

TENDER SPECIFICATION

TENDER NO.BHEL: PSSR: FEX: 248:02E

FOR

ANNUAL RATE CONTRACT FOR CRANE SERVICES

- A. Rate contract for Providing services for dismantling, loading, unloading, assembly, commissioning, repair & servicing, of cranes at various sites under BHEL PSSR
- B. Rate contract for providing services towards Operation and routine maintenance of BHEL cranes at various sites of PSSR.

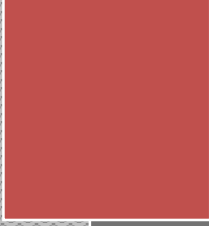
PART I – TECHNICAL BID

TENDER NO. BHEL: PSSR: FEX: 248:02E:

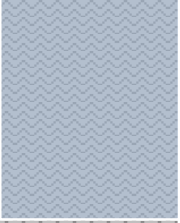
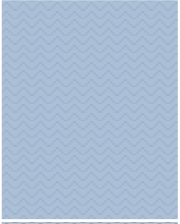
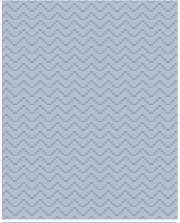
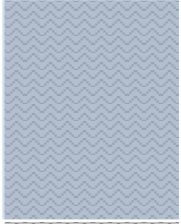
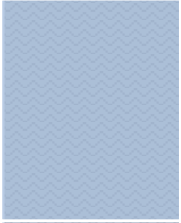
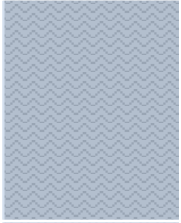
THIS TENDER SPECIFICATION ISSUED TO

M/S-----

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION IF ANY TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL



TENDER



NOTICE INVITING TENDER (NIT)

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**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM BHEL PSSR OFFICE ALSO.**

To

Dear Sir/Madam

Sub : NOTICE INVITING 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	BHEL:PSSR:FEX:248: 02E: DT 08-07-2015	
ii	Broad Scope of job	A. Rate contract for Providing services for dismantling, loading, unloading, assembly, commissioning, repair & servicing, of cranes at various sites under BHEL PSSR B. Rate contract for providing services towards Operation and routine maintenance of BHEL cranes at various sites of PSSR.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical specifications/Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, <i>Terms of payment, etc</i> Special conditions of contract (SCC –Part of Volume 1A	Applicable
b	Volume-IB	void	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	1. Sale from BHEL PSSR Regional office at Chennai Start : 08/07/2015 , Time : 10.00 HRS Closes: 28/07/2015 , Time : 1200 HRS 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 28.07.2015, Time : 1500 Hrs IST Place : BHEL PSSR CHENNAI	Applicable

vi	OPENING OF TENDER	Date 28.07.2015, Time :15.30 Hrs	Applicable
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		Notes: (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	
vii	EMD AMOUNT	Rs 2,00,000/- (Rupees Two Lakhs)	Applicable
viii	COST OF TENDER	Rs.2000/-(Rs Two Thousand only)	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	20-07-2015	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 Corrigendum) <u>and not in the newspapers.</u> Bidders to keep themselves updated with all such information	

NOTICE INVITING TENDER

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- 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, duly signed & stamped on each page, as part of offer. **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 PSSR Chennai 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 Chennai, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Chennai. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

PART-I consisting of PART-I A (Techno Commercial Bid) & PART-I B (EMD/COST of TENDER) in two separate sealed and super scribed envelopes (ENVELOPE-I & ENVELOPE-II)

PART-II A (Price Bid for A) –in sealed and superscribed envelope (ENVELOPE-III)

PART-II B (Price Bid for B) –in sealed and superscribed envelope (ENVELOPE-IV)

One set of tender documents shall be retained by the bidder for their reference

SPECIAL NOTE:

Bidders who want to submit offer for any one package –A or package-B shall mention the same specifically in the covering letter/offer forwarding letter of tender and accordingly either envelope III or envelope IV need not be enclosed

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.(All pages to be signed and stamped)

