**

24.0 The bidder shall submit/Upload documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).

27.0 BHEL reserves the right to go for **Reverse Auction (RA)** instead of opening the price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

28.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines' milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on “**supplier registration page**”.

29.0 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

**Note: -** If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3 where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

MSEs shall be exempted from payment of tender fee.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:-**

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Chartered Accountant certificate for MSMED
- (iv) Annexure-4 General Terms and Conditions of Reverse Auction (RA)
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: Feedback form
- (vii) Other Tender documents as per this NIT.



**ANNEXURE - 1****PRE QUALIFYING REQUIREMENTS**

JOB	Rate contract for providing services of regular operation, routine maintenance & minor breakdown repairs of cranes at various BHEL-PSNR Project sites
TENDER NO	<b>BHEL/NR/SCT/PSNR SITES/CRANES O&amp;M/1037</b>

SL. NO.	PRE QUALIFICATION CRITERIA	NAME AND DESCRIPTION OF QUALIFYING CRITERIA																																																																																																				
A	Submission of Integrity Pact duly signed	Not Applicable																																																																																																				
B	<p><b><u>Technical</u></b></p> <p>Bidder shall have the experience of having successfully completed <b>similar work</b> during last seven years ending last day of month previous to the one in which applications are invited. Experience shall be of one work or two works or three works costing not less than the amount as per the following table:</p> <table><tr><th rowspan="2">SL. NO.</th><th rowspan="2">QUOTING FOR CATEGORY</th><th colspan="3">SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS</th><th>SIMILAR WORK EXPERIENCE IN TERMS OF CRANE CAPACITY</th></tr><tr><th>ONE WORK (` in lacs)</th><th>TWO WORKS (` in lacs) EACH</th><th>THREE WORKS (` in lacs) EACH</th><th>MINIMUM CRANE CAPACITY</th></tr><tr><td>1</td><td>' A '</td><td>8.96</td><td>5.6</td><td>4.48</td><td>75MT</td></tr><tr><td>2</td><td>' B '</td><td>36.24</td><td>22.65</td><td>18.12</td><td>100MT</td></tr><tr><td>3</td><td>' C '</td><td>25.6</td><td>16</td><td>12.8</td><td>200MT</td></tr><tr><td>4</td><td>' D '</td><td>8.08</td><td>5.05</td><td>4.04</td><td>600MT</td></tr><tr><td>5</td><td>' A &amp; B '</td><td>45.2</td><td>28.25</td><td>22.6</td><td>100MT</td></tr><tr><td>6</td><td>' A &amp; C '</td><td>34.56</td><td>21.6</td><td>17.28</td><td>200MT</td></tr><tr><td>7</td><td>' A &amp; D '</td><td>17.04</td><td>10.65</td><td>8.52</td><td>600MT</td></tr><tr><td>8</td><td>' B &amp; C '</td><td>61.84</td><td>38.65</td><td>30.92</td><td>200MT</td></tr><tr><td>9</td><td>' B &amp; D '</td><td>44.32</td><td>27.7</td><td>22.16</td><td>600MT</td></tr><tr><td>10</td><td>' C &amp; D '</td><td>33.68</td><td>21.05</td><td>16.84</td><td>600MT</td></tr><tr><td>11</td><td>' A, B &amp; C '</td><td>70.8</td><td>44.25</td><td>35.4</td><td>200MT</td></tr><tr><td>12</td><td>' A, B &amp; D '</td><td>53.28</td><td>33.3</td><td>26.64</td><td>600MT</td></tr><tr><td>13</td><td>' A, C &amp; D '</td><td>42.64</td><td>26.65</td><td>21.32</td><td>600MT</td></tr><tr><td>14</td><td>' B, C &amp; D '</td><td>69.92</td><td>43.7</td><td>34.96</td><td>600MT</td></tr><tr><td>15</td><td>ALL FOUR CATEGORY</td><td>78.88</td><td>49.3</td><td>39.44</td><td>600MT</td></tr></table> <p>Separate contract of operation and maintenance shall also be considered against each category.</p>	SL. NO.	QUOTING FOR CATEGORY	SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS			SIMILAR WORK EXPERIENCE IN TERMS OF CRANE CAPACITY	ONE WORK (` in lacs)	TWO WORKS (` in lacs) EACH	THREE WORKS (` in lacs) EACH	MINIMUM CRANE CAPACITY	1	' A '	8.96	5.6	4.48	75MT	2	' B '	36.24	22.65	18.12	100MT	3	' C '	25.6	16	12.8	200MT	4	' D '	8.08	5.05	4.04	600MT	5	' A & B '	45.2	28.25	22.6	100MT	6	' A & C '	34.56	21.6	17.28	200MT	7	' A & D '	17.04	10.65	8.52	600MT	8	' B & C '	61.84	38.65	30.92	200MT	9	' B & D '	44.32	27.7	22.16	600MT	10	' C & D '	33.68	21.05	16.84	600MT	11	' A, B & C '	70.8	44.25	35.4	200MT	12	' A, B & D '	53.28	33.3	26.64	600MT	13	' A, C & D '	42.64	26.65	21.32	600MT	14	' B, C & D '	69.92	43.7	34.96	600MT	15	ALL FOUR CATEGORY	78.88	49.3	39.44	600MT	Applicable
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14	' B, C & D '	69.92	43.7	34.96	600MT																																																																																																	
15	ALL FOUR CATEGORY	78.88	49.3	39.44	600MT																																																																																																	
C C-1	<p><b><u>Financial</u></b></p> <p><b><u>TURNOVER</u></b></p> <p>a) Bidder should have an average annual turnover of minimum</p> <ul style="list-style-type: none"><li>Rs.3.36 Lacs for quoting category-A only</li><li>Rs.13.6 Lacs for quoting category-B only</li><li>Rs.9.6 Lacs for quoting category-C only</li><li>Rs.3.03 Lacs for quoting category-D only</li></ul> <p>during preceding three financial years i.e. 2012-13, 2013-14 and 2014-15</p> <p>b) Bidders who wish to quote for more than one category should have an average annual financial turnover which results after summing up the</p>	Applicable																																																																																																				

