
TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/PSNR SITES/CRANES O&M/970

FOR

“Rate contract for providing services of regular operation, routine maintenance & minor breakdown repairs of cranes at various BHEL-PSNR Project sites”

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
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TENDER NO. BHEL/NR/SCT/PSNR SITES/CRANES O&M/970

IMPORTANT NOTE

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.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

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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	<i>BHEL/NR/SCT/PSNR SITES/CRANES O&M/970</i>
ii	Broad Scope of job	Rate contract for providing services of regular operation, routine maintenance & minor breakdown repairs of cranes at various BHEL-PSNR Project sites.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i> <i>Applicable</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <i>Applicable</i>
iv	Issue of Tender Documents	<ol style="list-style-type: none"> 1. <u>Sale from BHEL PS Regional office at :</u> Start : 27/08/14 , Time : 0900 HRS Closes: 17/09/14 , Time :1200 HRS 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission. <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 17/09/ 2014 , Time : 1500 HRS Place : Noida <i>Applicable</i>
vi	OPENING OF TENDER	Date : 17/09/ 2014 <i>(within 2 hours of the latest due date and time of offer submission).</i> <i>Applicable</i>

		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/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 06/09/2014 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 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 Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl. No. iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. 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 superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference

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		
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>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.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
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 Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (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		
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER)</p>	

	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 OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) 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 – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

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

SPECIAL NOTE: 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.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders:

Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)

- i). Total number of Packages

Total number of Packages in hand = P

Where

- 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (**under execution/** executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(**Note:** For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)

- i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
- Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (ie $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
- Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (ie $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (ie ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')
- Overall Performance Rating ' R_{BHEL} ' for the similar Package/Packages (under execution/** executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):

Aggregate of Performance scores for all similar packages in all the Regions

$$= \frac{\text{Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions}}{\text{Aggregate of Performance scores for all similar packages in all the Regions}}$$

e) Bidders to note that the risk of non evaluation or non availability of the ‘Monthly Performance Evaluation’ reports as per relevant formats is to be borne by the Bidder

f) Table showing methodology for calculating ‘a’, ‘b’ and ‘c’ above

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No of similar packages for all Regions = P _T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which ‘Monthly Performance Evaluation’ as per relevant formats should have been done in the ‘period of assessment for corresponding similar Package (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... S _{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

ii) Calculation of Overall ‘Performance Rating’ (R_{BHEL}) in case ‘similar Package/Packages’ for the tendered scope ARE NOT AVAILABLE, during the ‘Period of Assessment’:

This shall be obtained by summing up the ‘Monthly Performance Evaluation’ scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ‘R_{BHEL}’ shall be calculated subject to availability of ‘performance scores’ for at least 6 ‘package months’ in the order of precedence below:

- a) ‘Period of Assessment.
- b) 12 months preceding the cut-off month
- c) 24 months preceding the cut-off month
- d) 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as ‘NEW VENDOR’. Further eligibility and qualification of this bidder shall be as per definition of ‘NEW VENDOR’ described in ‘Explanatory Notes’

iii) Factor “L” assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions.:

Sl no	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and \leq 65	0.4
3	> 65 and \leq 70	0.35
4	> 70 and \leq 75	0.25
5	> 75 and < 80	0.2
6	\geq 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L'
i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = '1'$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(where P is calculated as per clause 9.1)

IV. Explanatory note:

- Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- Identified Packages (Unit wise)

Table-1

	Civil	Electrical & CI	Mechanical
	i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management xi). Material Handling & Material Management xii). Others (Mechanical)

- c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.

- d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R_{BHEL}'** only, starting from the upper band.
- e) 'Under execution' shall mean works in progress as per the following:
- i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries
 - ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)
 - iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.
- Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.
- f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.

- 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 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 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Not used**
- 24.0 The bidder shall submit 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 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

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

- 28.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings’, ‘Vendor evaluation format’, ‘Quality, Safety & HSE guidelines’, etc may undergo change from time to time and the latest one shall be followed.

