



Corporate Identity Number (CIN)
L74899DL1964GOI004281

भारत हेवी इलेक्ट्रीकल्स लिमिटेड

(भारत सरकार का उपक्रम)

सी.एस.यू. एवं फैब्रिकेशन प्लान्ट, औ. क्षे. जगदीशपुर, जिला- अमेठी-227817

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt of India Undertaking)

CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, UP-227817, India

NOTICE INVITING TENDER

Tender Enquiry No.: BHEL/FP/WEX/NIT/15-16/01

Date: 24.04.2015

BHEL-Fabrication Plant, Jagdishpur invites sealed bid in **two part system** for following work from experienced and financially sound bidder who fulfill the qualifying criteria contained in the enclosed tender document:

Description of work: Annual Maintenance Contract of Cranes at BHEL-FP, Jagdishpur.

Contract Period: Twelve Months from the date of award of contract

Cost of tender Document: 500/- (Rupees Five Hundred only) Non - refundable.

EMD Amount: 40,000/- (Rupees Forty Thousand only).

Due Date and Time for Submission of Bid: 15.05.2015 (2:30 PM)

Due Date and Time for Opening of Techno-Commercial Bid: 15.05.2014 (3:00 PM)

BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.

BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

Address for submission and opening of Tender:

Tender Box- Administrative Building

Centralised Stamping Unit & Fabrication Plant, BHEL,

Industrial Area Jagdishpur

Distt. Amethi- 227817 (U.P.) INDIA

Enclosures to Tender Enquiry:

1. Section-I: General Terms and Conditions

2. Section-II: Special Terms and Conditions

3. Section-III: Price Bid format

Note:

1.The contractors may personally visit the work place to understand the scope of work before submitting their bids.

2 .For relevant details please visit our website "www.bhel.com". All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

For and behalf of BHEL:

Manager (WEX)
CSU&FP



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SECTION I

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at CSU & FP-Jagdishpur or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2. OFFICIAL SECRET ACT :

The contractor shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them.

3. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.



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4. SECURITIES:

4.1 EARNEST MONEY DEPOSIT (EMD):

- 4.1.1 Offer should be accompanied with Earnest Money as specified in NIT through in the form of Demand Draft (DD). The DD shall be drawn in favor of “Bharat Heavy Electricals Limited” payable at Ind. Area Jagdishpur. The EMD shall not carry any interest.
- 4.1.2 The EMD of the successful bidder will be retained towards part of Security Deposit.
- 4.1.3 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- 4.1.4 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 - Fails to communicate unqualified acceptance of Letter of Intent with in one week from the date of issue of letter of intent.
 - Fails to submit 50% of the total security deposit before start of work.
 - Fails to submit the work as may be indicated in the Letter of Intent.

4.2 SECURITY DEPOSIT (SD):

- 4.2.1 Upon acceptance of tender, the successful bidder must deposit the required amount of Security Deposit (SD) after adjusting the amount of Earnest Money duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of work.
- 4.2.2 The total amount of Security Deposit shall be as follows:
- In the of work costing upto Rs.10 Lakh: 10%
 - Above Rs.10 lakhs upto Rs. 50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
 - Above Rs.50 lakhs: Rs.4 Lakhs+5% of the amount exceeding Rs.50 Lakhs.
- 4.2.3 The full or 50 % Security Deposit calculated as above shall be deposited with in one week from the date of issue of letter of intent/order but before the start of work in any of the following forms:
- Demand Draft in favor of “Bharat Heavy Electricals Limited” payable at SBI, IGFCJ Jagdishpur.
 - Bank Guarantee in the prescribed Performa of BHEL. Bank Guarantee from any one of the consortium banks of BHEL. Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent plus 2 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period. All charges for establishing and amending the BGs, if necessary, shall be to Contractor’s account.

c. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

- 4.2.3 If contractor has submitted 50 % of SD, Balance shall be recovered from running @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit made up.
- 4.2.4 If the value of the work done at any time exceeds the accepted Contract Value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.
- 4.2.5 If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

5. SUBMISSION OF OFFER / TENDER:

5.1. The bid is invited in either two part or single part as specified in NIT. In case of two part bid system offer shall be submitted as per following:

5.1.1. Part I: Techno commercial Bid: Techno commercial bid should be filled as per **FORMAT-1** to this section and should contain documents in the same order as listed there.

5.1.2 Part II:(Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per **FORMAT-2** of Price Schedule given in the tender document (Refer Section III). The Price Bid not submitted as per Price Schedule may not be considered.