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I super scribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications /Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender	
vii.	Notice inviting Tender (NIT)	
viii.	Volume - I A Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Terms of payment, etc and Special Conditions of Contract (SCC)	
ix.	Volume - I B : Void	

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x.	Volume - I C : General Conditions of Contract (GCC)	
xi.	Volume - I D : Forms & Procedures	
xii.	UNPRICED - without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	
	PART-I B	
	ENVELOPE – II superscribed as: PART-I(EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	1.Earnest Money Deposit (EMD) in the form as indicated in this Tender <u>OR</u> . Documentary evidence for 'One Time EMD' with the BHEL PSSR Chennai 2.Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II A	
	PRICE BID FOR A consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II PRICE BID for A TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II A – PRICE BID For A (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	PART-II B	
	PRICE BID For B consisting of the following shall be enclosed	
	ENVELOPE-IV superscribed as: PART-II PRICE BID for B TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II B – PRICE BID For B (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

OUTER COVER	
	<p>ENVELOPE-V (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:</p>
i	Envelope-I Envelope-II Envelope -III Envelope- IV

SPECIAL NOTE :

- 7.0 **All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**
- 8.0 **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.**
- 9.0 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).
- 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 in writing or through e-mail, 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 be 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) above.**
- 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 sealed 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 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 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 Consortium Bidding (or Technical Tie Up) - **NOT USED**
- 24.0 The bidder shall submit 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 list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

- 27.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
- 28.0. MSE suppliers can avail the intended benefits only if they submit along with offer attested copies of either EMII Certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per Annexure -8) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

28.0 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) — Part of volume 1A
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

For BHARAT HEAVY ELECTRICALS LTD

SR.MANAGER/FEX

Enclosure:-

- I. Annexure- 1 Pre Qualifying Requirements**
- II. Annexure- 2 Check List.**
- III Annexure-3 Certificate by Chartered Accountant on letter head**

Annexure-1

PRE QUALIFYING REQUIREMENTS For A & B

JOB	<p>A. Rate contract for Providing services for dismantling, loading, unloading, assembly, commissioning, repair & servicing, of cranes at Various sites under BHEL PSSR</p> <p>B. Rate contract for providing services towards Operation and routine maintenance of BHEL cranes at various sites of PSSR.</p>	
TENDER NO	<p>TENDER NO. BHEL:PSSR:FEX:248:02E</p>	
SL. NO.	PRE QUALIFICATION CRITERIA	NAME AND DESCRIPTION OF QUALIFYING CRITERIA
A	Submission of Integrity Pact duly signed	Not Applicable
B	<p><u>Technical</u></p> <p>Class 1.For cranes up to 80MT Capacity The agencies should have executed repairs, Operation & maintenance, dismantling, loading, unloading, assembly and commissioning of 18T cranes or above in the last 7 years</p> <p>Class 2.For cranes capacity above 80MT & up to 150MT The agencies should have executed repairs, Operation& maintenance, dismantling, loading, unloading, assembly and commissioning of 75T cranes or above in the last 7 years</p> <p>Class 3.For cranes capacity above 150MT The agencies should have executed repairs, Operation, maintenance, dismantling, loading, unloading assembly and commissioning of 150MT cranes or above in the last 7 years</p>	Applicable

C	<u>Financial Turnover</u>	
C-1	<p>For Class-1 : Bidders must have achieved an Average annual Financial turnover (audited) during the last 3 Financial years ending 31st March of the previous Financial year i.e. 2011-12, 2012-13 & 2013-14 should be at least 30/- Lakhs .</p> <p>For Class-2 : Bidders must have achieved an Average annual Financial turnover (audited) during the last 3 Financial years ending 31st March of the previous Financial year i.e. 2011-12, 2012-13 & 2013-14 should be at least 24/- Lakhs .</p> <p>For Class-3 : Bidders must have achieved an Average annual Financial turnover (audited) during the last 3 Financial years ending 31st March of the previous Financial year i.e. 2011-12, 2012-13 & 2013-14 should be at least 21/- Lakhs .</p>	
C-2	Net worth	Not Applicable
C-3	Profit :	Not Applicable