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

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

Type under MSE	SC/ST owned	Others
Micro		
Small		

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

MSE suppliers can avail the intended benefits only if they submit along with the offer, or before price bid opening, attested copies of either EM-II 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 Annexure - 3) 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 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.

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

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

30.0 **Order of Precedence**

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

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

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Chartered Accountant certificate for MSMED
04. Annexure-4: General Terms and Conditions of Reverse Auction (RA)
05. Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB.	"Rate contract for providing services of regular operation, routine maintenance & minor breakdown repairs of cranes at various BHEL-PSNR Project sites."
TENDER NO.	BHEL/NR/SCT/PSNR SITES/CRANES O&M/970

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>1. <u>BIDDER QUOTING FOR ONLY CATEGORY-A:</u> Bidder should have executed at least one job of operation & maintenance of 75 MT or above capacity crane in last seven years as on last day of month previous to the one in which applications are invited.</p> <p>2. <u>BIDDER QUOTING FOR ONLY CATEGORY-B:</u> Bidder should have executed at least one job of operation & maintenance of 100 MT or above capacity crawler crane in last seven years as on last day of month previous to the one in which applications are invited.</p> <p>3. <u>BIDDER QUOTING FOR ONLY CATEGORY-C:</u> Bidder should have executed at least one job of operation & maintenance of 150 MT or above capacity crawler crane in last seven years as on last day of month previous to the one in which applications are invited.</p> <p>4. <u>BIDDER QUOTING FOR ONLY CATEGORY-D:</u> Bidder should have executed at least one job of operation & maintenance of 200 MT or above capacity crawler crane in last seven years as on last day of month previous to the one in which applications are invited.</p> <p>(Separate contract of maintenance and operation for above shall also be considered. Bidders already executing O&M of cranes for minimum last 3 years for BHEL can submit copy of WO from BHEL to qualify against quoted category of cranes).</p>	Applicable
C C-1	<p><u>FINANCIAL TURNOVER</u></p> <p>a) Bidder should have an average annual turnover of minimum</p> <ul style="list-style-type: none"> • Rs.6.6 Lacs for quoting category-A only • Rs.14.01 Lacs for quoting category-B only • Rs.12.42 Lacs for quoting category-C only • Rs. 2.70 Lacs for quoting category-D only 	Applicable

	<p>during preceding three financial years i.e. 2010-11, 2011-12 and 2012-13.</p> <p>b) Bidders who wish to quote for more than one category should have an average annual financial turnover which results after summing up the turnover against individual category given at (a) as above during preceding three financial years i.e. 2010-11, 2011-12 and 2012-13. (e.g. bidders quoting rates for category 'A' and 'C' should have a turnover of Rs. 19.02 lacs. Bidders quoting rates for all four categories should have a turnover of Rs. 35.73 lacs.</p> <p>The bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.</p>	
C-2	<p><u>NETWORTH</u></p> <p>Net worth of bidders based on the latest audited accounts, as furnished for C-1 above, should be positive.</p>	Applicable
C-3	<p><u>PROFIT</u></p> <p>Bidder must have earned cash profit in any one of the three financial years as applicable in last three years defined in C-1 above based on latest Audited accounts.</p>	Applicable
D	Assessment of capacity of Bidder to execute the work as per sl. no.9 of NIT	Not Applicable
E	Approval of customer	Not Applicable
F	Consortium Criteria	Not Applicable

Explanatory Notes:-

1. Relevant documents, meeting above requirements shall be submitted by bidders.
2. "Executed" means, the bidder should have completed the job specified in the Technical criteria of PQR.
3. If the qualifying work is completed in the seven (7) years period specified in sl. no. B, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.