	<p>turnover against individual category given at (a) as above during preceding three financial years i.e. 2012-13, 2013-14 and 2014-15. (e.g. bidders quoting rates for category 'A' and 'C' should have a turnover of Rs. 12.96 Lacs. Bidders quoting rates for all four categories should have a turnover of Rs. 29.59 Lacs.</p> <p>The bidder shall submit audited annual accounts (balance sheets and profit &amp; loss account) in support of this.</p> <p><b>“If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant”.</b></p>	
C-2	<p>NETWORTH</p> <p>Net worth of bidders based on the latest audited accounts, as furnished for C-1 above, should be positive.</p>	Applicable
C-3	<p>PROFIT</p> <p>Bidder must have earned cash profit in any one of the three financial years as applicable in last three years defined in C-1 above based on latest Audited accounts.</p>	Applicable
D	Assessment of capacity of Bidder to execute the work as per sl no 9 of NIT	Not Applicable
E	Approval of customer	Not Applicable
F	Consortium Criteria	Not Applicable

#### Explanatory Notes

1. Relevant documents, meeting above requirements shall be submitted by bidders.
2. **“Similar Work”** shall be defined as **operation and maintenance of crawler cranes** of capacity as mentioned in the table at sl.no.'B' above.
3. If the qualifying work is completed in the seven (7) years period specified in sl. no. B, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.
4. For sl.no.B, value of work is to be updated as per the PVC formula of GCC with Indices for “All India Avg. Consumer Price Index for Industrial Workers” with base month as date of execution and indexed up to two months prior to the bid-opening month.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

**ANNEXURE - 2****CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( <input checked="" type="checkbox"/> ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ <del>Not Applicable</del>	YES/NO
8	Copy of PAN Card	Applicable/ <del>Not Applicable</del>	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ <del>Not Applicable</del>	YES/NO
10	Integrity Pact	Applicable/ <del>Not Applicable</del>	YES/NO
11	Declaration by Authorised Signatory	Applicable/ <del>Not Applicable</del>	YES/NO
12	No Deviation Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not Applicable</del>	YES/NO
14	Declaration for relation in BHEL	Applicable/ <del>Not Applicable</del>	YES/NO
15	Non Disclosure Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
16	Bank Account Details for E-Payment	Applicable/ <del>Not Applicable</del>	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ <del>Not Applicable</del>	YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	<del>Applicable/Not</del> Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	<del>Applicable/Not</del> Applicable	YES/NO
20	Analysis of Unit rates	<del>Applicable/Not</del> Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)

**ANNEXURE - 3****Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ..... ,  
 (hereinafter referred to as 'company') having its registered office at .....  
 is registered under MSMED Act 2006, (Entrepreneur  
 Memorandum No (Part—II) ..... dtd:..... ,  
 Category: ..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per  
 the latest audited financial year..... as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost  
 excluding land and building and the items specified by the Ministry of Small Scale Industries vide  
 its notification No. S.O.1722(E) dated October 5, 2006:

Rs.....Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building  
 and furniture, fittings and other items not directly related to the service rendered or as may be notified  
 under the **MSMED** Act, 2006:

Rs.....Lacs

**(Strike off which is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of  
 Rs.....Lacs for ..... Micro / Small **(Strike off which is not applicable)**

Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is  
 not applicable) and the date of graduation of such enterprise from its original category is  
 ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation  
 of such enterprise from its original category as notified vide S.O. No. 3322(E) dated  
 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non submission of "online sealed bid" by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the

„Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1(s) bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**ANNEXURE – 5****Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	



**ANNEXURE – 6****Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

## **TECHNICAL CONDITIONS OF CONTRACT**

### **RATE CONTRACT FOR PROVIDING SERVICES OF REGULAR OPERATION, ROUTINE MAINTENANCE & MINOR BREAKDOWN REPAIRS OF CRANES AT VARIOUS BHEL-PSNR PROJECT SITES.**

The intent of specification is to provide regular operation, day-to-day routine maintenance, and minor breakdowns of BHEL owned crawler cranes. The cranes for which the services are intended to be availed has been classified into different categories as mentioned below. Cranes that will be procured by BHEL PSNR or transferred/ diverted from any other BHEL Power Sector Region at any later stage, before or after entering into this contract, shall also be suitably classified into one of the categories.

<b>CATEGORY - A</b>					
<b>SL.NO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SL.NO.</b>	<b>PRESENT LOCATION</b>
1	75 MT Crawler	TATA	TFC280	280-C-1224	Gadarwara
2	75 MT Crawler	TATA	TFC280	280-C-1223	Gadarwara

<b>CATEGORY - B</b>					
<b>SL.NO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SL.NO.</b>	<b>PRESENT LOCATION</b>
1	100 MT Crawler	ZOOMLION	QUY - 100	39	Gadarwara
2	100 MT Crawler	ZOOMLION	QUY - 100	40	Bara
3	100 MT Crawler	TATA	KH500	H15 -019	Gadarwara
4	135 MT Crawler	KOBELCO	CKE 1350	GN02/01030	Gadarwara
5	135 MT Crawler	KOBELCO	CKE 1350	GN02/01059	Gadarwara
6	135 MT Crawler	KOBELCO	CKE 1350	GN02/01037	Kota
7	135 MT Crawler	KOBELCO	CKE 1350	GN02/01055	Unchahar
8	135 MT Crawler	KOBELCO	CKE 1350- 1F	GN03/02322	Tanda
9	135 MT Crawler	KOBELCO	CKE 1350- 1F	GN03/02326	Obra

<b>CATEGORY - C</b>					
<b>SL.NO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SL.NO.</b>	<b>PRESENT LOCATION</b>
1	250 MT Crawler	KOBELCO	CKE-II 2500	JD04-02356	Gadarwara
2	250 MT Crawler	KOBELCO	CKE-II 2500	JD04-02493	Unchahar
3	250 MT Crawler	KOBELCO	CKE-II 2500	JD04-02411	Lalitpur
4	270 MT Crawler	MANITOWOC	2250	2251188	Anpara
5	270 MT Crawler	MANITOWOC	2250	2251266	Gadarwara

<b>CATEGORY - D</b>					
<b>SL.NO.</b>	<b>CRANE TYPE</b>	<b>MAKE</b>	<b>MODEL</b>	<b>CRANE SL.NO.</b>	<b>PRESENT LOCATION</b>
1	600 MT Crawler	LIEBHERR	LR-1600/2	74529	Gadarwara