D	Assessment of capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not Applicable
E	Approval of customer	Not Applicable
F	Consortium Criteria	Not Applicable
	<p>1. Bidder to submit Audited Balance Sheet for the respective years as indicated against C-1 above along with all annexures.</p> <p>2. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years will be averaged for three years i.e total divided by three</p>	

CHECK LISTANNEXURE - 2

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 (✓) 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 PRE QUALIFICATION CRITERIA (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	YES/NO
8	Copy of IT Returns of last three years along with copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Declaration by Authorised Signatory	Applicable	YES/NO
11	No Deviation Certificate	Applicable	YES/NO
12	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
13	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO

CHECK LIST

ANNEXURE-2

17	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
18	Indemnity Bond	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)**

BHEL: PSSR:FEX:248:02E:

DT:08-07-2015

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-I) _____ 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 whichever 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 as notified vide S.O.No. 3322(E) dated 01-11-2013 published in gazetee notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Account

TENDER NO: BHEL: PSSR: FEX: 248:02E DT: 08.07.2015

A. Rate contract for Providing services for dismantling, loading, unloading, assembly, commissioning, repair & servicing, of cranes at various sites under BHEL PSSR

1.0 SCOPE OF WORK

- 1.1 Providing services of Engineer/Supervisor, technician, for repair, servicing, break down & preventive maintenance works of the cranes.
- 1.2 Providing services of Engineer/ Technician for Dismantling, loading of crane at respective sites as per the modules identified by BHEL as per loading advice slip for each crane and unloading assembly, commissioning and load testing of the cranes at the respective sites. Identification of components, tagging and packing the crane spares in wooden boxes / crates provided by BHEL during dismantling and loading and verification of the same on receipt at destination site, reporting of discrepancies/damages if any to be recorded and intimated to site in charge with copy marked to FEX/ Chennai.
- 1.3 Reconditioning of worn out components.
- 1.4 Major repair and servicing of cranes
- 1.5 Supply of sundry spares.

2.0. PERIOD OF CONTRACT: Two years from the date of Work order.

3.0 SERVICE CHARGES

- 3.1. Service charges shall be quoted as per the PRICE BID FOR -A format enclosed. Rate quoted shall be firm for a period of TWO YEARS from the date acceptance of the work order.
- 3.2. The contract will be awarded at accepted L-1 rates (Lowest rates arrived) to more than one agency whoever agree to operate at acceptd L-1 rates.
- 3.3 Service tax as applicable will be paid by BHEL.
- 3.4 The agency shall provide the services to attend the complaints within week's time at sites after the receipt of written confirmation from site, followed by FEX/PSSR/HQ.

4.0 TERMS OF PAYMENT

4.1 90% payment will be released at BHEL / PSSR / HQRS/ CHENNAI or at respective sites on Submission of the invoice duly certified by Engineer In Charge of the site. Remaining 10% shall be payable after the completion of contract. EMD will be converted into Security Deposit and shall be released for payment after successful completion of the contract.

5.0 TOOLS & PLANTS

- 5.1 All the Tools & plants (except crane) required for repair & servicing work shall be arranged by the Tenderer. Assist crane required for attending the repairs shall be provided by BHEL free of hire charges with fuel & Operator.
- 5.2 Assist cranes required for dismantling, loading, unloading assembly & testing and for major repair & servicing of cranes, will be provided by BHEL free of hire charges with fuel & Operator.
- 5.3 Operator for assist crane will be provided free of charges by BHEL subject to availability. In case, BHEL is not able to provide operator for the above, it is the responsibility of the Bidder to arrange operator.
- 5.4 D shackles, wire ropes and slings will be provided by BHEL at the respective sites free of hire charges subject to availability.