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

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

19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

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

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

Further verified from the Books of Accounts that the investment of the company
 as 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:

Rs Lacs

The above investment of RsLacs is within permissible limit of
 Rs..... Lacs for Micro / Small (**Strike off which is not applicable**)
 Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE - 4**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

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

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

provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

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

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

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

TECHNICAL CONDITIONS OF CONTRACT

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

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

CATEGORY - A					
SL.NO.	CRANE TYPE	MAKE	MODEL	CRANE SL.NO.	PRESENT LOCATION
1	75 MT Tyre Mounted	TIL	RT 880	405157	Tapovan
2	75 MT Crawler	TATA	TFC280	280-C-1224	Gadarwara
3	75 MT Crawler	TATA	TFC280	280-C-1223	Gadarwara
4	75 MT Crawler	TATA	955ALC	9928	Parbati

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

CATEGORY - C					
SL.NO.	CRANE TYPE	MAKE	MODEL	CRANE SL.NO.	PRESENT LOCATION
1	200 MT Crawler	MANITOWOC	888	8881155	GVK Goindwal
2	250 MT Crawler	KOBELCO	CKE-II 2500	JD04-02356	Lalitpur
3	250 MT Crawler	KOBELCO	CKE-II 2500	JD04-02493	Bara
4	250 MT Crawler	KOBELCO	CKE-II 2500	JD04-02411	Lalitpur
5	270 MT Crawler	MANITOWOC	2250	2251188	Anpara
6	270 MT Crawler	MANITOWOC	2250	2251257	Anpara
7	270 MT Crawler	MANITOWOC	2250	2251266	Bara

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

1.0 SCOPE OF WORK

- 1.1 **Providing Crane Operator, Maintenance Personnel and Helper services** for BHEL cranes at various sites on regular monthly basis.
- 1.2 **Carrying out Day-To-Day Routine (Fuel, Lubricants top up etc.) & Periodic Preventive (replacement of filters, lubricants etc.)/Running as well as minor break-down Maintenance/servicing** of BHEL owned Cranes as per Operation & Maintenance manual of respective cranes and as directed by BHEL Site Engineer, through deployment of Crane Category-wise Manpower on a regular Man-Month Rate basis, based on actual requirement. A Brief list of maintenance activities to be performed on daily basis is mentioned in clause 3.0.
- 1.3 **Extending and reducing Boom and Jib lengths** as and when required as per the instructions of BHEL Engineer.
- 1.4 **Troubleshooting of all minor hydraulic, electrical and mechanical breakdowns** and attending the problems as per requirement.
- 1.5 Any other small repairs to prevent any deterioration of equipment condition like paint touch up at peeled off/rusted portion of boom/jib pieces and inserts after thorough cleaning of the affected area etc. shall be in the scope of bidder. Consumables etc. for this purpose shall be arranged by BHEL.
- 1.6 Overhauling and major repairs that requires outside workshop facilities like press machine, machining, cutting, welding, grinding etc. and or any other expertise shall be excluded from the scope of the bidder.
- 1.7 **All normal tools, cleaning consumables such as cotton waste, jute, emery paper, rustoline, kerosene etc. as may be required for daily maintenance of the crane shall be in contractor's scope. However, BHEL shall provide any special tools, if required.**
- 1.8 BHEL shall arrange OEM supervision for major repairs, however bidder's personnel deployed at site shall be engaged in repair activities.
- 1.9 Bidder shall coordinate for carrying out under warranty inspection and repairs as per warranty scope, terms & conditions of Original Equipment manufacturer (OEM).
- 1.10 Local transportation for to and fro movement for personnel deployed at site and their local accommodation shall be arranged by contractor within the quoted rates.
- 1.11 In case deputed personnel goes on long leave (> 7 days) or leaves the services without informing BHEL, the contractor shall make suitable alternative arrangements within 3 days of service

interruption at his own cost, including travel expense. In case contractor fails to provide above-mentioned services as desired by BHEL, BHEL shall have the right to hire such services from other agencies at the risk and cost of the contractor.