5.1.3. Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as "Techno commercial Bid" or "Price Bid" as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:

- Tender Enquiry No. & Title of Work
- Bid Opening date & time
- Address/Venue of Bid Submission
- Bidder's Name & Address

Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected.

- 5.1.4. In case of single part bid system, Techno-commercial bid and price bid should be submitted in
single sealed envelope.
- 5.1.5 All papers/documents should be ink signed and rubber stamped by the bidder.
- 5.2 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 5.3 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 5.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
- 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 5.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.
- 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 5.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 5.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 5.10 Validity of Offers: The offer should be valid at least for a period of **90 days** from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 5.11 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 to reject any or all the tenders.



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- 5.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.13 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 5.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 5.15 In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:
- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 5.16 BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 5.17 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

6. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto:-

- a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- c) In case of an Individual, full name, address, place & nature of business and license relating to.



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d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

7. PRICE SCHEDULE (PRICE BID):

- 7.1 Rate should be quoted strictly as per prescribed Price Schedule.
- 7.2 The rate quoted by bidder is inclusive of all duties, taxes, fees, octroi, and other levies material, labour etc. except Service Tax which shall be reimbursed to the contractor on actual against documentary proof.
- 7.3 Prices shall remain firm and no variation what so ever shall be allowed. The bidder is required to take into consideration of cost of wages, material and equipments, PPEs, uniform, shoes and other consumables and their price fluctuations in the prices of these after the submission of bid and during the period of contract before submission of bid.

8. EVALUATION OF OFFERS

- 8.1 Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 8.2 The bidders shall be evaluated as per qualifying requirements mentioned in the tender documents.
- 8.3 Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 8.4 The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 8.5 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 8.6 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 8.7 BHEL reserve the right to split the work in two or more vendors, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 8.8 BHEL reserves its right to negotiate with the Bidder and/ or go for Reverse Auction (RA).

9. REVERSE AUCTION:

- 9.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Only



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- 9.2 technically and commercially acceptable bidders shall be eligible to participate in reverse auction. Information and general terms and conditions governing RA shall be communicated to technically and commercially acceptable bidders.
- 9.3 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

10. CONTRACT AGREEMENT

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

11. TERMS OF PAYMENT:

- 11.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).
- 11.2 All payments shall be released through electronic-pay mode only.
- 11.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard.
- 11.4 Service tax, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.
- 11.5 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 11.6 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 11.7 Normally, payment shall be made within 45 days of receipt of bill at BHEL.

12. PENALTY :

For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week for unexecuted portion of work subject to maximum 10% of work order value. Cost of rejection, as appropriate shall be recovered from contractor as compensation for defective job done resulting in rejection even after performing necessary rework. The decision of General Manager (or any official appointed by him) on the extent of penalty shall be final and binding on contractor.



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13. SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and Government, as applicable, inside the BHEL factory. The contractor is required to keep and maintain first aid box at work place at his own cost.

14. FORCE MAJEURE:

Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.

15. ARBITRATION:

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the General Manager. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Sultanpur, India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sultanpur court.

16. RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- Serious lapse in performance, Persistence disregard of the BHEL instructions.
- Insolvency of the contractor.
- Assignment, transfer, subletting of the contract work without BHEL's written permission.
- Non-fulfilment of any contractual obligations or obligations under the law.



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17. ABANDONING OF WORK:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

18. TERMINATION

This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract or agreement.

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

19. EXTENSION

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

20. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- The tender documents shall be issued free of cost to MSEs.
- MSEs are exempted from payment of Earnest Money Deposit (EMD).
- In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM

II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc. then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

21. TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABORERS UNDER SERVICE OR WORKS CONTRACT

21.1 LABOUR LICENCE AND OTHER REQUIREMENTS

21.1.1 Contractor should possess Labour license in case of contractors working in BHEL CSU & FP Jagdishpur and deploying 20 or more labours on any day, from the Appropriate Government (Central Govt.) for carrying out the various activities mentioned in the contract document.

21.1.2 The contractor shall deploy such number of workers in the premises of BHEL CSU & FP Jagdishpur, as required for completion of the contract. The workers such deployed shall be his own workers.

21.1.3 In case the number of labour deployed by the contractor in premises of BHEL CSU & FP Jagdishpur exceeds the number of labour allowed in the license then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the license within 7 days of exceeding the number of labours mentioned in the license.