6.0 CONSUMABLES AND SPARES

- 6.1 Necessary consumables like Diesel, petrol, Kerosene, gas, lubricating oils/compounds, filters, grease & welding electrodes etc will be provided by BHEL free of cost. In case BHEL has not provided the above items, the bidder has to arrange the above items at site and cost incurred by the bidder for arranging the above items shall be reimbursed by BHEL on production of bills /receipts as certified by BHEL Engineer in charge. Necessary T&Ps required for carrying out greasing shall be provided by BHEL free of hire charges.
- 6.2 Wooden sleepers if available will be provided free of charges by BHEL at sites. In case BHEL has not provided the wooden sleepers, the bidder has to arrange the above items at site and cost incurred by the bidder for arranging the wooden sleepers shall be reimbursed by BHEL on production of bills /receipts as certified by BHEL in charge. They are to be properly accounted and returned to BHEL STORES after the completion of work.

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7.0 DISMANTLING,LOADING,UNLOADING ASSEMBLY & COMMISSIONING OF CRANES

7.1 Depends upon the facilities available at sites, allotment of Man days will be decided by HQ/FEX for dismantling, Loading, Unloading, Assembly, commissioning & Load testing of the cranes at sites. Transportation of cranes will be arranged by BHEL. However, Transportation may also be arranged by rate contract agency on account of urgency and cost of transportation will be paid by BHEL on submission of bill as certified by HQ/FEX.

8.0 MAJOR REPAIR AND SERVICING OF CRANES

8.1 Prior to carrying out major repair and servicing of cranes, a joint inspection shall be carried out on the crane proposed for major repair and servicing at site by a team comprising members from FEX/HQ,FEX/SITE & Rate contract agency. After ascertaining the extent of repairs and spares required for the repair works, an estimate for man days will be prepared for the total repair & servicing works duly signed by the team before commencing major repair and servicing of cranes.

8.2. All the spares for repair and servicing works will be provided by BHEL. Incase of not providing spares by BHEL, spares costing less than 0.5% of the present replacement cost of each crane may be arranged by the rate contract agency executing the repair works as sundry spares as per the instruction of BHEL. However on account of urgency/emergency, the spares costing more than 0.5% of replacement of cost of cranes may be arranged by the Tenderer. Payment for the sundry & other spares will be reimbursed as per the price list of the OEM / OCM or authorized dealers of original equipment manufacture / Original Component manufacture. Incase of non availability of prices for certain spares, payment will be reimbursed as certified by Engineer FEX/ HQ

8.3.Major spares such as booms & engine will be arranged by BHEL. Reconditioning of worn out items on cranes shall be carried out by the rate contract agency at 30% of the original spares cost. The reconditioned items shall have to be guaranteed by rate contract agency for SIX months

8.4 Any repair and servicing to be carried out an engine of the cranes shall be arranged by BHEL through original equipment manufacturer of the engine or the authorized dealer. In case, BHEL has not arranged, the same work may be assigned through rate contract agency to the original equipment manufacture of the engine or through the authorized dealer .

8.5. Expenditure involved for repair and servicing of Engine and also for any other components of the crane shall be paid by the rate contract agency to OEM / authorized dealer/any other agency and same will be reimbursed to the rate contract agency on production of valid documents for the expenditure incurred for such works and the service charges to the agencies for the service rendered. Transportation will be arranged by BHEL. In case, transportation is arranged by the rate contract agency, the transportation and conveyance charges will be paid to the rate contract agency by BHEL for this work.

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- 8.6. Any repair and servicing to be carried out on 360&500T Portal Gantry cranes shall be assigned through the rate contract agency to the OEM of the Portal Gantry cranes or Authorized dealer. Expenditure involved for repair and servicing charges on Portal Gantry cranes shall be paid by the rate contract agency to OEM/ Authorized dealer. The actual expenditure incurred and the service charges to the agencies for the service rendered will be reimbursed to the rate contract agency on production of valid documents for the expenditure incurred towards such works.
- 8.7. It is the responsibility of the contractor to take precautions for safe working and avoid any damage to the property / equipment lying nearby, failing which the cost towards the repair / replacement will be recovered from the rate contract agency.
- 8.8. It is the responsibility of the rate contract agency to arrange passes or entry permit as per BHEL / CUSTOMER procedure followed in the plant premises through BHEL site office.
- 8.9. Unskilled workers, if required shall be provided by BHEL free of cost.
- 8.10. Service charges per day will be paid for 10 hours per day. Agency shall be available for work minimum 10 hours per day including one hour lunch brake. Generally the work is to be carried out as per the BHEL timings at site. However depending upon the requirements / exigencies the job is to be continued beyond normal working hours. Sometimes round the clock, tenderer should provide required man power to meet the needs as part of contract and the payment for the extended hours of work beyond normal working hours will be made proportionately at the accepted service charges per day.
- 8.11. Service charges shall be payable whenever the services are provided during the holidays.
- 8.12. Service charges shall not be payable when there is no work on holidays. However accommodation charges is payable on holidays, if the services are commenced and continued before and after holidays.

