

# TENDER SPECIFICATION

NO. BHE/PW/PUR/PSWR-CRANE-O&M/1404

**Annual Rate Contract for Providing Services for  
Regular Operation & Routine Maintenance  
of cranes at sites under BHEL PS-WR**

## TECHNICAL BID - VOLUME- I

### VOLUME-I CONSISTS OF:

- Notice Inviting Tender
- Volume I A - Technical Conditions of Contract,
  - Special conditions of Contract (SCC-Part of Volume IA)
- Volume I B -VOID
- Volume I C - General conditions of Contract
- HSE Plan

### VOLUME-II CONSISTS OF:

- Price Bid Specification for Class-I, II, III & IV



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

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**BHARAT HEAVY ELECTRICALS LIMITED**

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

**TENDER SPECIFICATION NO. BHE/PW/PUR/PSWR-CRANE-O&M/1404**

**ISSUE DETAILS**

**NAME OF THE WORK: Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR.**

**LAST DATE & TIME FOR SUBMISSION OF COMPLETED OFFERS:** PLEASE OBTAIN THE LATEST DETAILS FROM OUR WEB PAGE <http://www.bhel.com> (Tender Notifications, → View Corrigendum's)

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING **VOLUME-I** AND **VOLUME-IIA, IIB, IIC & IID** ARE ISSUED TO:

M/s.....  
.....  
.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE :

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

**TENDER SPECIFICATION NO. BHE/PW/PUR/PSWR-CRANE-O&M/1404**

**NOTICE INVITING TENDER (NIT)**

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	BHE/PW/PUR/PSWR-CRANE-O&M/1404	
ii	Broad Scope of job	Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-I	<u>Technical Bid</u>	Applicable
B	Volume-IA	<u>Technical Conditions of Contract (TCC) consisting of NIT, Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</u>	Applicable
C	Volume-IB	Void	Applicable
D	Volume-IC	General Conditions of Contract (GCC)	Applicable
E	Volume-ID	Void	Applicable
F	Volume-II	Price Schedule (Absolute value) issued as <b>Volume IIA, IIB, IIC &amp; IID</b>	Applicable
iv	Issue of Tender Documents	<p><b>1. Sale from BHEL PS Regional office at :</b>  <b>Start : 13/02/2015</b>  <b>Closes: 27/02/2015 , Time : 15.00 hrs</b></p> <p><b>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b>  Tender documents will be available for downloading from website till due date of submission</p>	Applicable
V	DUE DATE & TIME OF OFFER SUBMISSION	<p><b>Date : 27/02/2015, Time : 15.00 hrs</b>  <b>Place : BHEL, PSWR Nagpur HQ.</b></p>	Applicable
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</p> <p>Notes:  (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the</p>	Applicable

		same time. (2) Bidder may depute representative to witness the opening of tender	
vii	<b>EMD AMOUNT</b>	Rs. 2 Lakhs	Applicable
viii	<b>COST OF TENDER</b>	Rs 2000/-.	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	Date: At least 5 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr Abhijeet kumar ( <a href="mailto:kabhi@bhelswr.co.in">kabhi@bhelswr.co.in</a> ) Mr Nirmal P G ( <a href="mailto:nirmalpg@bhelswr.co.in">nirmalpg@bhelswr.co.in</a> ) Mr Pratish Gee Varghese ( <a href="mailto:pgv@bhelswr.co.in">pgv@bhelswr.co.in</a> )	Applicable
X	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Date : Not applicable.	Not applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	Not Applicable	Not Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etcto Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . 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 NAGPUR 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 NAGPUR, 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 NAGPUR. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The bidders shall keep the Volume-I and Volume-II in separate sealed envelopes prominently super scribed as "Volume-I Technical cum Commercial Bid" and "Volume-II Price Bid" respectively and also indicating on each of the covers the Tender Specification number and Due Date and time as mentioned in this Tender Specification.

EMD as specified later here shall be submitted in a third envelope super scribed "EMD for Tender Specification No.BHE/PW/PUR/PSWR-CRANE-O&M/1404.

