

**TENDER SPECIFICATION
NO. BHE/PW/PUR/ARC-CRN /OJ-159**

Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Breakdown Repair, Dismantling, Loading, Unloading, Assembly, Load Testing of cranes at site under BHEL PS-WR reg:

**PART: I – TECHNICAL BID
BOOK NO.**



**BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001**

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

TENDER SPECIFICATION NO BHE/PW/PUR/AMC – CRN /OJ-159

NAME OF THE WORK: - Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Breakdown Repair, Dismantling, Loading, Unloading, Assembly, of cranes at site under BHEL PS-WR reg:

EARNEST MONEY DEPOSIT: Rs. 2,00,000/-

THESE TENDER DOCUMENTS CONTAINING PART-I TECHNICAL BID AND PART-II PRICE BID, ARE ISSUED TO:

M/s.....

.....

.....

(THESE TENDER DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

AGM (Purchase)

PLACE: NAGPUR

DATE :

Contents

SN	Description	Section/ Appendix No.	No. of Pages
1.	Tender Specification Cover Page	--	1
2.	Procedure For Submission Of Sealed Tender	--	2
3.	Check List	--	1
4.	Declaration	--	1
5.	Certificate Of No Deviation	--	1
6.	Offer Of Contractor	Section-3	1
7.	NOTICE INVITING TENDER	Attached separately	3
8.	Special Condition Of contract	Section –4	16
9.	General Conditions Of Contract #	Attached separately	
10	PRICE BID	Attached separately	

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
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TENDER SPECIFICATION NO BHE/PW/PUR/ARC-CRN/OJ-159

PROCEDURE FOR SUBMISSION OF SEALED TENDERS & INSTRUCTION TO BIDDERS

The bidders shall keep the Part-1 and Part-2 in separate sealed envelopes prominently super scribed as "Part-I Technical cum Commercial Bid" and "Part-II Price Bid" respectively and also indicating on each of the covers the Tender Specification number and Due Date and time as mentioned in this Tender Specification.

EMD as specified later here shall be submitted in a third envelope super scribed "**EMD for Tender Specification No. BHE/PW/PUR/ARC-CRN/OJ-159**

All the above mentioned three envelopes shall be put in a fourth sealed envelope super scribed "Quotation for Tender Specification No **BHE/PW/PUR/ARC-CRN/OJ-159**

Cover-I shall contain:

Part-I (Technical cum Commercial Bid), **Excepting Rate Schedule**, technical details called for in the specification like Check List with Annexure-I, Declaration Sheet, Certificate of No Deviation accompanied with relevant supporting documents shall be submitted as part-I "Technical cum Commercial Bid" only. **No indication of the rates / Prices shall be furnished in Part-1 bid.**

Please enclose one complete set of this tender specification duly filled in at appropriate places, signed and stamped on all pages, as a token of having read and accepted the terms and conditions of this tender specification with an UNPRICED COPY of the price bid. Bidder, in the unpriced copy of the rate schedule, shall highlight and indicate the description and quantity of items for which he quotes prices in sealed price bid.

Cover-II shall contain: Part-II (Price Bid) for Services for Regular Operation & Routine Maintenance, Breakdown Repair, Dismantling, Loading, Unloading, Assembly, Reconditioning of items and Overhauling of different crane capacity ranges at site under BHEL PS-WR

Sealed envelopes prominently super scribed as "**Part-II Price Bid**" and also indicating on the covers the Tender Specification number and Due Date and time as mentioned in this Tender Specification.

Prices shall be given in Part-II "price bid" in BHEL's specified Price Bid formats enclosed herewith. No Terms and Conditions shall be included/ introduced in this bid. Also no Item Rates or Prices shall be offered other than those specified in BHEL's Price Bid format.

BHARAT HEAVY ELECTRICALS LIMITED
PSWR-NAGPUR
T.S.BHE/PW/PUR/ARC-CRN/OJ-159

Cover-III shall contain:

Earnest Money Deposit in the manner specified in the general Conditions of Contract. Amount of EMD shall be as specified later here.

Cover – IV shall contain:

Cover-I, Cover-II, Cover-III as above.

The sealed offer in the manner specified above shall be submitted to the office of **AGM /PUR, Bharat Heavy Electricals Limited, 6th Floor, Shree Mohini Complex, 345, Kings way.Nagpur-440001**. On or before the Due Date as indicated herein.

Tenderers are requested to make specific note of the following conditions and shall strictly comply with them.

All information as called for in tender specification should be furnished. Please refer the checklist. The details so furnished by bidder should be complete in all respects and as per formats specified in tender specification.

Offers must be submitted without any deviation as stated earlier herein. Bidder may seek clarification, if any, before submission of the quotation.

Offers received with any deviation or without relevant information as described above are liable to be rejected.

Bidders are advised to acquaint themselves with site location and working conditions prior to submitting their offer. No claim for compensation will be entertained on the grounds of non-familiarity with the site condition & working conditions etc.

BHEL reserves the right to accept any offer in full or in part, or accept/reject any or all offers without assigning any reasons whatsoever. . Any clarification required on tender conditions may be sought at least one week before the Last Date of Offer Submission

EARNEST MONEY DEPOSIT: It shall be paid in accordance with the provisions of clause of this tender specification.