- 1.12 During leave of any regular person, necessary competent personnel is to be arranged by the contractor, after taking prior permission from BHEL, without any additional cost to BHEL, so that the work is not hampered at site.
- 1.13 Any loss or damage to BHEL or customer's properties due to negligence of the crew employed by the contractor is attributable to the Contractor. BHEL shall not be responsible for any accident/injury to the contractor's crew/staff during operation or otherwise. Contractor has to assume full responsibility of the safety of their crew/staff and to comply with security/safety regulations of BHEL and others site.
- 1.14 Contractor shall have to arrange entry gate pass for their crew/staff at the Construction plant site. Necessary support concerning forwarding of documents shall be given by BHEL.
- 1.15 The contractor shall comply with the Plant security regulations in force at site in entry, exit, movement & working inside the plant premises. The bidder shall also ensure that all persons engaged by him for the work behave properly with BHEL and their client. In case of any reported misbehavior; contractor shall immediately withdraw such employee/person from work.
- 1.16 Contractor shall ensure that payment and dues admissible to their crew deployed at site are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to the crew. Such payments shall be back charged/recovered from bills of the contractor. On demand by BHEL, the contractor shall furnish pay roll sheet giving details of all payments made to the crew, duly signed by contractor.
- 1.17 In case the performance of any member of the crew is found to be unsatisfactory at any site, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable person from the date he has been notified as unsatisfactory. Replacement of such persons shall have to be arranged by the contractor within 3 days.
- 1.18 In case any member of the crew is found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL shall have right to decide to release/ not to release payment for services provided by such person. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 1.19 The contractor shall arrange for medical facilities and insurance for his personnel at his own cost.
- 1.20 All requisite facilities at site (boarding/ lodging) shall be in the scope of the Contractor. All statutory requirements like EPF, insurance of contractor's personnel, ESI etc. need to be fulfilled by the contractor and shall be in their scope. The Contractor shall indemnify BHEL against Compensation liability on account of any accident/eventuality at site and guarantees that such expenses if occasioned due to any eventuality shall be borne by the Contractor at no extra cost to BHEL.

- 1.21 The contractor's crew shall report to the Construction Manager or to the engineer nominated by him on a daily basis at site. **Contractor shall also nominate a person reporting to FEX/PSNR, Noida and shall update all the activities in progress at all sites.**
- 1.22 The contractor shall carry out jobs as per site engineer's specific requirement by considering the safety measures like wind speed, work area surroundings etc. wherever there is requirement of SWP (safe work permit) before carrying out any activity relating to O&M of equipment, contractor shall comply with such requirements.
- 1.23 Contractor's operational supervisors and operators shall study and understand the risk involved at the site and on the equipment/vehicle with respect to work in executing the job and if any complication perceived, it should be brought to the notice of EIC/ site area manager before starting the job.
- 1.24 The contractor shall ensure that all newly recruited staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field. Record for the same shall be submitted regularly to Site Engineer.
- 1.25 The contractor shall ensure that their operator / drivers should possess valid license and SDP (safe driving permit) and should comply with any other instructions of Site Engineer regarding safe operation of equipment.
- 1.26 The contractor shall ensure that only authorized operator occupy operator seat and operate the equipment. In case any person other than authorized is found operating the crane, the crane operator shall be liable for immediate dismissal and the contractor has to replace the operator within 7 days.
- 1.27 The contractor shall carry out maintenance of equipments as per best engineering practices and ensure periodic scheduled maintenance of each equipment as per the OEM manual or as instructed by Site Engineer.
- 1.28 The contractor shall provide Personal Protective Equipments (PPEs) for their crew as per site requirement. These personnel shall be liable to follow all safety norms at site during performance of work and in case of noncompliance of above, **penalty as decided by BHEL** may be imposed for each case on the occasion of surprise check.
- 1.29 HOLIDAYS shall be as observed by BHEL at Site and normally Sunday or any one day a week shall be considered as holidays. However, in exigency, the crane may be required to be operated/ maintained/ serviced on such holidays. In such cases contractor shall ensure availability of their crew at site.