All the above mentioned three envelopes shall be put in a fourth sealed envelope super scribed "Quotation for Tender Specification No **BHE/PW/PUR/PSWR-CRANE-O&M/1404**

**Part-I** shall contain:

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

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

**Part-II** shall contain:

Separate envelopes for each price bid for Services for the following four classes of cranes:

Class I			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Tata Telco	TFC-75/075C-011
2	Crawler Crane	Tata Telco	TATA-320
3	Hydra	ACE	ACE Rhino 110/10976
4	Hydra	ACE	GJ-23AC 4824
5	Hydra	Escort	ESCORT C-8000/1941
6	Hydra	Escort	ESCORT C-8000/1751
7	Hydra	Escort	ESCORT K-10/0072 (RJ09E 3404)
8	Hydra	Escort	ESCORT K-10/0071 (MH31-AH 7414)

Class II			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Tata Telco	TFC 280/1012
2	Crawler Crane	Tata Telco	TFC 280/1020
3	Crawler Crane	Tata Telco	TFC 280/1049
4	Crawler Crane	Tata Telco	955 ALC/T-9507
5	Crawler Crane	Tata Telco	955 ALC/T-9538
6	Crawler Crane	Tata Telco	955 ALC/T-954
7	Crawler Crane	TWL	TWL 101 MK
8	Crawler Crane	Fushun	QUY 80 B/1030
9	Crawler Crane	Fushun	QUY 80 B/1031
10	Crawler Crane	Fushun	QUY 80 B/1032
11	Crawler Crane	Tata Hitachi	KH 500/T014

12	Crawler Crane	Zoomlion	QUY 100/37
13	Crawler Crane	Zoomlion	QUY 100/38
14	Crawler Crane	Fushun	QUY 120/ 1047

Class III			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Link-Belt	LS 248/C5L-16-4538
2	Crawler Crane (Tyre Mounted)	Manitowoc	M-250T/2509005
3	Crawler Crane	Kobelco	CKE 2500-2/JD04-02370
4	Crawler Crane	Kobelco	CKE 2500-2/JD04-02478
5	Crawler Crane	Kobelco	CKE 2500-2/JD04-2499
6	Crawler Crane	Kobelco	CKE 2500-2/JD04-2500
7	Crawler Crane	Liebherr	Liebherr 1350/1 (074114)
8	Crawler Crane	Liebherr	Liebherr 1350/1 (074117)

Class IV			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Manitowoc	18000/18001050
2	Crawler Crane	Link-Belt	FMC LS 718 with Ringer/032H4-138C

Please note that **separate price bids are being issued for each class of crane which shall be submitted in separate envelope.** Sealed envelopes prominently super scribed as “Volume-II Price Bid” and also indicating on the covers the Tender Specification number, Class of crane and Due Date and time as mentioned in this Tender Specification.

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

**Part-III** shall contain:

Earnest Money Deposit in the manner specified in the General Conditions of Contract.

**Part – IV** shall contain:

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

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

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

- a) All information as called for in tender specification should be furnished. Please refer the checklist. The details so furnished by bidder should be complete in all respects and as per formats specified in tender specification.
- b) Offers must be submitted without any deviation as stated earlier herein. Bidder may seek clarification, if any, before submission of the quotation.
- c) Offers received with any deviation or without relevant information as described above are liable to be rejected.
- d) Bidders are advised to acquaint themselves with site location and working conditions prior to submitting their offer. No claim for compensation will be entertained on the grounds of non-familiarity with the site condition & working conditions etc.
- e) BHEL reserves the right to accept any offer in full or in part, or accept/reject any or all offers without assigning any reasons whatsoever. . Any clarification required on tender conditions may be sought at least one week before the Last Date of Offer Submission

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.

- 6.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 7.0 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).
- 8.0 VOID**
- 9.0 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 10.0 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.
- 11.0 BHEL may decide holding 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.
- 12.0 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.

- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with PBD.
- 14.0 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 (xi) of 1 above.**
- 15.0 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.
- 16.0 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.
- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 18.0 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.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 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.
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.  
'Stand alone' bidder cannot become a **'prime bidder' or a 'consortium bidder' in a consortium bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected

- 23.0 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
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
- 26.0 **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
- 27.0 **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 28.0 A bidder must satisfy **all the Qualifying Requirements** stipulated under ‘C’, ‘D’ etc of this tender concurrently in order to get qualified.
- 29.0 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  
AGM / Purchase

**Enclosure.**

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-2: Important Information.

## ANNEXURE-I

### PRE QUALIFYING REQUIREMENTS

<b>JOB</b>	<b>Annual Rate Contract for Providing Services for Regular Operation &amp; Routine Maintenance of cranes at sites under BHEL PS-WR.</b>
<b>TENDER NO</b>	<b>BHE/PW/PUR/PSWR-CRANE-O&amp;M/1404</b>

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

- A. Bidder must have achieved the criteria mentioned below in last three (3) years as on latest date of offer submission to get qualify for the respective class :

SN	CLASS OF CRANE	PRE-QUALIFYING CRITERIA
1	CLASS-I	Bidder should have executed one job of (operation) / (operation & maintenance) of mechanical / hydraulic operated cranes of capacity upto 74MT
2	CLASS-II	Bidder should have executed one job of (operation) / (operation & maintenance) of mechanical / hydraulic operated cranes of capacity from 75MT to 120MT
3	CLASS-III	Bidder should have executed one job of (operation) / (operation & maintenance) of mechanical / hydraulic operated cranes of capacity from 121MT to 250MT
4	CLASS-IV	Bidder should have executed one job of (operation) / (operation & maintenance) of mechanical / hydraulic operated cranes of capacity from 251MT & above

**AND**

- B. Bidders must have achieved an average annual financial turnover (Audited) of Rs.'X' Lakhs or more over last three Financial Years (FY) i.e.2011-12, 2012-13 & 2013-14. Refer table below for value of X.

SN	CLASS OF CRANE	VALUE OF 'X' (in lakhs)
1	CLASS-I	17
2	CLASS-II	44
3	CLASS-III	36
4	CLASS-IV	12

**AND**

- C. Net worth (in case of companies) of the Bidder based on the latest Audited Accounts as furnished by Bidder in case of 'B' above should be positive.

**AND**

- D. Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'B' above based on latest Audited Accounts.

### **Explanatory Notes for QR**

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against B above along with all annexures
2. In case audited Financial statements have not been submitted for all the three years as indicated against B above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.
3. C:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
4. D:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above
5. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed
6. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.
7. Bidders qualifying for higher class cranes shall automatically be considered qualified for lower class cranes. In support of work experience, bidders should furnish detail of works carried out in last three years and current works in hand. Bidders should submit self attested copy of work order / Annual Rate Contract along with technical bid in support of the work experience along with proof of execution of jobs.

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

## ANNEXURE 2:

### CHECK LIST

1.	Name and Address of the Tenderer		
2.	Details about type of the Firm/Company		
3.	Details of Contact person for this Tender <i>(Please fill the contact details of the person responsible for the tender so that he/she can be contacted directly regarding any clarifications)</i>	Name : Mr/Ms Designation: Tel No: Mobile No: Email –Id:-	
4.	Details of EMD	DD No:                      Date : Bank :                      Amount: <u>Please tick ( √ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5.	Validity of Offer ( BHEL's Requirement 180 days from due date)	As Per NIT	
6.	Whether any conditions stipulated?, Bidder to note that tender with conditions unacceptable to BHEL , shall be rejected.	Yes	No
7.	Whether the format for compliance with pre-qualification criteria (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Yes	No
8.	Audited profit and loss account for the last three years	Yes	No
9.	Whether all pages of the tender documents (Tech Bid & Price Bid) including annexures, appendices etc. are read understood and signed	Yes	No
10.	Declaration by authorized signatory	Yes	No
11.	No deviation certificate	Yes	No
12.	Declaration confirming knowledge about site conditions	Yes	No
13.	Declaration for relation in BHEL	Yes	No
14.	Power of attorney for submission of tender/signing contract agreement	Yes	No
15.	Bidder has familiarized himself with all relevant local laws & conditions	Yes	No
16.	Copy of similar work executed along with proof of completion	Yes	No
17.	Whether all the pages of the tender documents are read, understood and signed	Yes	No
18.	Copy of IT Returns of last three years along with copy of PAN Card is furnished.	Yes	No
19.	Certificate of Service Tax Registration	Yes	No.