CHECK LIST

1	NAME OF THE TENDERER WITH ADDRESS		
2	NATURE OF THE FIRM	LIMITED / PARTNERSHIP / PROPRIETARY	
3	EMD DETAILS (Rs. 2.0 LACS BY DD ONLY OR ONE TIME EMD)		
4	VALIDITY OF OFFER (REQUIRED 6 MONTHS FROM TENDER OPENING DATE)		
5	MOBILIZATION TIME (NOT EXCEEDING 30 DAYS FROM FAX LOI)		
6	WHETHER NO DEVIATION CERTIFICATE FURNISHED	YES	NO
7	DETAILS OF CONCURRENT JOBS ARE FURNISHED	YES	NO
8	PROFIT & LOSS ACCOUNT FOR PRECEDING THREE YEARS IS FURNISHED	YES	NO
9	LATEST INCOME TAX CLEARANCE CERTIFICATE OR COPY OF PAN CARD ACCOMPANIED BY 'IT RETURN' COPY IS FURNISHED	YES	NO
10	POWER OF ATTORNEY ENCLOSED IN FAVOUR OF PERSON MAKING OFFER.	YES	NO
11	DETAILS OF SIMILAR WORK DONE IN LAST SEVEN YEARS (AS PER RELEVANT APPENDIX) AND SUPPORTING DOUCMENTS FURNISHED.	YES	NO
12	BIDDER HAS FMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS.	YES	NO
13	WHETHER ALL THE PAGES OF THE TENDER DOCUMENTS ARE READ, UNDERSTOOD AND SIGNED	YES	NO
14	<p>WHETHER THE FOLLOWING DETAILS PERTAINING TO YOUR BANK ACCOUNT DULY ENDORSED BY THE BANK HAVE BEEN FURNISHED {TO ENABLE BHEL RELEASE PAYMENTS THROUGH ELECTRONIC FUND TRANSFER (EFT/RTGS) AS SPECIFIED IN SECTION 12 }</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch <p>NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same</p>	YES	NO

NOTE : STRIKE OFF YES OR NO, AS APPLICABLE

DATE :

SIGNATURE OF TENDERER

BHARAT HEAVY ELECTRICALS LIMITED
PSWR-NAGPUR
T.S.BHE/PW/PUR/ARC-CRN/OJ-159

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION No. BHE/PW/PUR/ARC-CRN /OJ-159

I,..... HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE GONE THROUGH THE SPECIFICATIONS, CONDITIONS AND STIPULATIONS IN DETAIL AND AGREE TO COMPLY WITH THE REQUIREMENTS AND INTENT OF THE SPECIFICATION. I FURTHER CERTIFY **THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED BIDDER AND A VALID POWER OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.**

DATE:
WITH SEAL

SIGNATURE OF AUTHORIZED SIGNATORY

Signature of Tenderer's / Name / address

TENDER SPECIFICATION NO: BHE/PW/PUR/ARC-CRN /OJ-159

CERTIFICATE OF NO DEVIATION

I/WE, M/s
HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/
CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET
ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE
CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR
COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED
IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS AND
CLARIFICATIONS.

Signature of the Bidder

Date:

SECTION-3
Offer of the Contractor

AGM/PUR
Bharat Heavy Electricals Limited
Power Sector - Western Region
Shreemohini Complex
345, Kingsway
Nagpur - 440 001

Dear sir,

I/we hereby offer to carry out the work detailed in tender specification no. BHE/PW/PUR/ARC-CRN/OJ-159 issued by Bharat Heavy Electricals Limited, Power Sector-Western Region, Nagpur, in accordance with the terms and conditions thereof.

I/we have carefully perused the following documents connected with the above work and agree to abide by the same.

1. Instructions to bidders
2. General conditions of contract
3. Special conditions of contract
4. Other sections, appendices, schedules and drawings.

I/WE HAVE DEPOSITED / FORWARDED HERewith THE EARNEST MONEY DEPOSIT FOR A SUM OF RS./- (RUPEES ONLY) DETAILS OF EMD PAYMENT ARE FURNISHED IN THE CHECK LIST.

I/we further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Place:
Date:

Signature Of Bidder:
Address:

Witnesses With Their Address

Signature	Name	Address
1.		
2.		

NOTICE INVITING TENDER

Sealed tenders are invited in two bid system (viz. Part-I: Technical cum Commercial Bid and Part-II: Price Bid) from bidders meeting Qualifying Requirements (QR) as specified later in this NIT. Brief details of job and Tender Specification (T. S.) No. are as under.