## **1.0 SCOPE OF WORK**

- 1.1 **Providing Crane Operator, Maintenance Personnel and Helper services** for BHEL cranes at various sites on regular monthly basis.
- 1.2 **Carrying out Day-To-Day Routine (Fuel, Lubricants top up etc.) & Periodic Preventive (replacement of filters, lubricants etc.)/Running as well as minor break-down Maintenance/servicing** of BHEL owned Cranes as per Operation & Maintenance manual of respective cranes and as directed by BHEL Site Engineer, through deployment of Crane Category-wise Manpower on a regular Man-Month Rate basis, based on actual requirement. A Brief list of maintenance activities to be performed on daily basis is mentioned in clause 3.0.
- 1.3 **Extending and reducing Boom and Jib lengths** as and when required as per the instructions of BHEL Engineer.
- 1.4 **Troubleshooting of all minor hydraulic, electrical and mechanical breakdowns** and attending the problems as per requirement.
- 1.5 Any other small repairs to prevent any deterioration of equipment condition like paint touch up at peeled off/rusted portion of boom/jib pieces and inserts after thorough cleaning of the affected area etc. shall be in the scope of bidder. Consumables etc. for this purpose shall be arranged by BHEL or contractor may be asked to arrange as per clause no.2.2.
- 1.6 Overhauling and major repairs that requires outside workshop facilities like press machine, machining, cutting, welding, grinding etc. and or any other expertise shall be excluded from the scope of the bidder.
- 1.7 **All normal tools, cleaning consumables such as cotton waste, jute, emery paper, rustoline, kerosene etc. as may be required for daily maintenance of the crane shall be in contractor's scope. However, BHEL shall provide any special tools, if required.**
- 1.8 BHEL shall arrange OEM supervision for major repairs, however bidder's personnel deployed at site shall be engaged in repair activities.
- 1.9 Bidder shall coordinate for carrying out under warranty inspection and repairs as per warranty scope, terms & conditions of Original Equipment manufacturer (OEM).
- 1.10 Local transportation for to and fro movement for personnel deployed at site and their local accommodation shall be arranged by contractor within the quoted rates.
- 1.11 In case deputed personnel goes on long leave (> 7 days) or leaves the services without informing BHEL, the contractor shall make suitable alternative arrangements within 3 days of service interruption at his own cost, including travel expense. In case contractor fails to provide above-mentioned services as desired by BHEL, BHEL shall have the right to hire such services from other agencies at the risk and cost of the contractor.
- 1.12 During leave of any regular person, necessary competent personnel is to be arranged by the contractor, after taking prior permission from BHEL, without any additional cost to BHEL, so that the work is not hampered at site.

- 1.13 Any loss or damage to BHEL or customer's properties due to negligence of the crew employed by the contractor is attributable to the Contractor. BHEL shall not be responsible for any accident/injury to the contractor's crew/staff during operation or otherwise. Contractor has to assume full responsibility of the safety of their crew/staff and to comply with security/safety regulations of BHEL and others site.
- 1.14 Contractor shall have to arrange entry gate pass for their crew/staff at the Construction plant site. Necessary support concerning forwarding of documents shall be given by BHEL.
- 1.15 The contractor shall comply with the Plant security regulations in force at site in entry, exit, movement & working inside the plant premises. The bidder shall also ensure that all persons engaged by him for the work behave properly with BHEL and their client. In case of any reported misbehavior, contractor shall immediately withdraw such employee/person from work.
- 1.16 Contractor shall ensure that payment and dues admissible to their crew deployed at site are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to the crew. Such payments shall be back charged/ recovered from bills of the contractor. On demand by BHEL, the contractor shall furnish pay roll sheet giving details of all payments made to the crew, duly signed by contractor.
- 1.17 In case the performance of any member of the crew is found to be unsatisfactory at any site, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable person from the date he has been notified as unsatisfactory. Replacement of such persons shall have to be arranged by the contractor within 3 days.
- 1.18 In case any member of the crew is found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL shall have right to decide to release/ not to release payment for services provided by such person. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 1.19 The contractor shall arrange for medical facilities and insurance for his personnel at his own cost.
- 1.20 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.
- 1.21 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/PSNR, Noida and shall update all the activities in progress at all sites.**
- 1.22 The contractor shall carry out jobs as per site engineer's specific requirement by considering the safety measures like wind speed, work area surroundings etc. wherever there is requirement of SWP (safe work permit) before carrying out any activity relating to O&M of equipment, contractor shall comply with such requirements.
- 1.23 Contractor's operational supervisors and operators shall study and understand the risk involved at the site and on the equipment/vehicle with respect to work in executing the job and if any

complication perceived, it should be brought to the notice of EIC/ site area manager before starting the job.

- 1.24 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.
- 1.25 The contractor shall ensure that their operator / drivers should possess valid license and SDP (safe driving permit) and should comply with any other instructions of Site Engineer regarding safe operation of equipment.
- 1.26 The contractor shall ensure that only authorized operator occupy operator seat and operate the equipment. In case any person other than authorized is found operating the crane, the crane operator shall be liable for immediate dismissal and the contractor has to replace the operator within 7 days.
- 1.27 The contractor shall carry out maintenance of each equipment as per the OEM manual or as instructed by Site Engineer.
- 1.28 The contractor shall provide Personal Protective Equipment (PPEs) for their crew as per site requirement. These personnel shall be liable to follow all safety norms at site during performance of work and in case of noncompliance of above, **penalty as decided by BHEL** may be imposed for each case on the occasion of surprise check.
- 1.29 HOLIDAYS shall be as observed by BHEL at Site and normally Sunday or any one day a week shall be considered as holidays. However, in exigency, the crane may be required to be operated/ maintained/ serviced on such holidays. In such cases contractor shall ensure availability of their crew at site.