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)

## **ANNEXURE 3:**

### **IMPORTANT INFORMATION**

- 1. 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](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )**
- 2. All Statutory Requirements as applicable for this project shall be complied with.**
- 3. Please take note of following Revised Tender Clauses:**
  - a) General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5**
- 4. Broad Terms & Conditions of Reverse Auction**

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction is given in Annexure V of NIT:

- 4.1. 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).
- 4.2. 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 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.
- 4.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 4.4. 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.

- 4.5. 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.
- 4.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 4.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 4.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 4.9. 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.
- 4.10. Reverse auction will be conducted on scheduled date & time.
- 4.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 4.12. 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, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 4.13. 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.
- 4.14. 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.
- 4.15. 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.
- 4.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 4.17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

### OPTION TO PARTICIPATE IN SELECTIVE CLASS only

- This is a combined tender specification for O&M of all classes of cranes (Class I to IV) as described below. Refer Technical Conditions of Contract (TCC)- Volume-IA for details about classification of cranes.
- Bidder has to quote one lump-sum monthly charges for one operation & maintenance team (as mentioned under clause number 1.1 of special condition of contract) deployed for each crane under below mentioned class.
- Separate monthly rate has to be quoted for each class of crane (1 to 4 below).
  - The quoted monthly rate for individual class (1 to 4 below) shall be evaluated separately.
  - Bidders may choose to participate in any or all of the Crane Class and mark selection as YES or NO in the column in the table below.
- Separate Pre-qualifying requirement, & price bid format etc. are issued for the respective Classes. Bidders must submit separate price bids in the prescribed formats issued by BHEL & sealed in separate envelopes **clearly superscribing** the tender specification no. & **class of crane**

SI No.	CLASS OF CRANE	Participating in the tender (bidders to mark their selection)	
1	Class-I	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2	Class-II	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3	Class-III	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4	Class-IV	<input type="checkbox"/> YES	<input type="checkbox"/> NO

- BHEL reserves right to open the price bids in any order.

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

## DECLARATION SHEET

### TENDER SPECIFICATION No. BHE/PW/PUR/PSWR-CRANE-O&M/1404

(Refer Clause 1.19.8 of General Instructions to the Tenderer)

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) of Partner/Director /Owner is presently employed in BHEL? :  YES /  NO  
If so, his connection with the Firm (If yes, please give particulars)
2. Whether any BHEL employee is Holding any share in Firm? :  YES /  NO  
(If yes, please give particulars)

*Signature of the Tenderer*

#### Note:

1. Attach separate sheet, if necessary.
2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor

## **DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY**

### **TENDER SPECIFICATION No. BHE/PW/PUR/PSWR-CRANE-O&M/1404**

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

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

**CERTIFICATE CONFIRMING  
KNOWLEDGE ABOUT SITE CONDITIONS**

**TENDER SPECIFICATION No. BHE/PW/PUR/PSWR-CRANE-O&M/1404**

We, M/s .....

hereby declare and confirm that we have visited the project site(s) for which we have submitted our offer and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS: .....

SIGNATURE & OFFICIAL SEAL OF BIDDER'S

AUTHORISED SIGNATORY

PLACE:

DATE:

## CERTIFICATE OF NO-DEVIATION

### TENDER SPECIFICATION No. **BHE/PW/PUR/PSWR-CRANE-O&M/1404**

I/WE, M/s.....