Tender Specs. No. **BHE/PW/PUR/ARC-CRN/OJ-159**

JOB: Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Breakdown Repair, Dismantling, Loading, Unloading, Assembly, Load Testing of cranes at site under BHEL PS-WR reg:

- Sale and Web Page Hosting of T.S. documents: 22.06.2010 to 10.07.2010
- Last Date and Time for Offer Submission: 11.07.2010 (by 15.00Hrs)
- Opening of Technical Bids: 11.07.2010 (by 16.00Hrs)

*Please obtain latest information regarding these dates from the web page www.bhel.com (Tender Specification → View Corrigendums)

EMD for this Tender is Rs. 2.00Lakhs

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- Tender Specification documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer. Tender Document charges shall be paid to BHEL along with or before submission of Offer.
 - Interested bidders may alternately collect hard copy of T.S. documents from this office on all working days within the sale period on payment of Tender Document charges.
 - Tender Specification Document Charges: Rs. 2,000/- by DD (in favour of BHEL payable at Nagpur) or cash. Courier charges will be Rs. 500/- extra if T.S. documents are requested through courier.
 - BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
 - Bidders who have deposited One Time EMD of Rs. 2.00 Lakhs with BHEL:PSWR:Nagpur will be exempted from submission of EMD with these tenders.
 - BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
 - ~~BHEL will operate Purchase Preference Policy of the Government of India as applicable.~~
 - Dates of Price Bid opening will be intimated to bidders later.
 - All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in this web page (www.bhel.com → Tender Notifications → View Corrigendum) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
 - BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer

QUALIFYING REQUIREMENT

Bidder must fulfill the following Qualifying Requirements concurrently for BHEL to accept the offer on Techno-Commercial ground.

- a) Bidder should have been in the business of Crane Maintenance in last seven years as on 31.05.2010
 - b) Bidder must have achieved average financial turnover (Audited) of Rs YYY Lakhs per year over last three financial years i.e. 2007-08, 2008-09, & 2009-10 **OR** 2006-07, 2007-08 & 2008-09 if Accounts for FY 09-10 has not been audited.
 - c) Net worth of bidder based on Audited Accounts of 2009-10 (**OR** 2008-09 incase accounts for FY 09-10 has not been audited) should be higher than 50% of paid up capital in case of companies.
 - d) Bidder must have earned cash profit in any one of the three Financial Years as applicable in case of 'b' above based on latest Audited Accounts.
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Explanatory Notes for QR 'a' and 'b'

- i) The value for 'YYY' in Lakhs for each crane is as given below:-

SN	Crane capacity Range	YYY (value in Rupees in Lakhs per crane)
1	1MT to 50MT	24.00
2	51MT to 120MT	44.00
3	121MT to 250MT	25.00
4	251 MT to 600MT	11.00
5	Above 600MT	12.00

- ii) The words 'provided services' mean the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed

GENERAL

- 1) **Timing of sale of Documents:** Tender Specification documents will be issued from BHEL PSWR Nagpur office from 10:00 AM to 4:00 PM on all working days within the period specified in the NIT.
- 2) **Holidays:**
Sale of Tender Documents shall not take place on National Holidays, holidays declared by the Central or State Governments, Sundays, second and last Saturdays and holidays of BHEL PSWR Nagpur HQ.
- 3) **Seeking Clarifications on Tender Specification:**
Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least **seven days before the Due Date** for submission.
- 4) **Fulfillment of Qualifying Requirements:**
A bidder must satisfy **all the Qualifying Requirements** stipulated under 'a', 'b' etc of this tender concurrently in order to get qualified.
- 5) **Customer Approval:** In case customer approval is required for this package, bidder's offer will be accepted subject to approval of bidder by customer.
- 6) **Supporting Documents:**

Bidders shall submit documents in support of possessing “Qualifying Requirements” as under duly self-certified and stamped by the authorized signatory.

- List of jobs done with Name of the Project, Owner of Project, Name of Customer, Work Order Ref. No. & Date, Brief Details of Job, Executed Value, Date of Start, Date of Completion.
- Photocopies of Work Orders issued by the Customer containing details of Bill of Quantities/Schedule of Rates.
- Photocopies of Completion Certificate issued by Customer or Owner of Project.
- Photocopies of audited Profit and Loss accounts accompanied by relevant schedules for turnover figures.

- 7) **Earnest Money Deposit (EMD):** Refundable, Non-interest bearing EMD for each tender is indicated against each job earlier here. Bidders may also opt to deposit “One Time EMD” of Rs. 2.0 lacs and thus be exempted henceforth from payment of EMD with each Erection and Commissioning tender of BHEL-PSWR Nagpur. EMD shall be paid ONLY by **Account Payee Demand Draft** in favour of “Bharat Heavy Electricals Limited” payable at Nagpur.

Those bidders who have already deposited ‘One Time EMD’ earlier need not submit EMD with the present tenders. Please indicate the payment details of the ‘One Time EMD’ in each tender.

8) **Tender Document Cost and Courier Charges:**

Tender document charges @ Rs 2000/- per set and courier charges @ Rs 500/- per set shall be made by Account Payee Demand draft in favour of “Bharat Heavy Electricals limited” payable at Nagpur or in cash payable at cash counter of this Office. Courier charges shall be paid in case bidders requests for dispatch of Tender specifications by courier. In case bidder downloads the Tender specifications etc from web page, they shall remit the Tender document charges (Rs 2000/-) positively along with or before submission of offer.

- 9) **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.

- 10) **LATE TENDER :** Tender received after the specified time of submission shall not be considered in any circumstances.