21.1.4 Labour license and other requirement in case of contractors NOT working in BHEL CSU & FP Jagdishpur or has less than 20 workers on his rolls:



Corporate Identity Number (CIN)
L74899DL1964GOI004281

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सी.एस.यू. एवं फ़ैब्रिकेशन प्लान्ट, औ. क्षे. जगदीशपुर, जिला- अमेठी-227817

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A) The contractor should possess valid labour license issued by any licensing authority if he has deployed 20 or more workers in any organization.

B) After being eligible to apply as above, if the contractor is awarded the contract then he should apply for Form-V from BHEL to obtain Labour License from Appropriate Government and submit the same within one month from the date of award of contract. Till then award will be treated as PROVISIONAL.

21.1.5 The contractor shall also have to submit copy of PAN card and latest IT return.

21.1.6 The contractor must possess Service Tax Registration number under relevant code head.

21.1.7 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.

21.2 APPOINTMENT AND ENTRY IN FACTORY PREMISES

21.2.1 The contractor shall submit the following to HR through contracting department:

a. The details of the worker proposed to be deployed.

b. Police Verification Certificate by appropriate authority or Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 30 days failing which he will be discontinued.

c. Copy of employment card issued by contractor to his own worker.

21.2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.

21.2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, BHEL Security shall not allow any labour to enter the premises of BHEL CSU & FP Jagdishpur.

21.2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules.



Maharatna Company
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21.3 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

21.3.1 The Contractor shall pay wages to all his Laborers as prescribed by the BHEL HR from time to time based on government norms.

21.3.2 In addition to minimum daily wages above, an **additional wage** has also to be paid by the Contractor to all his Laborers as following:

Sl. No.	Type of Labour	Additional daily wage to be paid in (Rs.)
1	Unskilled Worker (USW)	123.07
2	Semi-skilled Worker (SSW)	142.31
3	Skilled Worker (SW)	157.69
4	Highly Skilled Worker (HSW)	157.69

This additional amount will also attract all statutory deductions and payments.

21.3.3 Contractor shall ensure payment of wages as applicable on or before seventh day of each month.

21.3.4 Wages payment shall be made by Contractor to the Laborers through bank / cheque / cash in the presence of authorized BHEL representatives and shall maintain proper records of their timely disbursement. Contractor shall issue wages slips to his laborers.

21.3.5 The payment of wages to the workers shall not be subject to payment against the bills by BHEL.

21.3.6 The contractor shall submit bills to the contracting department by 8th of each month.

21.3.7 The contractor's bills should be accompanied with the following:-

- Copy of Measurement Book entries / Statement of work done / work completion report by the Contractor duly verified by concerned BHEL representative(s).
- Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., (Form XVII of Contract Labour (R&A) Rules).
- PF and ESI challans for previous month-separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
- Wage payment sheet for the bill period.
- Statement of material supplied by the contractor, if any
- Copy of Labour License if increase in no. of labours deployed against Work Order if applicable.
- Copy of Challan of previous Service Tax paid.

21.3.8 The contractor shall remit the cheques favoring RPFC and ESI Office with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.

21.4 PROVIDENT FUND (PF)

21.4.1 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.

21.4.2 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

21.4.3 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

21.4.4 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

21.4.5 PF CONTRIBUTION:

Employee's Contribution

Employer's Contribution

12.00%

13.61 %

21.4.6 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

21.5 EMPLOYEES STATE INSURANCE (ESI)

21.5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each labour deployed by him at the time of joining.

21.5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

21.5.3 The contractor shall facilitate collection of issued ESI cards by his worker.

21.5.4 ESI CONTRIBUTION :-

21.5.5

Employee's Contribution

Employer Contribution

1.75%

4.75%

21.5.6 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.

21.5.7 The Contractor shall produce the following Registers and forms as per Contract Labour (R &

A) Rules 1971 for verification by the concerned BHEL Officer(s):

- (a) Form XII - Register of contractors (Rule 74)
- (b) Form XIII - Register of Workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment Card issued by contractor (Rule 76)
- (d) Form XVI - Muster Roll 78(1) (a) (i)
- (e) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- (g) Form XIX - Wage Slip (Rule 78)(1) (b)
- (h) Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
- (i) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- (j) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- (k) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- (l) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)

21.6 BONUS

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965

21.7 DISCIPLINE

21.7.1 The Contractor shall be responsible for the discipline of his own laborers deployed under the service contract. In case of any loss to the BHEL CSU & FP Jagdishpur on account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

21.7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

21.7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

21.8 LEAVE WITH WAGES TO CONTRACT LABOUR

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.