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

Signature of the Bidder

Date:

## TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

### Tender Specification No -. BHE/PW/PUR/PSWR-CRANE-O&M/1404

**Sub: - Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR:**

The intent of specification is to provide services for **Regular Operation & Routine Maintenance of cranes at site under BHEL PS-WR**. The Cranes as available presently are categorized in 4 classes as detailed below. Cranes if procured by BHEL after the contract agreement shall be suitably classified into one of the following categories.

Class I			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Tata Telco	TFC-75/075C-011
2	Crawler Crane	Tata Telco	TATA-320
3	Hydra	ACE	ACE Rhino 110/10976
4	Hydra	ACE	GJ-23AC 4824
5	Hydra	Escort	ESCORT C-8000/1941
6	Hydra	Escort	ESCORT C-8000/1751
7	Hydra	Escort	ESCORT K-10/0072 (RJ09E 3404)
8	Hydra	Escort	ESCORT K-10/0071 (MH31-AH 7414)

Class II			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Tata Telco	TFC 280/1012
2	Crawler Crane	Tata Telco	TFC 280/1020
3	Crawler Crane	Tata Telco	TFC 280/1049
4	Crawler Crane	Tata Telco	955 ALC/T-9507
5	Crawler Crane	Tata Telco	955 ALC/T-9538
6	Crawler Crane	Tata Telco	955 ALC/T-954
7	Crawler Crane	TWL	TWL 101 MK
8	Crawler Crane	Fushun	QUY 80 B/1030
9	Crawler Crane	Fushun	QUY 80 B/1031
10	Crawler Crane	Fushun	QUY 80 B/1032
11	Crawler Crane	Tata Hitachi	KH 500/T014
12	Crawler Crane	Zoomlion	QUY 100/37
13	Crawler Crane	Zoomlion	QUY 100/38
14	Crawler Crane	Fushun	QUY 120/ 1047

## TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

Class III			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Link-Belt	LS 248/C5L-16-4538
2	Crawler Crane (Tyre Mounted)	Manitowoc	M-250T/2509005
3	Crawler Crane	Kobelco	CKE 2500-2/JD04-02370
4	Crawler Crane	Kobelco	CKE 2500-2/JD04-02478
5	Crawler Crane	Kobelco	CKE 2500-2/JD04-2499
6	Crawler Crane	Kobelco	CKE 2500-2/JD04-2500
7	Crawler Crane	Liebherr	Liebherr 1350/1 (074114)
8	Crawler Crane	Liebherr	Liebherr 1350/1 (074117)

Class IV			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Manitowoc	18000/18001050
2	Crawler Crane	Link-Belt	FMC LS 718 with Ringer/032H4-138C

The contract shall be governed with the terms & condition as stipulated below:

### **1. MANPOWER REQUIRMENT, THEIR QUALIFICATION & MINIMUM AGE**

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

SL No.	Crane Category	Operation Team		Maintenance Crew
		Operator	Helper	
1	Class-I	1	1	-
2	Class-II	1	1	-
3	Class-III	1	1	1
4	Class-IV	1	1	1

1.2 BHEL reserves the right to increase or decrease the members of the team at its discretion. In such cases, the service charges for the team member added/removed shall be paid/deducted from the monthly quoted lump-sum rates as per below mention rates:

SL No.	Crane Category	Operator	Helper	Maintenance Crew	Monthly Rate
	Class-I	63.89%	36.11	0	100%
	Class-II	76.19%	23.81%	0	100%
	Class-III	58.33%	16.67%	25%	100%
	Class-IV	61.54%	15.38%	23.08%	100%

Note: Deployment of helper with operator is compulsory in all cases

## **TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA**

### **1.3 The experience for above works shall be**

- a) **Crane Operator-**
  - 1. Must be capable of independently operating Hydraulic / Mechanical Crawler / Tyre Mounted Crane of various capacities in respective categories.
  - 2. Must have minimum 2 years of experience & hold valid HMV license
  - 3. Should be able to read and interpret the operation manual.
- b) **Maintenance Crew-**
  - 1. Must possess both experience and high skill level in servicing / maintenance and trouble shooting of Hydraulic/Electrical/Electronic system and Engine of Hydraulic Crawler Cranes
- c) **Crane Helper**
  - 1. Shall remain associated with the crane operator for proper upkeep of crane during operation / maintenance / trouble-shooting work on day to day basis.