11) **Tenders Submitted By Hand**

Tenders being Submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception:

1. SM Borkar/ Sr Manager (Purchase)
2. RK Ranade/ Manager (Purchase)
3. Vivek Kamal/ Engineer(Purchase)
4. Pratish Gee Varghese/Engineer(Purchase)

Sr. Dy. General Manager (Purchase)
BHEL: PSWR: Nagpur

SECTION -4

SPECIAL CONDITION OF CONTRACT

TECHNICAL BID PART -I

Tender Specification No -. BHE/PW/PUR/ARC-CRN/OJ-159

JOB: Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Breakdown Repair, Dismantling, Loading, Unloading, Assembly, Load Testing of cranes at various Sites of BHEL PS-WR

SCOPE OF WORK

- 1) **PART A- Regular Operation & Routine Maintenance, Breakdown Repair of cranes presently available with BHEL PSWR at different location as given below:**

SL No.	Description	Capacity MT	No. of cranes	Present Place
1	TATA 955 ALC	75	4	Bhusawal, Pipavav, Korba, Khaperkheda
2	TFC 280	75	3	Korba, Bina, Bhusawal
3	TFC 75	25	1	Bina
4	TATA 320	18	3	JPL Raigarh-2, Mangrol-1
5	LS 248	180	1	Korba
6	LS718 with Ringer	325	1	Bhusawal
7	Manitowac M-250 (Tyre Mounted)	250	1	Pipavav
8	Manitowac 18000	600	1	Hazira
9	Fushun QUY-120	120	1	Pipavav
10	Kobelco CKE2500-2	250	4	Ukai, Pipavav JPL Raigarh-2
11	Fushun QUY80	80	3	Hindalco Mahan-2 no's, Chandrapur- 1 no.

2. The scope of work under Part A including following but not limited to

- a) Regular Operation & Maintenance of the cranes.
- b) Carrying out Periodic scheduled running & breakdown maintenance, troubleshooting & repairs of equipments.
- c) Attend to all hydraulic, electrical and mechanical breakdowns as per requirements.
- d) Maintenance of batteries & Breakdown maintenance of tyres (like puncture repairs etc.)
- e) Preventive and breakdown maintenance are to be carried out except,
 - i. Boom repairing, Hydraulic cylinders repairing (excluding seal kit changes), Engine repair.

- ii. Overhauling & major repairing of undercarriage, transmission, torque converter, turbo charger, hydraulic pump/motors & winches overhauling, which requires outside workshop facilities like press machine, machining, cutting, welding, grinding etc and or any expertise requirement.
 - iii. In case of emergency condition, BHEL may the Contractor to carryout the job as in sl.no. 'a' above.
- f) But if OWNER instructs the CONTRACTOR to carry out these jobs in emergency condition, it is to be carried out by the contractor's same resources available at the owner's site covered under this contract, then no separate payment shall paid to the CONTRACTOR.
 - g) Jobs required to be carried out outside the plant premises under expert supervision is to be planned in detail and submitted to BHEL, and these works to be carried out without much of loss of time. The work shop charges will be paid at actual on production of Bills. Additional manpower required if any will be paid on prorata basis. Entire Co-ordination for such works shall be done by contractor.
 - h) Any other small repairs to prevent any deterioration of condition of equipment like paint touch-up at peeled off / rusted portion of boom pieces and inserts after thorough cleaning of the affected area etc. consumable shall be arranged by OWNER.
 - i) Purchasing and stocking of sundry spares like oil seals, seal kit, filters & small sundry spares, required for routine/breakdown maintenance. Genuine spares shall be procured either from OEM or original item manufacturer. However payment shall be made / reimbursed for quantity of items consumed, on verification of BHEL Engineer at actual plus 5% payment towards service charges on submission of proof of purchase.

3. PART B- Transportation of crane from one project site to other project site,

4. The scope of work under Part B including following but not limited to,

1. Identification of assemblies/components, tagging and packing the crane parts in Wooden boxes/ crates provided by BHEL at place of loading and verification of same at destination site.
2. Dismantling of crane as per the module identified by BHEL under loading advice slip. Assistance to be provided for loading, proper tying of consignments on Trailers/Trucks to ensure safe transportation of crane.
3. Unloading at new location, assembly & release of crane for operation after load testing.
4. Normal servicing of crane during assembly as per requirement. Bidder shall inform BHEL site In-Charge and headquarter the nature of defect attended, spares consumed, items re-conditioned etc.
5. The project locations can be anywhere in the state of Maharashtra, Madhya Pradesh, Chhatisgarh, Gujrat, Uttar Pradesh & Bihar. The present projects are a) JPL Tanmnar Chhatisgarh, b) NTPC Korba Chhatisgarh, c) BESCL Bhilai Chhatisgarh, d) MSEB Khaperkheda Maharashtra) MSEB Bhusawal Maharashtra, f) GEB Ukai Gujrat, g) Pipavav Gujrat f) Hazira Gujrat g) BORL Bina M.P. h) Bina Power M.P.