21.9 SAFETY OF OPERATION

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide the following Personnel Protective Equipment (PPE) and Consumables, as applicable, to each laborer during execution of the contract, at his own cost:-

- One pair of Uniform within two weeks of start of contract and one pair within next six months.
- One safety helmet per annum, (within two weeks of start of contract)
- One pair of safety shoes along with two pairs of socks per annum, (within two week of start of contract).
- One pairs of leather hand gloves as per requirement.
- Two pairs of Ear plugs per month
- Cora cloth / Cloth Waste 1/2 Mt. per month
- One soap per month.
- Any other relevant safety PPEs, if required.

Quantities mentioned above are minimum and may increase depending upon operation / job and contractor has to provide these items at his own cost. Each PPE items should follow BHEL Safety Engineering Standards. The contractor shall maintain a register for record of above items.

21.10 SUPERVISION OF CONTRACTOR LABORERS:

The contractor shall appoint one identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility. The Contractor shall submit an authorization certificate to in name of his supervisor. No extra supervision charges shall be paid by BHEL.

21.11 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:

In case of medical emergencies faced by contract worker at work, medical facilities in the interest of the well-being of the worker shall be provided by BHEL. The decision of the doctors attending the emergency shall be final and binding. The cost incurred shall be deducted from the bills of the contractor. The Contractor shall complete the ESI formalities and BHEL shall submit claim of reimbursement of medical expenses to ESI. The amount reimbursed by ESI shall be paid back to the contractor.

21.12 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

21.13 GENERAL GUIDELINES TO CONTRACTOR:

- 21.13.1 The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- 21.13.2 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 21.13.3 All the workers should be provided with uniform & identity cards by the contractors. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition.
- 21.13.4 The contractor shall be responsible for the good conduct of his employees.
- 21.13.5 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 21.13.6 The Contractor shall arrange necessary Insurance cover/Personal Accident Policy as applicable for their staff. If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 21.13.7 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 21.13.8 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 21.13.9 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.

21.13.10 Accident occurred during the course of company's work should be reports by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the contractor.

21.13.11 The Contractor will have to indemnify BHEL against:

- (a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
- (b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
- (c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- (d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- (e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- (f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of appropriate value.



Corporate Identity Number (CIN)
L74899DL1964GOI004281

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BHARAT HEAVY ELECTRICALS LIMITED

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CSU & FABRICATION PLANT,

Industrial Area Jagdishpur, District : Amethi, UP-227817, India

ANNEXURE A

(to be made on Bidder's letter head)

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

Date:

Name & Signature of the bidder

(Seal)



Corporate Identity Number (CIN)
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ANNEXURE B

(to be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Date:

Name & Signature of the bidder

(Seal)



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ANNEXURE C

(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

(Signature of Authorized Signatory)



Corporate Identity Number (CIN)
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ANNEXURE D

(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-11dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date
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:

RsLacs

(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 is -----

----(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number

Seal of Chartered Accountant



Corporate Identity Number (CIN)
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Industrial Area Jagdishpur, District : Amethi, UP-227817, India

Format-1

TECHNICAL BID FORMAT

TABLE-I

S. No.	Description	Please Fill
1	Name of the Firm (Bidder)	
2	Address of the Firm (Registered Office)	
3	Name of Contact Person	
4	Contact Numbers	
5	Fax No., if any	
6	Email ID	

TABLE-2

Sl. No.	Description	YES / NO	Remarks
1	Earnest Money Deposit (EMD)		D.D. Number & Date.....
2	Tender Document Cost, if applicable		D.D. Number & Date.....
3	Signed and stamped copy of tender documents		Signed and stamped Copy of all pages (all sections) of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender
4	Un-Priced bid (<i>Price bid format without prices</i>)		Signed and stamped copy Blank price bid to be submitted
5	Documents against Qualifying Requirements		Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed
6	Authorization for signing Tender Documents		Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm
7	Signed and stamped copies of all Annexures		Signed and stamped Copies of all Annexures A, B, C & D (D if applicable) to be submitted on firm's letter head
8	Labour License Number		Copy of the License to be enclosed
9	PF Code Number		Copy of the Certificate to be enclosed



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10	ESI Code Number		Copy of the Certificate to be enclosed
11	PAN Number		Copy of the PAN Card to be enclosed
12	Income Tax Return (of last 3 yrs)		Copy of the ITR to be enclosed
13	Service Tax Registration Number		Copy of the Certificate to be enclosed
14	Validity of Offer		90 days from the date of tender Opening
15	Electrical License Number		Copy of the License to be enclosed

Please mention "NA" if not applicable.

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.