## **2.0 SPECIAL CONDITIONS**

- 2.1 Working hours (for each crane) shall normally be 9 hours per day (including one hour Lunch Time) with six days working in a week. For crane operation beyond normal operating hours or on holidays with prior permission of the concerned BHEL site Engineer, the contractor shall be compensated on hourly basis. The compensation shall be worked out as follows:

**Compensation per hour = Rate in Rs. per month / (26 X 8)**

It is upto the discretion of BHEL site Engineer to keep required nos. of manpower during extended hours of working depending upon the nature of work. Compensation shall be paid only for those personnel.

- 2.2 Purchase of minor spares in case of any requirement/ urgency, on consultation/approval with BHEL is included in the scope of bidder. Minor spares/items net costing less than or equal to Rs.5000/- from local agencies shall be arranged by bidder and supplied to site with original bills. The payment of the supplied items shall be done on certification of BHEL Site Engineer at actual cost plus 5% of net item procurement cost exclusive of taxes and duties as service charges and courier charges as actuals, if applicable on production of bill.

- 2.3 If any minor repair work on small item/component which can be carried by hand is required to be carried out in workshop outside plant premises within 100 km distance from site, then the same shall be carried out by the contractor and expenditure shall be reimbursed at actual on producing the bill plus 5% of the bill amount over & above the bill as service charge. For heavier items/component, transportation shall be arranged by BHEL site and no service charges over & above the actual expenditure shall be paid.
- 2.4 For any exigencies during execution of the contract, for requirement at any location other than place of work / site (for outstation tours only), if desired and instructed by BHEL Engineer, the contractor shall have to provide Consultancy/crane operation /maintenance services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred for such work for person deputed, as below.
- (a) Travel expenses at actual shall be paid (limited to Sleeper Class to and fro train fare) with reservation /supplementary charges etc. subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.
  - (b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ share taxi fare for local journeys at out station) as permitted by the BHEL Engineer.
  - (c) Accommodation shall be arranged by BHEL. If BHEL does not provide accommodation, per night accommodation charges shall be reimbursed at actuals to contractor on production of hotel bills limited to Rs.800/- for metropolitan cities and Rs.500/- for any other place. In case of such travels, respective person shall not be considered as absent from site and monthly rates as applicable shall be paid.
- The movement of Contractor's personnel outside construction site shall be subject to prior approval of BHEL Construction Manager.
- 2.5 **Contractor shall maintain records in consultation with Site Engineer and submit following documents to Site Engineer as well as copies to FEX/ PSNR, Noida on monthly basis.**
- (a) Spares availability/ Consumption/ Requirement Report on monthly basis (As per format Annexure – I).**
  - (b) Daily Crane Utilization Log sheet of each crane (As per format Annexure – II).**
  - (c) Monthly Crane Utilization Report (As per format Annexure – III).**
  - (d) Monthly Crane Maintenance Report (As per format Annexure – IV).**
  - (e) Monthly Consolidated Report (As per format Annexure –V).**
- 2.6 BHEL shall provide following free of cost for the contractor to render identified services.
- a) All spare parts for day-to-day preventive as well as break down maintenance.
  - b) All crane consumables like Lubricants, Hydraulic oils, Grease, Coolant, Cardium compounds etc. except as mentioned in clause 1.7.
  - c) Space for temporary office construction or space in store office shed for staff, tools, spares etc. & parking of small capacity cranes.
  - d) Extra manpower as helper if required, for boom shortening & lengthening, Jib assembly, dismantling.
  - e) Wooden / Concrete sleepers for placing the crane assemblies.

### 3.0 MANPOWER REQUIREMENT

Bidder shall deploy experienced work force for operation & preventive maintenance of cranes in each category of cranes.

Requirement of manpower to be deployed for each crane shall be as under or as directed by BHEL.