2.0 SPECIAL CONDITIONS

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

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

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

- 2.2 Purchase of minor spares in case of any requirement/ urgency, on consultation/approval with BHEL is included in the scope of bidder. Minor spares/items net costing less than or equal to Rs.5000/- from local agencies shall be arranged by bidder and supplied to site with original bills. The payment of the supplied items shall be done on certification of BHEL Site Engineer at actual cost plus 5% of net item procurement cost exclusive of taxes and duties as service charges and courier charges as actuals, if applicable on production of bill.
- 2.3 If any minor repair work on small item/component which can be carried by hand is required to be carried out in workshop outside plant premises within 100 km distance from site, then the same shall be carried out by the contractor and expenditure shall be reimbursed at actual on producing the bill plus 5% of the bill amount over & above the bill as service charge. For heavier items/component, transportation shall be arranged by BHEL site and no service charges over & above the actual expenditure shall be paid.
- 2.4 For any exigencies during execution of the contract, for requirement at any location other than place of work / site (for outstation tours only), if desired and instructed by BHEL Engineer, the contractor shall have to provide Consultancy/crane operation /maintenance services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred for such work for person deputed, as below.
- (a) Travel expenses at actual shall be paid (limited to Sleeper Class to and fro train fare) with reservation /supplementary charges etc. subject to furnishing details regarding ticket numbers, journey details, amount of fare etc.
 - (b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ share taxi fare for local journeys at out station) as permitted by the BHEL Engineer.
 - (c) Accommodation shall be arranged by BHEL. If BHEL does not provide accommodation, per night accommodation charges shall be reimbursed at actuals to contractor on production of hotel bills limited to Rs.800/- for metropolitan cities and Rs.500/- for any other place. In case of such travels, respective person shall not be considered as absent from site and monthly rates as applicable shall be paid.
- The movement of Contractor's personnel outside construction site shall be subject to prior approval of BHEL Construction Manager.
- 2.5 **Contractor shall maintain records in consultation with Site Engineer and submit following documents to Site Engineer as well as copies to FEX/ PSNR, Noida on monthly basis.**
- (a) Spares availability/ Consumption/ Requirement Report on monthly basis (As per format Annexure – I).**
 - (b) Daily Crane Utilization Log sheet of each crane (As per format Annexure – II).**
 - (c) Monthly Crane Utilization Report (As per format Annexure – III).**
 - (d) Monthly Crane Maintenance Report (As per format Annexure – IV).**
 - (e) Monthly Consolidated Report (As per format Annexure –V).**

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

- a) All spare parts for day-to-day preventive as well as break down maintenance.
- b) All crane consumables like Lubricants, Hydraulic oils, Grease, Coolant, Cardium compounds etc. except as mentioned in clause 1.7.
- c) Space for temporary office construction or space in store office shed for staff, tools, spares etc. & parking of small capacity cranes.
- d) Extra manpower as helper if required, for boom shortening & lengthening, Jib assembly, dismantling.
- e) Wooden / Concrete sleepers for placing the crane assemblies.

3.0 MANPOWER REQUIREMENT

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

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

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

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

4.0 ELIGIBILITY CRITERIA FOR DEPLOYMENT

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

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

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

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

- 4.3 **HELPER/ RIGGER:** Shall remain associated with the crane during operation, servicing/ maintenance and troubleshooting activities on day to day basis as per requirement and should have sufficient experience of the same. Age of the helper deployed shall be min.-21 years and max.-40 years.

- 4.4 **Necessary documentary evidence shall be provided for each member as mentioned in clause 4.1 to 4.3 above. They must be deployed at site only when BHEL is satisfied with the experience of the same. Bidder shall take prior permission from FEX/PSNR, Noida before replacing/ shifting any manpower of O&M team.**

- 4.5 **MEDICAL/ PHYSICAL FITNESS:** The contractor shall arrange for pre-employment medical check for all the personnel deployed against this contract and shall submit records for the same. The personnel to be deployed should possess good health, should be well behaved and polite in nature. Yearly eye vision test of operator is must and test report is to be submitted to site Engineer by contractor. Other medical tests at such periodicity as prescribed under schedule-VII of "BOCW Act, 1996" shall also have to be arranged by the contractor for all crane operators deployed under this contract.