Date:

(Signature and Seal of Bidder)



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SECTION II

SPECIAL TERMS AND CONDITIONS

1.0 SCOPE OF WORK

ANNUAL MAINTENANCE CONTRACT FOR EOT CRANES AT FABRICATION PLANT

The nature of work shall comprise but not limited to the following for maintenance of cranes, their accessories, other associated installations & power supply system to ensure maximum availability of cranes.

The work mainly comprises of Preventive Maintenance (PM) and Breakdown (BD) maintenance and general up keeping of 09 nos. EOT Cranes, 01 nos. Gantry Crane & 03 nos. JIB cranes. All type of crane related maintenance work other than VVVF drive related work are required to be carried out by the contractor for 1 year on 2 shift basis including its supervision & execution part as well as emergency works during weekly off & holidays.

List of Cranes for AMC:

S.NO.	Description	Nos.
1	EOT Crane –10 Ton / 5 Ton	2
2	EOT Crane –20 Ton / 5 Ton	5
3	EOT Crane –50 Ton / 10 Ton	2
4	Gantry Crane 20 Ton	1
5	Jib Crane	3

1.1 Preventive Maintenance work

Preventive maintenance of all EOT cranes is to be done twice in a year. A check list / PM Schedule form provided by Maintenance section is required to be submitted back after proper filling & signing of the same by the contractor. Regular monthly check-ups is to be done to ensure safe & reliable operation of the cranes. All electrical / Mechanical / Hydraulic & Structural (Minor) maintenance is to be done by the contractor including its supervision & execution part.

General up keeping works:

- Troubleshooting of faults in cranes.
- Conducting Trial run after maintenance activity.
- Upkeep of railing, platforms, cabin, panels, etc.

1.2 Break down Maintenance work:

The work includes attending breakdowns promptly as and when reported daily. Breakdown Maintenance work for EOT Cranes shall be broadly categorized as under:



Corporate Identity Number (CIN)
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MECHANICAL:

1. General checking of the Crane.
2. Topping oil in the gear boxes & Greasing.
3. Checking lubrication of crane.
4. Lubrication of wire ropes.
5. Replacement of LT/CT wheels, all bearings, wheel shafts, couplings, pedestals, gears, etc.
6. Drive mechanisms - LT, CT and hoist motions, replacement of gear boxes, bearings, oil seals, gaskets, gears, input/output shafts, couplings, coupling bolts, drive shafts, pulleys, etc.
7. Wire Ropes - Replacement of worn out/broken/crushed/damaged wire ropes, arranging for wire rope clamps.
8. Hook block of hoists - Replacement of damaged / worn out hooks. Replacement of damaged / defective pulleys and any other damaged components of the hook blocks.
9. Checking and replacement of crane CT end stoppers on LT and CT motion.
10. Restoration of trolleys / EOT crane at the time of derailment.
11. Checking and repairing bogie system on end carriages and repairing damages to structures.
12. Checking, adjustment and replacement of brake units/ liners, springs, adjustment of studs etc.
13. Checking, tightening & strengthening of rail fixtures.

ELECTRICAL:

14. Replacement / minor repair of motors.
15. Replacement of fuses / fuse holders in electrical panels.
16. Replacement of contactors or contact points, if necessary.
17. Replacement of cables.
18. Repair / replacement of incoming mains switches on panel.
19. Replacement / checking of brake units.
20. Maintenance of junction boxes of CT, LT, MH, AH, Pendent, etc.
21. Repair / Replacement of cable trolleys.
22. Repairs / Replacement of floor operation push button pendent including push buttons
23. Repair / Replacement of master control switches.
24. Topping / Replacement of oils in brake units.
25. Tightening loose connection on terminal boards.
26. Checking / Repair / Replacement of CT, LT rotary and counter weight limit switches.
27. Repairs / Replacement of Hooter/ Crane Lights.
28. Attending breakdown of electrical nature.

ELECTRONICS:

29. Checking of Radio Remote Control System and Pendent System.
30. Minor repair / Replacement of remote control transmitter and receiver and Pendent.
31. Replacement of PCB or push buttons of RRC and Pendent in case of faults.
32. Replacement / Adjustment / Tuning of variable frequency drives (VVVF).

DOWN SHOP LEADS MAINTENANCE:

33. Cleaning of DSL lines.
34. Replacing / checking of current collectors.
35. Alignment of DSL lines.
36. Checking of power supply connections and DSL lines (Power feeding).
37. Repair / Replacement of power cables for DSL lines.
38. Replacement of indicating lights.
39. Tightening of Support structures and replacement.