CRANE CATEGORY	OPERATOR	HELPER	MAINTENANCE PERSONNEL
CATEGORY - A	1	1	1
CATEGORY - B	1	1	1
CATEGORY - C	1	1	1
CATEGORY - D	1	1	1

BHEL reserves the right to increase or decrease the members of the team at its discretion, whenever/ wherever felt necessary. Wherever required and possible, BHEL shall engage one maintenance personnel at a particular site who shall maintain all the cranes available at that site irrespective of crane category. Suppose one no. crane under category-D and two nos. cranes under category-C is available at a particular site, BHEL shall engage maintenance personnel from higher category i.e. category-D and contractor shall maintain both category-D and category-C cranes available at that site. In such cases, the service charges for the team member added/ removed shall be paid/ deducted from the monthly quoted rates on pro rata basis.

### 4.0 ELIGIBILITY CRITERIA FOR DEPLOYMENT

4.1 **CRANE OPERATORS** : Operators shall be capable of independently operating Mechanical/ Hydraulic Tyre Mounted/ Crawler Cranes. He must possess adequate experience and skills in attending periodic service, minor breakdown/ repair, dismantling & assembly and should have high proficiency in supervision of all maintenance activities of cranes on which they are deployed. The operators deployed shall be able to read O&M manual, load charts and Safe Load Indicator/ Load Moment Indicator screen (SLI/ LMI).

CRANE CATEGORY	AGE	ADDITIONAL REQUIREMENT	EXPERIENCE
CATEGORY - A	Min. - 22 Years Max. - 50 Years	Possess valid Heavy Motor Vehicle driving license issued by competent authority.	Minimum three years of operation of 75MT or above capacity Crawler Crane.
CATEGORY - B			Minimum three years of operation of 100MT or above capacity Crawler Crane.
CATEGORY - C			Minimum three years of operation of 200MT or above capacity Crawler Crane.
CATEGORY - D			Minimum three years of operation of 600MT or above capacity Crawler Crane.

- 4.2 **MAINTENANCE PERSONNEL** : Shall possess adequate experience and skills in attending periodic servicing, breakdown/ repair, dismantling & assembly and should have high proficiency in supervision of all maintenance activities of cranes on which they are deployed. Apart from mechanical works, he shall be able to troubleshoot electrical/ electronic faults and repair, wherever possible.

CRANE CATEGORY	AGE	EXPERIENCE
CATEGORY - A	Min. - 22 Years Max. - 50 Years	Maintenance of 75MT or above capacity Crawler Crane.
CATEGORY - B		Maintenance of 100MT or above capacity Crawler Crane.
CATEGORY - C		
CATEGORY - D		

- 4.3 **HELPER/ RIGGER** : Shall remain associated with the crane during operation, servicing/ maintenance and troubleshooting activities on day to day basis as per requirement and should have sufficient experience of the same. Age of the helper deployed shall be min.-21 years and max.-40 years.
- 4.4 **Necessary documentary evidence shall be provided for each member as mentioned in clause 4.1 to 4.3 above. They must be deployed at site only when BHEL is satisfied with the experience of the same. Bidder shall take prior permission from FEX/PSNR, Noida before replacing/ shifting any manpower of O&M team.**
- 4.5 **MEDICAL/ PHYSICAL FITNESS** : 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. 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.

## 5.0 RATE SCHEDULE & EVALUATION OF TENDER

- 5.1 Contractor shall fully understand the description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates. **Bidder shall quote against any or all category of crane.** The rates quoted against any category will be applicable for all the cranes falling under that category as categorized in this TCC.
- 5.2 The bidder shall quote all-inclusive single Lumpsum rate for one month per crane for each category of crane as per the rate schedule only, in part II price bid & same shall be indicated in the unpriced rate schedule of NIT.
- 5.3 Evaluation shall be done based on single Lumpsum monthly rate per crane quoted against each category of crane and contract shall be awarded separately to lowest bidder in each category.



- 5.4 **Operator, Maintenance personnel & Helper rates per month will be fixed as per below mentioned percentage of quoted/ finally accepted Monthly rate per crane.**

CATEGORY OF CRANES	OPERATOR	MAINTENANCE PERSONNEL	HELPER	MONTHLY RATE
CATEGORY - A	43%	38%	19%	100%
CATEGORY - B	55%	27%	18%	100%
CATEGORY - C	58%	23%	19%	100%
CATEGORY - D	60%	22%	18%	100%

**Above mentioned fixed monthly rates shall be applicable throughout the contract period as well as during extended period, if any.**

## **6.0 DEPLOYMENT DETAILS AND CONTRACT PERIOD**

- 6.1 The contract period of O&M services shall be effective for a period of One year from the date of LOI. BHEL shall reserve the right to extend the contract period for a further period of One year or less under the same rates, terms and conditions. However, such extension is subject to the acceptance of Contractor's satisfactory performance rendered at BHEL sites. All rates shall remain firm throughout the tenure of the contract. However, BHEL at any time can terminate the service contract by giving one month notice period in case service provided is not satisfactory. Also BHEL reserves the right to short close the contract with a notice period of 60days, without assigning any reason.
- 6.2 The O&M crew shall be deployed tentatively at sites from November 2016 onwards. However prior intimation shall be given by BHEL as per requirement. The contractor is required to provide manpower at any site as desired by BHEL within 15 days from the date of intimation. In case BHEL do not require the services anymore at any site, minimum 15 days notice period shall be given to contractor for removal of manpower deployed.