6. Future projects may be a) MSEB Chandrapur Maharashtra b) Bela Maharashtra c) NTPC Mouda Maharashtra d) Amrawati Maharashtra e) Nasik Maharashtra f) GNFC Bharuch Gujrat g) Pipavav Gujrat, h) Kutch Gujrat i) Bhavanagar Gujrat j) NTPC Vindhyachal M.P. k) NTPC Rihand U.P. l) Nabinagar Bihar m) Hindalco M.P. n) Avantha Korba Chhatisgarh o) Zabua Chhatisgarh etc.
7. Contractor shall arrange the entry/out gate pass for their staff and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming outgoing equipments to facilitate reconciliation and submitted to BHEL.
8. The assist crane, tools tackles and manpower likes riggers for loading, unloading will be provided by BHEL wherever possible. In case the same is to be arranged by bidder, the cost will be reimbursed at actual as per discussion & providing the proof of payments. The transportation of cranes will be arranged by BHEL.
9. All consumables like diesel, Lubricating oil, Hydraulic oil, Grease, cardmium compound will be provided by BHEL. Any special tools tackles supplied by OEM & if available will be provided by BHEL. All other tools tackles like spanners, welding machines, gas cutting cylinders & equipments, grinding machines, cotton waste, sleepers etc to be arranged by bidder. The contractor shall equip himself technically to attend all services requirements of the cranes at his own cost.

5. Following reports shall be Prepared & submitted regularly.

- i) Reports of equipment like, Condition of machine, Running Hrs, Fuel Consumption, Maintenance plans, Component failures & analysis report.
- ii) Records of spares, consumables & tools supplied for operation and maintenance on monthly basis.
- iii) Submit monthly list of manpower & maintenance schedule in advance for approval.
- iv) Prepare monthly, quarterly and yearly spares and consumables requirement for submission and approval.
- v) Inform requirement of consumables in advance one month for indigenous items and two months for imported items for procurement and planning.
- vi) Submit list of critical spares in advance one month for indigenous items and two months for imported items for procurement & stock at site for maximum uptime of equipments.
- vii) Co-ordinate for carrying out under warranty inspection and repairs – as per warranty scope, terms and conditions of OEM.
- viii) Periodic fuel consumption analysis will be carried out and reports will be submitted.
- ix) Establish a system for maintaining an inventory of spares parts, tools, equipments and consumables.
- x) Inform for proper disposal of waste & replaced items, including oils generated from operation and maintenance of equipments.

6. DURATION OF CONTRACT

This contract shall be for a period of three years from the date of acceptance of your offer/ date of award of contract. Initially the contract shall be awarded for one year. Further the contract can be renewed for additional two years at the discretion of BHEL. BHEL at any time can terminate the service contract by giving three months notice period in case service provided is not satisfactory.

TERMS OF CONTRACT

7. RATES:

1. The monthly rates for O&M shall remain firm for a period of one year from the date of LOI.
2. The rates shall be revised for the subsequent years as per the formula given below:
1st Year $R1 = R0 (0.1 + 0.90 \times L1/L0)$
2nd Year $R2 = R1 (0.1 + 0.90 \times L2/L0)$... and so on

Where

R0 = Monthly Rate quoted by bidder for each Crane

L0 = AICPI on date of LOI

L1 = AICPI One year after date of LOI

L2 = AICPI Two years from date of LOI

R1 & R2= Monthly rates for 1st & 2nd year of extension respectively.

3. The rates for O & M are on per machine month basis for all calendar days in a month except Sunday for 11 hrs shift including one hour lunch break in a day. Working beyond stipulated shift hours in a day and working on Sunday and BHEL declared holiday will be considered as overtime and will be paid as per prorate hourly basis.
4. The shift will start at fixed timings at mutual consent and as per EIC Directions.
5. BHEL reserves the right to change shift timings on weekly/monthly basis. Please note that the CONTRACTOR will be paid normal operation charges for the day of scheduled maintenance (even if scheduled maintenance is on Sunday / BHEL declared holiday). However, any change of schedule maintenance shall be decided by the EIC and his decision shall be final and binding on the CONTRACTOR.
6. The CONTRACTOR shall prepare log sheet on daily basis and get it signed by concerned BHEL engineer on daily basis.
7. Rates all inclusive of all payments to the CONTRACTOR's resources including statutory liabilities like labor license, adequate insurance policy, Provident Fund, Bonus etc. and any other regulations enforced from time to time taxes, duties, profits and any other charges (including but not limited to as mentioned herein after) that may be incurred during execution of this contract. Rates are not subjected to any escalation whatsoever during the currency of this contract.
8. The contractor to submit Certificate / Documentary evidence for P.F. deposition of earlier month along with the bill /invoice of the subsequent month for the certification of the bill.