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

## **2. SCOPE OF WORK**

**The scope of work includes following but not limited to**

- a) Regular operation of BHEL owned Cranes.
- b) Carry out Periodic/scheduled maintenance as per Operation & Maintenance Manuals of respective crane.
- c) Boom shortening & lengthening, Jib assembly, dismantling, shortening & lengthening. Extra manpower as helper if required, then the same shall be arrange by BHEL
- d) Troubleshooting of hydraulic, electrical and mechanical breakdowns and attending the problem as per requirements.
- e) Proper maintenance of batteries & breakdown maintenance of tyres like puncture repairs etc.
- f) Provide assistance during Mobilization / De-Mobilization of the Crane
- g) All sorts of Preventive and breakdown maintenance are to be carried out except,
  - i. Boom repairing, Hydraulic cylinders repairing (excluding seal kit changes)
  - ii. Overhauling & major repairing of undercarriage, transmission, torque converter, turbo charger, hydraulic pump/motors & winches overhauling, which requires outside workshop facilities like press machine, machining, cutting, welding, grinding etc. and or any expertise requirement.

In case of emergency, the contractor must carry out these jobs as per the instructions of BHEL. No separate payment shall be paid to the contractor against such works.

- h) Jobs requiring expert supervision or to be carried out outside plant premises, which must be intimated to BHEL well in advance. Such works must be carried out as per plan. Entire Co-ordination for such works shall be done by contractor.
- i) 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

## **TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA**

- items/component, transportation will be arranged by BHEL site and no service charges over & above the actual expenditure shall be paid
- j) Any other small repairs to prevent any deterioration of condition of equipment like paint touch-up at peeled off / rusted portion of boom pieces and inserts after thorough cleaning of the affected area etc. Consumable shall be arranged by BHEL.
- k) Purchasing of sundry spares each net costing less than or equal to 0.5% of each crane insured amount as per latest available BHEL Special Contingency Policy on BHEL instruction. The spares procured shall be genuine from Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCF). The payment of supplied items will be done on certification of BHEL engineer at actual cost plus 5% of net item procurement cost exclusive of tax & duties as service charges and courier charges as per actual on production of bill.
- l) Purchasing of minor spares/items net costing less than or equal to Rs. 15000/- from local agencies on BHEL instruction. The payment of supplied items will be done on certification of BHEL engineer at actual cost plus 5% of net item procurement cost exclusive of tax & duties as service charges and courier charges as per actual on production of bill.
- m) In case of emergency, BHEL can advise the contractor to send his man power personally to purchase the item (in accordance to Para i & j of clause no. 2 special condition of this contract) & supply it to site. Then contractor has to honor the same and payment of supplied items will be done on certification of BHEL engineer at actual cost plus 5% of net item procurement cost exclusive of tax & duties as service charges plus to & fro travel charges between BHEL site & place of procurement at a flat rate equivalent to train fair AC 3 tier.
- n) Proper Handing-Over/Taking-Over of crane and its spares & accessories. Listing and packing of spares & accessories at the time of Handing over of crane. Contractor is liable to be charged for any discrepancy in spares & accessories at the time of Handing over of crane.

**NOTE: Octroi and/or freight if applicable will be paid by BHEL against submission of original receipt.**

Contractor shall provide services for the cranes located at site under PS-WR or any new site opened in future. List of present site is as under:-