## **7.0 TERMS OF PAYMENT**

- 7.1 Based on man months deployed and certification by Construction Manager at site, monthly payment shall be released to the contractor on pro-rata basis.
- 7.2 Copies of all the documents as mentioned in clause 2.5 a) to 2.5 e) (Annexure – I,II,III,IV&V) and a proof of mail or courier slip that these formats have been sent to FEX/PSNR, Noida is required to be submitted along with the bill.
- 7.3 The contractor shall submit his monthly RA bills with all the details required by BHEL (including monthly attendance, overtime etc. certified by BHEL Site Engineer) on specified date every month covering progress of work in all respects and areas for the previous calendar month.
- 7.4 The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.

- 7.5 BHEL shall release payment through Electronic Fund Transfer (NEFT)/RTGS. In order to implement this system, Contractor shall furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.  
Note: BHEL may also choose to release payment by other alternative modes as applicable
- 7.6 Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contactor accordingly.

## **8.0 TAXES, DUTIES, LEVIES**

8.1 The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax on output service shall be as per following clauses.

### **8.2 Service Tax , Swachh Bharat Cess and Krishi Kalyan Cess.**

8.2.1 Service Tax, Swachh Bharat Cess and Krishi Kalyan Cess as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax , Swachh Bharat Cess and Krishi Kalyan Cess.

8.2.2 Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the Service Tax Act permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract.

8.2.3 For the purpose of claiming any Service Tax , SBC & KKC from BHEL, the following procedure shall be adopted :

8.2.3.1 Contractor shall submit serially numbered Service Tax ,SBC & KKC Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

8.2.3.1.1 The name, address and registration number of the contractor

8.2.3.1.2 The name and address of the party receiving taxable service (BHEL)

8.2.3.1.3 Description, classification and value of taxable service provided and

8.2.3.1.4 The Service Tax and Swachh Bharat Cess and Krishi Kalyan Cess payable thereon.

8.2.3.1.5 The service invoice for output services provided should show service tax , SBC & KKC amount separately

8.2.4 All the five conditions shall be fulfilled in the invoice for payment of Service Tax , SBC & KKC by BHEL. Where more than one nature of Service as per Service Tax act is involved in the execution of contract, the invoice mentioned above shall contain the breakup of values for each nature of Service.

8.2.5 Name and address of the Contractor should be same in the service tax invoice and monthly bill as it is in the service tax registration certificate. Any change in the name and address should be supported by documentary evidence duly certified by the authorized signatory.

8.2.6 Purpose of above requirements, inter-alia, is to enable availment of Cenvat credit by BHEL. As per recent amendments, Time restrictions for taking Cenvat credit is one year from date of invoice. Hence subcontractor must submit its invoice within 30 days from the date of completion of service.

Wherever Cenvat credit could not be availed by BHEL due to delay in submission of invoices or for any other reasons attributable to contractors, Liability towards loss of such Cenvat credit shall be passed on to sub-contractors.

8.2.7 The documentary evidence of deposition of service tax , SBC & KKC is to be submitted at the earliest opportunity.

8.2.8 The payment of service tax , SBC & KKC as per clause no 8.2 is restricted to the direct transactions between BHEL & its sub-contractor only.

### **8.3 Modalities of Tax Incidence on BHEL**

8.3.1 Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

### **8.4 New Taxes/Levies**

8.4.1 In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its subcontractor only.

8.4.2 In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

## **UNPRICED RATE SCHEDULE**

CATEGORY OF CRANE (AS MENTIONED IN TCC)	ALL INCLUSIVE SINGLE LUMP SUM MONTHLY RATE PER CRANE (AS PER SCOPE MENTIONED IN TENDER SPECIFICATIONS) (A)	NO. OF CRANES IN EACH CATEGORY (B)	MONTHLY AMOUNT FOR ALL CRANES (C=AXB)	YEARLY AMOUNT FOR ALL CRANES (D=12XC)
CATEGORY - A		2		
CATEGORY - B		9		
CATEGORY - C		5		
CATEGORY - D		1		