EOT CRANE RAIL LINE MAINTENANCE:

40. Tightening of bolts on both sides of the rail line & rail fixtures.
41. Replacement of bolts and washers wherever missing.
42. Filling rail gaps by welding or keeping suitable rail pieces and grinding properly after welding.
43. Checking of end stoppers and welding / bolting rectification.
44. Cleaning of gantry walkways for removal of any unused / waste material.

1.3 Cleaning of Cranes:

All cranes platform / cabin to be cleaned two (during PM) times in a year at regular intervals to remove any kind of waste materials / dust / oils / grease, unused cables, etc.

- 1.4 Contractor shall arrange his own tools and tackles for preventive/ breakdown maintenance, removal, dismantling, assembling and reinstallation of hoist/ motor/ gear boxes/ LT & CT wheels.
- 1.5 Contractor shall maintain all records like work requisition forms, spares list, Logbook and all other records pertaining to his work.
- 1.6 Spares and components, including consumables, welding / cutting machines with consumables electrodes, gas facility and electricity shall be provided by BHEL free of cost.
- 1.7 Contractor must be equipped with sufficient test equipment, Pulley Blocks, Hook-Chook (Pulling machine), Requisite tools & tackles for AMC work (set of Spanner, Allen key, Screw driver, Pliers etc), bearing puller, jack, multi meters, tongue- tester, etc. needed for normal mechanical / electrical repairs of cranes.
- 1.8 A Daily breakdown report and monthly breakdown report, Preventive Maintenance Completion report and report of major work is to be submitted to the Maintenance In charge.

1.9 Miscellaneous crane maintenance activities:

- 1.9.1 Collection of spares /material from various stores to work place/site shall be carried out by contractor.
- 1.9.2 Cleaning, stacking, sorting, handling and upkeep of crane maintenance stores, work center stores shall be carried out by contractor.
- 1.9.3 Salvaging/repair work of crane spares & other crane items shall be carried out by contractor.
- 1.9.4 In case of urgent breakdown, the contractor shall have to retain their staff as per the requirement, BHEL will not pay any compensation on this account.

1.9.5 It will be responsibility of the contractor to give requirement of spare parts from time to time well in advance.

1.10 VFD & PLC are not covered under the purview of this contract.

1.11 All other work not specified above but essentially required for maintenance of EOT Cranes as per instruction of Engineer in-charge shall be covered in the Contract.

2.0 PREVENTIVE MAINTENANCE SCHEDULE FOR ONE YEAR

S.N.	PARTICULAS	QTY.	FREQUENCY OF WORK
1	Preventive Maintenance of EOT Cranes /Gantry Crane/Jib Cranes	13	Half Yearly
2	Cleaning Work of EOT Cranes/ Gantry Crane/Jib Cranes	13	Quarterly
3	Checking of Limits of EOT Cranes/ Gantry Crane/Jib Cranes	13	Monthly

3.0 PENALTY:

3.1 Non completion of preventive Maintenance as per schedule for the reason attributable to contractor will attract non-refundable penalties as given below.

S. No.	Particulars	Rate/Crane (Rs.)
1	PM of EOT Cranes - 50 T	4500.00
2	PM of EOT Cranes/ Gantry Cranes - 20 T	3000.00
3	PM of EOT Cranes - 10 T	2500.00
4	PM of Jib Cranes – 3 T	500.00

However the contractor has to complete the left out Preventive Maintenance in the next month or as directed by Engineer In-Charge Crane Maintenance. The left out crane shall automatically be kept as pending crane in the next month or in the month as per the direction of Engineer In-charge , Preventive Maintenance schedule and the afore said penalty clause shall be applicable on it.

3.2 If found that check list has not been filled up while carrying out PM work at site then 25% amount stated above shall be deducted from the bill amount.

3.3 If backlog / repair for cranes remain un-repaired other than due to non-availability of spares or due to valid reason which is accepted by In-charge Crane Maintenance for more than 05 days, the firm is liable to be penalized @ Rs. 50.00 each late day after plan date, subjected to a maximum of Rs.500/- in each case, which will be deducted from their bills.



Corporate Identity Number (CIN)
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3.4 Minimum average 6 x (No. of working days in the month) mandays shall be ascertained by contractor in a month, where 6= 4 SW +2 USW. A penalty of Rs. 200 on and above the minimum wage shall be imposed for each short mandays. However minimum monthly mandays requirement include the manpower deployment only on working days. It shall not include the manpower engaged on Sundays, Holidays and on overtime basis on working days.