9. The contractor shall disburse wages to his workers in the presence of the authorized representative of the Owner and shall take his signature with the date and time on each page of the wage sheet and shall provide a copy of such certified wage sheet to the authorized representative of the Owner for their record.
10. If the EIC informs for round the clock deployment of particular equipment in advance, then the CONTRACTOR will meet additional resources requirement for second shift and he will be paid for single shift plus overtime of 12 hours irrespective of actual certification of log sheet by user based on written confirmation of EIC. In case there is no written confirmation of EIC for round the clock deployment, the CONTRACTOR will be paid for single shift plus overtime if any as per certified log sheet.
11. All BHEL declared holidays as per labor laws shall be treated as paid holidays. The CONTRACTOR will be paid shift charges for holiday for all equipments which has work in a preceding day of holiday. Any working on that holiday shall be paid as overtime.
12. By considering the complex operation of project/ equipment and critical requirements, EIC may instruct the CONTRACTOR to keep the minimum number of resources continuously irrespective of the actual shift of the operation of the equipments. In that case the CONTRACTOR will be paid for minimum all working days in a month except Sundays for that particular machine for which the CONTRACTOR have been instructed to keep resources. In other words the CONTRACTOR will be paid for in between idleness of the equipments during the operation of the equipments. Please note that idle resources can be deployed by EIC at his sole discretion for any job related to equipment and no separate charges shall be paid for that job and the CONTRACTOR will not have right of refusal. However, it is agreed by the CONTRACTOR that right of approval or rejection of certification of idleness solely and entirely depends upon the EIC and it shall be his sole discretion on the basis of site/job requirements and conditions. At no point of time the CONTRACTOR shall have right to dispute the decision of the EIC in this regard. The CONTRACTOR shall submit an undertaking for the same. The CONTRACTOR has to prepare idle equipment list and to submit it with duly certified by the EIC.
13. Please note that EIC shall give the list of equipment 10 days in advance from start monthly billing date for which the CONTRACTOR is required to maintain the resources & idleness shall be paid for only these equipments. At no point of time the CONTRACTOR shall have right to dispute the decision of the EIC in this regard.

8. PRICE ESCALATION:

- There will be no Price escalation except as provided in the Tender.

9. OPERATION TIMING:

- The CONTRACTOR shall carry the operation of equipments as per EIC's instructions from 8.00 am to 7.00 pm including one hour lunch break. EIC reserves the right to change the shift timings on weekly / monthly basis.

10. MAINTENANCE SCHEDULE:

- The CONTRACTOR shall carry the maintenance of equipments as per best engineering practices and ensure periodic scheduled maintenance of each equipment at least once in a fortnight or as instructed by EIC. Any deviation shall be approved by EIC.

11. MOBILISATION TIME:

- The CONTRACTOR shall mobilize all required resources at job site within 15 (fifteen) days of issue of WO/LOA or as per instructions of engineer in-charge.

12. RESOURCE EPOYMENT:

- The contractor will get technical approval of the resources from EIC before their deployment. Any change in the contractor resources should have pre approval of EIC. Depending upon the requirement, the contractor will mobilize / demobilize resources for which 48 hours time will be given.

13. RESOURCE CATEGORY:

- The contractor shall deploy required number of suitable resource after validation and approval of EIC. The contractor's resources will be literate and able to maintain job books. They will obey / observe our company safety rules and regulations to the full extent. If the owner found any of the contractors's person drunkard or misbehaving then EIC reserve the right to levy the penalty based on the circumstances.

14. MANPOWER MINIMUM AGE:

- The contractor shall not deploy below the complete age of 22 years for helpers and 25 years for operator / mechanic.

15. EQUIPMENTS AVAILABILITY AND UPTIME:

- The contractor shall make all equipments operational and maintain uptime of 98% and above measured on monthly basis.

1. The number of manpower to be deployed by the contractor for regular crane operation and maintenance shall be in accordance with BHEL and described as below:

SL No.	Crane Capacity Range	Operator	Helper	Maintenance Crew
1	1 MT – 50 MT	1	1	
2	51 MT – 120 MT	1	1	1
3	121 MT – 250 MT	1	1	1
4	251 MT – 600 MT	1	1	2
5	Above 600 MT	1	1	2

2. The experience for above works shall be,

- Crane Operator- Shall be capable of independently operating Hydraulic crawler crane of various capacities. Should have minimum 2-3 years experience & hold valid HMV license
- Maintenance Crew- Shall posses both experience and high skill level in servicing / maintenance of Hydraulic Crawler Cranes and proficiency in supervision of all maintenance activities.
- Crane Helper- Shall remains associated with the crane for proper upkeep of crane during operation and maintenance work on day to day basis and troubleshooting activities as per requirement for the crane.
- The normal working hours shall be 0800 Hrs to 1900 Hrs. however depending on work requirement the crew shall be made available at any time. The overtime will be paid on pro-rata man-hour basis.
- Accommodation will not be provided by OWNER.

- Transportation for all staff is to be arranged by Contractor. However for emergency works other than normal working hours BHEL or their agencies vehicle may be provided.
- If any manpower is absent replacement should be arranged immediately without affecting project work. In case the replacement is not arranged, deductions of payment on prorated per man-day basis will be deducted. If the project work is hampered due to absence of manpower an alternate arrangement will be made by BHEL, then deductions at actual with 30% overhead charges will be deducted.

16. PRICE BID EVALUATION

For the works mentioned at Part A & Part B

Bidder has to quote monthly charges for crane operation & routine maintenance for different crane capacity ranges.