5.0 RATE SCHEDULE & EVALUATION OF TENDER

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

CATEGORY OF CRANES	OPERATOR	MAINTENANCE PERSONNEL	HELPER	MONTHLY RATE
CATEGORY - A	35%	48%	17%	100%
CATEGORY - B	58%	25%	17%	100%
CATEGORY - C	57%	25%	18%	100%
CATEGORY - D	61%	26%	13%	100%

Note:-

- Above mentioned fixed monthly rates shall be applicable throughout the contract period as well as during extended period, if any.
- Copies of all the documents as mentioned in clause 2.4 a) to 2.4 d) (Annexure – I,II,III,IV) and a proof of mail or courier slip that these formats have been sent to FEX/PSNR, Noida is required to be submitted along with the bill.
- The contractor shall submit his monthly RA bills with all the details required by BHEL (including monthly attendance, overtime etc. certified by BHEL Site Engineer) on specified date every month covering progress of work in all respects and areas for the previous calendar month
- Paying Authority shall be the Construction Manager of the Site. Any change in the paying Authority shall be intimated to the Contractor accordingly.

6.0 DEPLOYMENT DETAILS AND CONTRACT PERIOD

- 6.1 The contract period of O&M services shall be effective for a period of One year from the date of LOI. BHEL shall reserve the right to extend the contract period for a further period of One year or less under the same rates, terms and conditions. However, such extension is subject to the acceptance of Contractor's satisfactory performance rendered at BHEL sites. All rates shall remain firm throughout the tenure of the contract. However, BHEL at any time can terminate the service contract by giving one month notice period in case service provided is not satisfactory. Also BHEL reserves the right to short close the contract with a notice period of 60 days, without assigning any reason.

- 6.2 The O&M crew shall be deployed tentatively at site from November 2014 onwards. However prior intimation shall be given by BHEL as per requirement. The contractor is required to provide manpower as desired by BHEL within 15 days from the date of intimation.

7.0 TERMS OF PAYMENT

- 7.1 Based on man months deployed and certification by Construction Manager at site, monthly payment shall be released to the contractor on pro-rata basis.
- 7.2 The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile.
- 7.3 BHEL shall release payment through Electronic Fund Transfer (NEFT)/RTGS. In order to implement this system, Contractor shall furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats.
Note: BHEL may also choose to release payment by other alternative modes as applicable

8.0 TAXES AND DUTIES

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services.

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

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

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

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and

4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the breakup of all values for each nature of Service.

Name and address of the contractor should be same in the service tax invoice and monthly bill. Any change in the name and address in past should be supported by documentary evidence duly certified by the registering authority.

Purpose of above requirements, interliad, is to enable availment of Cenvat credit by BHEL. As per recent amendments, Time restrictions for taking Cenvat credit is within six months from date of invoice. Wherever Cenvat credit could not be availed by BHEL within statutory time limit of 6 months due to delay in submission of invoices or for any other reasons attributable to contractors, Liability towards loss of such Cenvat credit shall be passed on to contractors.

The bidder who do not accept and comply with above provisions, are liable to be rejected against this tender.

9.0 PRICE VARIATION AND OVER RUN CHARGES

The rate quoted by bidders shall remain firm during contract period and extended period, if any. No overrun charges & price variation shall be payable/ recoverable.

10.0 SECURITY DEPOSIT

Security Deposit shall be applicable as per GCC clause 1.10.