3.5 **Poor Quality of Preventive Maintenance:** The firm is liable to be penalized for poor quality of work for reason attributable to contractor by deducting Rs.1000/- per EOT Crane, if faults occur in the major assemblies of the equipment that has been covered under preventive maintenance check list within a month of preventive maintenance.

4.0 DEPLOYMENT OF MANPOWER:

4.1 Contractor shall deploy qualified, experienced manpower as clearly indicated in Annexure-D along with copy of certificated authorization prior to start of execution. Any change/ replacement during execution will be with the prior permission from the Engineer-in-Charge.

4.2. Fitter/ Electricians /Welder shall be deployed by the contractor to carry out the work smoothly & safely.

4.3 Contractor shall make arrangement for accommodation of their staff at their own cost. BHEL will not provide accommodation to the staff.

4.4 Contractor shall provide necessary personal protective equipments to the staff and ensure the proper use of the equipments. Contractor shall be responsible for safety of their staff.

4.5 It is expected that contractor will give preference to the staff having prior experience of working at CSU&FP plant.

4.6 Contractor shall ensure deployment of following experienced staff on all days on two shifts basis including Sundays and Holidays as per Engineer-in – Charge.

Total minimum skilled workers: 04 Nos. per day.

Total minimum unskilled worker: 02 Nos. per day.

4.7 Any addition or reduction in above shall be as per actual site & work requirement.

5. SUPERVISION & EXECUTION OF WORK RELATED TO CRANE MAINTENANCE:

5.1 Maintaining record of all the consumables being consumed on day to day basis and produce the same to the Engineer In-charge as and when sought.

5.2 Ensuring 100% jobs to be performed are mentioned in daily log-book.

5.3 Redirecting crane maintenance staff on emergency or urgent maintenance jobs as per priority and instructions of Engineer In-charge crane maintenance.

5.4 Checking 100% work at site for work quality and completeness.

5.5 Checking preventive maintenance activities against a crane's break down history to ensure good coverage of PM check points.

5.6 Taking feedback from workers on work performed, taking corrective/ preventive measures and reporting status to Engineer In-charge crane maintenance.

5.7 Planning PM activities for zero failure (break-down)/ complaints.

5.8 Evaluating cranes break down status and understanding situations and discussing the same with the Engineer In-charge crane maintenance.

5.9 In-charge work center shall be responsible for preparing drawings, hand sketch/ report writing/ taking shut-downs in writing/ close supervision of work going on/ planning schedule of actions for work order/ registration number mentioned in daily log-book.

5.10 Referring check lists for checks points for nuts, bolts, lubrication, transmission, motors, LT & CT brakes and hoisting mechanism.

5.11 Ensuring that workers are checking the maintenance work and guiding their staff in doing quality and completeness of work.

5.12 Checking cranes for any looseness, vibration, leakage and missing crane part as per plan.

5.13 Ensuring good lubrication, cleaning, and bolt tightening regularly.

5.14 Ensuring 100% cranes under break downs are closed within 8 hours from the date and time of reporting in prescribed format.

5.15 Ensuring that no loose item is left/kept either on the cranes or the walkway near the EOT crane rail track by any of the crane maintenance staff.

5.16 Ensuring safety of all its staff by using PPE's and following safe practices.

6.0 Contactor shall report daily to in-charge crane maintenance with following details:-

6.1 Daily Breakdown report.

6.2 Status of scheduled PM activities going on.

6.3 Cranes reported for break down, action planned and deployment of staff for the day with attendance of B shift of previous day and 'A' shift of current day.

6.4. Action on critical cranes work taken up based on priority / urgency indicated by Engineer In-charge crane maintenance.



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6.5 Status of backlog work clearance where crane is working and problem pending.

6.6 Status of activities related to cleaning and upkeep of cranes & Rail track maintenance

6.7 Status of activities related to cleaning, stacking, sorting, handling and upkeep of stores.

6.8 Status of salvaging / repair work of crane spares & important items carried out.

7. LOCATION/ COVERAGE OF CRANES UNDER CONTRACTORS SCOPE:

Contractor has to maintain all the EOT/all types of Jib/Gantry Crane etc., Radio Remote Control System (on EOT Cranes), Drives, DSL, PDB's & EOT Crane Rail Tracks already installed at BHEL –FP Jagdishpur.

8. CONTRACTOR'S RESPONSIBILITY & OBLIGATION:

8.1 Contractor shall carry out the work at his own risk, finance, material human resources and supervision.

8.2 Payment of work shall be made to the contractor on the basis of work carried out on measurement basis.

8.3 Contractor shall undertake to carry out specific work within a given time frame.

8.4 Contractor shall have supervision on the conduct of his employees. Any violation of safety norms and misconduct by any of his employees/contractor may result in cancellation of Gate pass of that employee/contractor.