Crane capacity ranges are:

SL No.	Crane capacity Ranges
1	1 MT – 50 MT
2	51 MT – 120 MT
3	121 MT – 250 MT
4	251 MT – 600 MT
5	Above 600 MT

- Bidders are required to quote separate monthly rates for each category (1 to 5 above).
- The quoted monthly rate for individual categories (1 to 5 above) shall be evaluated separately.
- Bidder may choose the Crane capacity range (all or any) as per above table.

17. TERMS OF PAYMENTS:

- Bills duly certified by the EIC are to be submitted to Construction Manager BHEL site office with copies of certified log sheets, & reconciliation statement of spares & consumables used by 10th of every month.
- Payment will be released within 30 days of receipt of correct invoice subject to confirmation of the contractor in writing by 15th of the next month that all payments / dues for previous billing month have been paid. If instructed by the owner, the contractor may be required to submit the documentary proof for the payment made and also fulfillment of other statutory formalities without which 10% payment of the contractor will not be processed.
- The applicable TDS shall be deducted as per the existing provisions of the law in force.
- The number of payments to be made to the contractor shall be restricted to one in each month for 1 crane.
- The bills shall conform to standard format as instructed by EIC. The material consumed during the execution of the contract has to be shown separately in the invoice.
- Vendor shall have an e-payment account with SBI to facilitate release of e-payment by the company.

18. CONTRACTOR'S RESPONSIBILITY:

- The contractor shall be fully responsible for taking adequate insurance of the resources. Avoidance of over speeding / rash operating of the equipment will be the contractor's responsibility. If any vehicles met with an accident – whether major or minor – the contractor will indemnify the owner from all sort of legal or financial responsibility. The contractor will immediately intimate the details of accident to EIC and owners insurance agency. The contractor will lodge the FIR and will attend to all necessary legal formalities as per direction of the owner. The contractor will also ensure that the operator who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered to us due to failure in complying this provision will be on the contractor's account.
- The contractor to follow all safety norms as per present norms indicated in GCC and as per revised norms from time to time.
- The contractor to provide all safety appliances like dust masks, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, Personal protective equipment (PPE), rain gears, Overalls etc. to their personnel working inside the plant complex at his cost and should adhere to safety coded as given in GCC. Non compliance shall attract heavy penalty.
- The contractor shall ensure timely compliance of Annual Load Test, Safety Inspection of equipment, keep updated records and shall give intimation at least one month in advance.
- The emergency situation like natural calamities (floods, fire, cyclone, earthquakes etc) the contractor should mobilize sufficient resources in co-ordination with EIC on war footing basis to mitigate the damage and safe guard owner property.
- The contractor should carry out jobs as per site engineer's specific requirement by considering the safety measures like speed, work area surroundings etc. where ever 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.
- Contractor's operational supervisors and operators should 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..
- The contractor must 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 should be submitted regularly to EIC.
- The contractor must ensure that their operator / drivers should possess valid license and SDP (safe driving permit) and should comply with any other instructions of EIC regarding safe operation of equipment.
- The contractor has to ensure that only authorized operator occupy operator seat and operate the equipment.

19. BHEL'S OBLIGATIONS:

The BHEL shall provide following free of cost for the contractor to render identified services.

- BHEL shall provide identified spares needed during the work.

- BHEL shall provide all consumables like Lubricants, Hydraulic oils, Grease, cardium compound,
- Space will be provided for temporary office construction or space will be provided in store office shed for staff, tools, spares etc. & parking of small capacity cranes.
- For dismantling, loading, unloading, assembly for transportation of crane, Suitable Crane with operator, slings, D-shackles, Manila Ropes, for handling of crane parts where ever assist crane is considered in the BHEL scope. In case BHEL operator is not available, your manpower shall able to operate the crane.
- Wooden / Concrete sleepers for placing the crane assemblies on the trailers.
- Required load for load testing of the crane.

20. EMD/SECURITY DEPOSIT.

Earnist Money Deposit (EMD)

The contractor shall submit EMD for an amount of Rs 2.00Lakhs in the form of demand draft of any nationalized bank in favour of "BHARAT HEAVY ELECTRICAL LIMITED" payable at Nagpur. Please refer GCC for other details.

21.Security Deposit

Please refer GCC for details

22. ORDERING AUTHORITY & DEPLOYMENT OF MANPOWER

The work order for dismantling/ loading, unloading/reassembly of crane, breakdown and regular operation & routine maintenance shall be placed from BHEL PS-WR Nagpur. Construction Manager of the respective site under PS-WR will place the order for break down calls, maintenance/ inspection visit.

The manpower requirement shall depend up on the nature of work and accordingly BHEL shall issue work order in each occasion indicating the number and category of manpower required. Bidder shall deploy the required manpower as per BHEL's requirement.

23. WARRNTY OF SERVICE.

The Contractor shall ensure top class workman ship for work assigned under this contract. Contractor shall submit work completion report against the work assigned at each occasion duly certified by Construction Manager of respective site. Report should contain the information regarding the nature of defects; probable reason of break down, components replaced with part No., work carried out and also suggests corrective action need to be taken.

24.. RESPONSE TIME.

The contractor shall mobilize his manpower immediately on the call/placement of order by the BHEL. The contractor shall ensure the response time is contained to be 8 hours for the site within distance of 150 KM. From his place and within 12-48 hours for the site located beyond 150 KM.