### **NOTES:**

1. All the above quoted rates shall remain firm throughout the contract period including the extended period if any and no price variation provisions are applicable.
2. Rates shall be quoted both in figures and words. In case of mismatch between price given in figures and in words, the lesser of the two will be treated as valid rate.
3. The scope of work and responsibility of the contractor as mentioned under this Tender Specifications shall be covered within the quoted / finally accepted rates. **Bidder shall quote against any or all category of crane. The category/ categories to which the bidder will be quoting in Price Bid shall be specifically mentioned in the technical bid. The rates quoted against any category will be applicable for all the cranes falling under that category as categorized in this TCC.**
4. Single Lump sum Monthly Rate per crane "A" shall be quoted in Rupees by the bidder.
5. **Operator, Maintenance personnel & Helper rates per month will be fixed as per clause 5.4 from the quoted/ finally accepted rates.**
6. **Evaluation shall be done based on the Single Lump sum Monthly Rate per crane "A" quoted by the bidder against each category of crane and contract shall be awarded separately to lowest bidder in each category.**

(Seal and Signature of Tenderer)

**ANNEXURE - I**

<b><u>SPARES AVAILABILTY/ CONSUMPTION/ REQUIREMENT REPORT</u></b>				
<b>MONTH :</b>			<b>SITE :</b>	
<b>SPARES AVAILABLE AS ON MONTH END</b>				
<b>SL.NO.</b>	<b>CRANE MODEL</b>	<b>PART NO.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>
<b>SPARES CONSUMED DURING THE MONTH</b>				
<b>SL.NO.</b>	<b>CRANE MODEL</b>	<b>PART NO.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>
<b>SPARES REQUIRED, IF ANY</b>				
<b>SL.NO.</b>	<b>CRANE MODEL</b>	<b>PART NO.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>

CRANE OPERATOR/ MECHANIC

BHEL SITE ENGINEER

**CRANE UTILIZATION LOG SHEET**

SITE: \_\_\_\_\_ CRANE MODEL: \_\_\_\_\_ CRANE SL. NO.: \_\_\_\_\_

SL. NO.	DATE	AGENCY	AREA	JOB DESCRIPTION	CRANE WORKING TIME		START HMR	END HMR	FUEL ISSUED	CHARGEABLE/ NON-CHARGEABLE	SIGNATURE			REMARKS
					START	END					VENDOR/ USER	OPERATOR	BHEL STAFF	

FUEL LEFT ON 1ST DAY OF MONTH:  
FUEL LEFT ON LAST DAY OF MONTH:

**ANNEXURE - III**

Format No: PSNR/PROJECTS/FEX02

Rev. No. : REV 00

**MONTHLY CRANE UTILISATION REPORT****NAME OF SITE:****MONTH:**

SL. NO.	CRANE DESCRIPTION	M/C .SL. NO.	ENGINE HOUR METER READING (HMR) AT THE END OF MONTH	STANDARD HOURS PER MONTH (26DAYS x 8 HRS.)	IDLE HOURS			ACTUAL WORKING HOURS		FUEL CONSUMPTION FOR THE MONTH	%AGE AVAILABILITY FOR USE	FUEL CONSUMPTION PER HOUR	%AGE UTILISATION
					PREVENTIVE MAINT. HRS	BREAKDOWN MAINT. HRS	OVERHAULING HRS.	ENGINE ON CONDITION	ENGINE OFF CONDITION				
				(A)	(B)	(C)	(D)	(E)	(F)	(G)	$H=100*(A-B-C-D)/A$	$I= G/E$	$J=100*(E+F)/(A-B-C-D)$

**(SIGNATURE OF BHEL SITE ENGINEER)**

## **ANNEXURE - IV**

[illegible]

CRANE OPERATOR/ MECHANIC

BHEL SITE ENGINEER



**ANNEXURE - V**

<b><u>MONTHLY CONSOLIDATED REPORT</u></b>								
<b>MONTH :</b>								
<b>SL.NO.</b>	<b>CRANE MODEL</b>	<b>CRANE SL.NO.</b>	<b>PRESENT SITE</b>	<b>PRESENT HMR AS ON MONTH END</b>	<b>OPERATOR/ MECHANIC/ HELPER NAME</b>	<b>OPERATOR /MECHANIC CONTACT DETAILS</b>	<b>CRANE STATUS (PROBLEMS)</b>	<b>REMARKS</b>