9.0 SAFETY

- 9.1 BHEL is not responsible for any accident / injury to the bidder's crew at site.
- 9.2 It is the responsibility of the contractor to follow the safety precautions while carrying out the work.
- 9.3 The bidder has to assume full responsibility for the safety of their crew and to comply with all statutory /safety regulations / security requirements of BHEL.

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10.0 STATUTORY REQUIREMENTS

- 10.1 All statutory requirements as per labour laws like ESI, PF etc., have to be arranged by the bidder. Necessary insurance (covering WC act) for the workmen engaged by the tenderer has to be taken at his cost and the copy of the same should be submitted before commencement of the work.
- 10.2 A copy of the policy covering the staff to be engaged for a period of two years should be submitted within 10 days after the receipt of the work order or Necessary insurance policy for the work men engaged shall be taken at the respective site before starting the work at site.
- 10.3 An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of the tender shall be borne by the tenderer.

10.4 B. Rate contract for providing services towards Operation and routine maintenance of BHEL cranes at various sites of PSSR.

10.5 **PERIOD OF CONTRACT:** Two years from the date of Work order.

10.6 Rate shall be quoted for providing one operator, one mechanic and one helper for operation and preventive/routine maintenance of various capacity cranes available at PSSR sites as per the PRICE BID FOR-B enclosed. The works involved under operation and maintenance of cranes are as follows.

- Operation of cranes
- Daily routine checking of oil/lubricants/water/coolant/electrical etc and cleaning of crane
- Checking and filling/topping up of lubricants ,Fuel ,Brake oil, Water, coolants etc as and when required.
- Periodic Greasing & application of cardium compound as per lubrication schedule.
- Checking & replacement of air filters
- Checking & replacement of cylinder kits and others small spares.
- Monitoring of defects in cranes and identification of spares
- Minor trouble shooting works.

11.0 CRANE OPERATOR

11.1 FOR CRAWLER CRANES TATA 320 18MT CAPACITY & UP TO 75 MT CAPACITY TATA 955ALC/ TATA TFC-280.

The crane operator shall have experience (Not less than 3 years) in operation of such cranes or above capacity crawler cranes and shall be able to read operation and maintenance manual, boom load chart, boom angle and other indicating devices and same shall be confirmed by the vendor in technical bid.

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11.2 FOR CRAWLER CRANES 80MT AND UP TO 150MT

The crane operator shall have experience (Not less than 3 years) in operation of such cranes or 80MT and above capacity Hydraulic operated crawler cranes and shall be able to read operation and maintenance manual, boom load chart boom angle and other indicating devices and same shall be confirmed by the vendor in technical bid.

11.3 FOR CRAWLER CRANES ABOVE 150MT,

The crane operator shall have experience (Not less than 3 years) in operation of 150MT and above capacity Hydraulic operated crawler cranes and shall be able to read operation and maintenance manual, boom load chart boom angle and other indicating devices and same shall be confirmed by the vendor.

11.4 The crane operator shall possess valid Heavy Motor Vehicle license (HMV).

11.5 Operator shall have latest Physician's certification for their physical fitness in vision with/without Lenses & adequate hearing with or without hearing aid.

11.6 **Mechanic** Shall possess experience and have knowledge in repair and servicing of hydraulic cranes.

11.7 Necessary documents to meet the qualification requirement of operators shall be produced by the bidder for verification before engaging the crew for operation of cranes.