25. COMPLIANCE OF SAFETY REGULATION.

BHARAT HEAVY ELECTRICALS LIMITED
PSWR-NAGPUR
T.S.BHE/PW/PUR/ARC-CRN/OJ-159

Contractor shall ensure that the person deployed to render the service shall observe all safety norms prevailing at BHEL site at his cost. BHEL will not be responsible for any eventuality arising out of any negligence on the part of contractor in observing the safety norms.

26. COMPLIANCE OF WORKMAN'S COMPENSATION INSURANCE.

1. Person deployed to render the services must be insured under the workman's compensation act Policy. The contractor shall keep such policy always current. The contractor at his cost will settle all the claim of contractor's personals under this policy.
2. All statutory requirements are as per labour laws, ESI, PF etc to be met by the contractor.
3. Necessary insurance (covering WC act) for the workmen engaged by the contractor has to be taken at his cost and the copy of the same should be submitted on award of the work.
4. An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of this tender shall be borne by the contractor.

27. INSURANCE OF BHEL OWNED T&Ps

All the T&Ps belonging to BHEL and handled by the contractor for the assigned services are covered by Insurance policy of the BHEL. However contractor will take due care to ensure completion of the job without causing any damages. The contractor will not be responsible for accidental damages caused by insured perils. The contractor shall also co-ordinate to complete the procedure of survey/assessment of loss by the insurers.

28..0 TAXES, DUTIES, LEVIES

28.1

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 and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

28.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and deposit the same with the concerned tax authorities, such applicable amount will be paid by BHEL.

BHARAT HEAVY ELECTRICALS LIMITED
PSWR-NAGPUR
T.S.BHE/PW/PUR/ARC-CRN/OJ-159

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

- I. The name, address and the registration number of the contractor,
- II. The name and address of the party receiving taxable service,
- III. Description, classification and value of taxable service provided and,
- IV. The service tax payable thereon.

All the four conditions shall be fulfilled in the invoice before release of service tax payment.

Contractor shall obtain prior written consent from BHEL before billing the amount towards such taxes.

With introduction of Cenvat Credit Rules 2004, which came into force w.e.f. 10.09.2004, Excise Duty paid on Input Goods including Capital Goods and Service Tax paid on Input Services that are used for providing the output services can be taken credit of against the Service Tax payable on output services. However BHEL may opt for availing the abatement provision in which case cenvat credit may not be available on input duty.

28.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

28.4 Modalities of Tax Incidence on BHEL

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.

28.5 New Taxes/Levies

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.

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.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the

contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

Applicable Taxes & duties shall be borne by contractor; however Service tax shall be paid extra by BHEL as per applicable rate. Quoted rate shall be exclusive of service tax. Bidder shall submit the proof of registration of service tax with the appropriate statutory authority.

29. 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: -

- To reject any or all the tenders.
- To split up the work amongst two or more tenderers.
- To award the work in part.
- Either of the contingencies stated above to modify the time for completion suitably.
- 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.

30. PRICE BID EVALUATION CRITERIA & AWARD OF CONTRACT

BHEL reserve the option to engage more than one agency in each category in addition to the agency whose quoted/ accepted rate found to be the lowest. Towards this, BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidders (L-2, L-3 & L-4.....so on) for their acceptance. On acceptance of rate and as well other provision of tender specification, the preference shall be given to the bidders in order of their price status in order of their standing(i.e. L-2 will be given first preference in case all agree for the rate). On award of the work to next bidder other than L-1 bidder, the service shall be engaged in rotation in terms of service call.

31.0 GENERAL

- i. In case of any contradiction between “General Condition of Contract” & “Special Conditions of Contract” of this Tender Specification, the provisions of Special Condition of Contract shall prevail.
- ii. In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount recalculated for the intended order quantity.
- iii. In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

Annexure-I

DETAILS OF WORK EXPERIENCE FOR CRANES

{Telco Make Crawler Crane Model No.955ALC, TFC280,(Capacity 75 MT) ,T320 & TFC75 (Capacity 18 /25 MT) , Pick & Carry Hydra Crane Make Escort / ACETelco Make Crawler Crane Model No.955ALC, TFC280, (Capacity 75 MT), T320 & TFC75 (Capacity 18 /25 MT), Pick & Carry Hydra Hydraulic Escort / ACE. Crawler Crane Model No.FMC Link Belt LS 718 Standard with HLA (Capacity 325 MT), Link Belt LS 248 H Capacity (180 MT), Telco KH 500 (Capacity 100MT), Manitowoc Truck crane M250 (Capacity 250 MT Crane)} DURING THE LAST THREE YEARS

SL. NO.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIP-TION OF WORK	WORK ORDER REF & date	Work done for Which Make & Model of Crane

SIGNATURE OF TENDERER WITH SEAL

- PLEASE USE ADDITIONAL SHEET IF NEEDED IN THE SAME FORMAT.
- PLEASE ENCLOSE COPIES OF WORK ORDERS/ RATE CONTRACT, SPECIFY WHETHER WORK EXECUTED FOR ASSEMBLY OR DISMANTLING, OR REPAIR / BREAK DOWN MAINTENANCE.

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