8.5 Contractor shall provide safety appliances, uniform and safety shoes to his employees. The contractor shall follow Safety measure for carrying work at heights, handling chemical cleaning agents as per Labour Laws.

The contractor shall ensure that all the employees are in neat and tidy uniform with logo of contractor's firm on it. The contractor shall ensure that all its employees are in uniform and safety shoes on daily basis. Minimum two sets of uniforms and a pair of safety shoes shall be provided to its each employee.

8.6 Contractor shall supply tools, tackles and necessary measuring instruments to his employees for smooth working on day to day basis. However in special circumstances tools and other measuring instruments if available and if can be spared may be provided by us free of cost on returnable basis.

8.7 Contractor shall submit a copy of challan for deposition of Provident Fund along with a list of contract labor and ECR sheet.

8.8 Contractor shall accept instructions from the Engineer In-charge crane maintenance/ authorized representative of BHEL.

8.9 Contractor shall decide number of staff to be deployed for execution of work which will not be less than minimum requirement indicated. Contractor has to deploy more no. of staff as and when required on the instruction of Engineer In-charge crane maintenance.



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8.10 Contractor shall submit a copy of wage bill towards payments made to his staff.

8.11 Contractor shall pay minimum wages throughout the contracted period to his all staff as per BHEL prescribed rate in their bank account. BHEL declared wage rates are revised from time to time. Contractors are advised to be clear about wages to be paid to their staff. The prevailing wage rate of labor (per day) are as follows: **USW - Rs. 356.07, SW - Rs. 485.69** (including additional wages given by BHEL). The wage rate may be revised in a year. Payment of bonus@ 8.33% and leave/ holiday @ 8.33% to the workmen will be paid by contractor as per act/ labor law. PF/ ESI & Adm. Charges etc. are to be deposited by contractor as per relevant labor laws. Payment shall be released after submission of payment records and deposit slips. Payment of PF, ESI, Leave & Bonus shall be made as per actuals.

9.0 QUALIFYING CRITERIA

The bidders should fulfil following qualifying criteria:

9.1 The firm must have experience in carrying out maintenance (preventive & break down) of minimum 5 nos. EOT Cranes in 1 (One) location i.e. in any single plant/ manufacturing unit. Among this 5 Nos. cranes being maintained, at least 2 Nos. should be of 20 Ton or above capacity.

9.2 Experience of having successfully completed similar work as detailed in clause 9.1 above, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

Three similar completed works each costing not less than an amount equal to Rs. 5.40 Lakhs.

Or

Two similar completed works each costing not less than an amount equal to Rs. 6.70 Lakhs

Or

One similar completed work costing not less than an amount equal to Rs. 10.70 Lakhs.

9.3 Average Annual financial turnover during the last 3 years, should be at least 4.00 Lakhs. Self-attested Audited Balance Sheet and Profit & Loss statement as on 31st March for last three years ending on 31/03/2014 to be submitted.

9.4 The bidder should meet all statutory requirement of Central/ State Govt. Like PF, ESI, PAN, Labour License, Service Tax Registration etc. as may be applicable. Self-attested photocopy of the relevant documents to be submitted by the bidder in fulfilment of this criterion.

Note:

a) Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

b) The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

c) Bidder's Experience of In- house maintenance of EOT / gantry Cranes of their own plant shall not be considered.



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SECTION III

FORMAT -2

PRICE BID FORMAT

NIT No. : BHEL/FP/WEX/15-16/01 dated 24.04.2015

Bidders should quote price bid in following format only-

Sl. No.	ITEM DESCRIPTION	RATES (Rs.)
A	Cost per month for scope of work at Section-II	
B	Total Cost for 12 months (01 Year) (A X 12)	

Grand Total in Words:

Note:

1. Rates to be quoted in figures and words by the Contractor. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
2. The rate quoted should be kept **firm** during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor. Contract shall anticipate such hike and quote in the tender.
3. Rate quoted above shall be inclusive of minimum wages as per govt. rules, **additional wages as per BHEL rules**, statutory requirements like PF & ESI, Uniform, shoes, PPEs, leaves/holiday wages, bonus, machinery charges, Consumable cost, supervision charges and all other charges as per scope of work exclusive of service tax. **Service tax shall be paid extra at actual.**
4. L-1 bidder shall be decided on the basis of Total Cost to BHEL

(Signature and Seal of bidder)