11.0 MODIFICATION/ DELETION OF GCC & SCC CLAUSES:

<u>STANDARD GCC CLAUSES</u>	<u>MODIFICATION/ DELETION OF GCC CLAUSES</u>
2.6 MEASUREMENT OF WORK AND MODE OF PAYMENT	Only Clause No. 2.6.1 is applicable. Clause 2.6.2 to Clause 2.6.11 Not Applicable
2.8.6 While BHEL would pay the inspection fees and Registration fees of Boiler/Electrical Inspectorate, all other arrangements for site visits periodically by the Inspectorate to site, Inspection certificate etc. will have to be made by contractor. However, BHEL will not make any payment to the inspectorate in connection with contractor's Welders/Electricians qualification tests etc.	Not Applicable
2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION	Only Clause No. 2.9.4 is Applicable
2.10 TIME OF COMPLETION	This clause is included with modification in clause no.6.0 of TCC.
2.11 EXTENSION OF TIME FOR COMPLETION	Not applicable
2.12 OVERRUN COMPENSATION	Not Applicable
2.13 INTEREST BEARING RECOVERABLE ADVANCES	Not Applicable
2.14 QUANTITY VARIATION	Not Applicable
2.15 EXTRA WORK	Not Applicable
2.16 SUPPLEMENTARY ITEMS	Not Applicable
2.17 PRICE VARIATION COMPENSATION	Not Applicable
2.22 RETENTION AMOUNT	Not Applicable
2.23 PAYMENTS	This clause is included with modification in clause no.7.0 of TCC.
2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP	Not Applicable

<u>STANDARD SCC CLAUSES</u>	<u>MODIFICATION/ DELETION OF SCC CLAUSES</u>
1.0 INTENT OF THE SPECIFICATION	Only Clause No. 1.5 Applicable, Clause 1.1 to 1.4 and clause 1.6 to 1.7 not applicable
2.0 GENERAL SERVICES TO BE RENDERED BY THE BIDDER	Only Clause No. 2.9 is Applicable
3.0 GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)	Not Applicable
4.0 OBLIGATIONS OF CONTRACTOR	Only Clause no.4.2.2.12 is applicable. All other clauses are not applicable.
5.5 Contractor shall provide at different elevation suitable arrangement for urinal and drinking water facility with necessary plumbing & disposal arrangement including construction of septic tank. These installations shall be maintained in hygienic condition at all times.	Not applicable.
6.0 MATERIAL HANDLING, STORAGE AND PRESERVATION ETC.	Not Applicable
7.0 DRAWINGS AND DOCUMENTS	Not Applicable
8.0 INSPECTION AND QUALITY	Not Applicable
10.0 RA BILL PAYMENT	Clause Nos. 10.3 and 10.4 are not applicable.

UNPRICED RATE SCHEDULE

CATEGORY OF CRANE (AS MENTIONED IN TCC)	ALL INCLUSIVE SINGLE LUMP SUM MONTHLY RATE PER CRANE (AS PER SCOPE MENTIONED IN TENDER SPECIFICATIONS) (M)	NO. OF CRANES IN EACH CATEGORY (N)	MONTHLY AMOUNT FOR ALL CRANES (Y=MXN)	YEARLY AMOUNT FOR ALL CRANES (Z=12XY)
CATEGORY - A		4		
CATEGORY - B		9		
CATEGORY - C		7		
CATEGORY - D		1		

NOTES:-

1. All the above quoted rates shall remain firm throughout the contract period including the extended period if any and no price variation provisions are applicable.
2. Rates shall be quoted both in figures and words. In case of mismatch between price given in figures and in words, the lesser of the two will be treated as valid rate. In case of any mismatch in Rate and amount on Price discrepancy, the same will be dealt as per clause No. 1.4 of GCC.
3. The scope of work and responsibility of the contractor as mentioned under this Tender Specifications shall be covered within the quoted / finally accepted rates. **Bidder shall quote against any or all category of crane.** The category/ categories to which the bidder will be quoting in Price Bid shall be specifically mentioned in the technical bid. **The rates quoted against any category will be applicable for all the cranes falling under that category as categorized in this TCC.**
4. Single Lump sum Monthly Rate per crane "M" shall be quoted in Rupees by the bidder.
5. **Operator, Maintenance personnel & Helper rates per month will be fixed as per clause 5.4 from the quoted/ finally accepted rates.**
6. **Evaluation shall be done based on the Single Lump sum Monthly Rate per crane "M" quoted by the bidder against each category of crane and contract shall be awarded separately to lowest bidder in each category.**

MONTHLY CRANE UTILISATION REPORT

NAME OF SITE:

MONTH:

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

(SIGNATURE OF BHEL SITE ENGINEER)