11.8. **Crane Helper** shall remain associated with the crane operator for proper upkeep of crane during operation / maintenance / trouble-shooting work on day to day basis.

11.9. The minimum age for helpers is 21 years and that for Operator/Mechanic is 23 years.

12.0. OTHER TERMS & CONDITIONS UNDER O&M OF CRANES

12.1 Operator, Mechanic & Helper shall have to work eight hours a day excluding one hour break. Working hour shall be decided by BHEL site in charge as per site convenience. Payment for the extended hours of work beyond normal working hours will be made proportionately at the accepted service charges per day.

12.2 Allotment of weekly holidays for operator and his crew is at the discretion of BHEL and will be decided by respective site. Only holidays as declared by BHEL apart from weekly holidays have to be followed. This may have to be adjusted by crane operator and his crew it suit the requirement of site. If necessary, operator with his crew shall be available for the operation of crane at site on weekly/ National holidays in exigency.

12.3 Working on holidays shall be paid extra at prorate basis. On holidays working less than 4 hours will be treated as ½ (half) day and more than 4 hours to 8 hours will be treated as full day. Beyond 8 hours working will be treated as over time.

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- 12.4 If required, at the discretion of Site in charge, the Operator and his crew will be engaged for over time on regular working days and holidays. Over time charges for regular working days and holidays will be paid on pro rata basis.
- 12.5 Day to day routine maintenance of the crane shall be carried out by crew deployed as per operation and maintenance manual. Spares, consumables, Lubricants and fuel required for the above work will be provided by BHEL free of charges. However, cotton waste & cloth required for maintenance shall be arranged by the O&M agency
- 12.6 Small tools and plants such as spanners, grease gun etc shall be arranged by the O&M agency. All major tools and plants such as crane, Hydraulic jacks, Welding machine etc and special tools and plants that are supplied by the OEM of cranes shall be provided by BHEL free of charges.
- 12.7. Sufficient covered space depending upon the no of maintenance crew engaged will be provided free of charges for the crew of O&M agency and storing their tools and plants, spares, fuel and consumables etc.
- 12.8. This maintenance contract does not cover major jobs such as major repair and servicing/overhauling, Break down maintenance , dismantling, assembly other than routine maintenance work.
- 12.9 If any minor repair work on crane shall be carried out by the O&M agency.
- 13.0 In case of absence of operator and his crew, the bidder should make an alternative arrangement for the continuation of work to meet the erection requirements at site. In case alternative arrangement is not arranged, deduction of payment will be made on prorated basis.
- 13.1 Quoted rate for O&M is all inclusive. The bidder has to make their own arrangements for accommodation, transport and other amenities for their crew at site.

14.0. TERMS OF PAYMENT

- 14.1 100% payment shall be made every month at respective sites within a week's time as certified by Engineer in charge of respective site.

15.0 SAFETY

- 15.1 BHEL is not responsible for any accident / injury to the bidder's crew at site.
- 15.2 The bidder has to assume full responsibility for the safety of their crew and to comply with all statutory /safety regulations / security requirements of BHEL.

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16.0 STATUTORY REQUIREMENTS

- 16.1 All statutory requirements as per labour laws like ESI, PF etc. have to be arranged by the tenderer. Necessary insurance (covering WC act) for the workmen engaged by the tenderer has to be taken at his cost and the copy of the same should be submitted before commencement of the work.
- 16.2 A copy of the policy covering the staff to be engaged for a period of two years should be submitted within 10 days after the receipt of the work order or Necessary insurance policy for the work men engaged shall be taken at the respective site before starting the work at site.
- 16.3 An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of the tender shall be borne by the tenderer.

Note: Clause nos 2.6.2, 2.6.3, 2.6.4, 2.6.5, 2.6.6,2.6.7,2.6.8, 2.6.9, 2.6.10, 2.6.11, 2.7.8, 2.7.9, 2.8.6, 2.9, 2.10, 2.11,2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.19, 2.22, 2.23, 2.24, 2.25 of GCC Not applicable for this contract.

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LTD,

SR.MANAGER/FEX