Sl. No.	CUSTOMER	PROJECT NAME
1	NTPC	2x800 MW NTPC LARA STPP, Chhattisgarh
2	Sintex Infra Projects Pvt Ltd	2x150 MW SIPL DHULE, Maharashtra
3	NTPC	1x500 MW NTPC VINDHYACHAL Stg. – V, MP
4	NTPC	2X660 MW MOUDA STPP-STAGE II, Maharashtra
5	NTPC	2X660 MW SOLAPUR STPP-STAGE II, Maharashtra
6	IOCL	1X30 MW GTG + 1X 125 TPH HRSG IOCL Vadodara, Gujarat
7	NPCIL	2X700 MweKakrapar, Gujarat
8	INDIABULLS POWER LTD	5X270 MW Nasik TPP, Maharashtra
9	INDIABULLS POWER LTD	5X270 MW Amravati TPP, Maharashtra
10	ONGC Petro Additions Ltd.	2X30 MW Steam and Power Generation Unit at Dahej Petrochemical Complex, Gujarat
11	Visa Power Ltd.	2X600 MW TPP, Raigarh, Chattisharh
12	DainikBhaskar Power Ltd.	2X600 MW Coal Based TPP, Chattisgarh
13	JHABUA POWER LTD	2X600 MW JHABUA POWER TPP, MP

## **TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA**

14	Jai Prakash Power Venture Ltd.	E.S.P Package for 2X660 MW J.P Nigree., MP
15	BECL	2X250 MW LIGNITE BASED BHAVNAGAR TPP, Gujarat
16	NTPC	Korba R&M, Chattisgarh
17	BSPCL	2X250 MW BINA,MP
18	GSECL	2X270 MW SIKKA, Gujarat
19	GSECL	1X490 MW UKAI, Gujarat
20	GSEG	1X350 MW HAZIRA, Gujarat
21	Jindal Power Ltd.	4X600 MW RAIGARH, Gujarat
22	JPVL	2X660MW NIGRIE, MP
23	KWPCL	1X600 MW AVANTHA, Chattisgarh
24	SAIL	3X18 MW ROURKELA, Orrisa
25	SAIL	TBS PACKAGE 12 BHILAI, Chattisgarh
26	MPPGCL	2X250 MW, SATPURA, MP
27	MSPGCL	2X500 MW BHUSAWAL, Maharashtra
28	MSPGCL	2X500 MW CHANDRAPUR, Maharashtra
29	MSPGCL	1X250 MW #3, NEW PARLI, Maharashtra
30	NTPC	2X500 MW RIHAND, UP
31	VISA POWER	2X600 MW RAIGARH, Chhattisgarh
32	HINDALCO MAHAN	6X150 MW, Singrauli, MP
33	IOCL	1X30 MW #2, VADODARA, Gujarat

### **3. CONTRACTOR'S RESPONSIBILITY**

- a) The contractor shall be fully responsible for taking adequate insurance of the resources. Avoidance of over speeding / rash operating of the equipment will be the contractor's responsibility. If any vehicles met with an accident – whether major or minor – the contractor will indemnify the owner from all sort of legal or financial responsibility. The contractor will immediately intimate the details of accident to BHEL Engineer In charge (EIC) and owners insurance agency. The contractor will lodge the FIR and will attend to all necessary legal formalities as per direction of the owner. The contractor will also ensure that the operator who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered to us due to failure in comply this provision will be on the contractor's account.
- b) The contractor to follow all safety norms as per present norms indicated in GCC and as per revised norms from time to time.
- c) The contractor to provide all safety appliances like dust masks, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, Personal protective equipment (PPE), rain gears, Overalls etc. to their personnel working inside the plant complex at his cost and must adhere to safety codes as given in GCC.
- d) Contractor also must adhere to customer specific HSE Requirement as per instructions of BHEL.
- e) The contractor shall ensure timely compliance of Annual Load Test, Safety Inspection of equipment, keep updated records and shall give intimation to BHEL Engineer In-Charge (EIC) at least one month in advance.

## **TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA**

- f) In emergency situation like natural calamities (floods, fire, cyclone, earthquakes etc) the contractor should mobilize sufficient resources in co-ordination with EIC on war footing basis to mitigate the damage and safe guard owner property.
- g) The contractor should 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.
- h) The contractor must ensure that Crane operators should study and understand the risk involved at the site and on the equipment/vehicle with respect to work in executing the job and if any complication perceived, it should be brought to the notice of EIC/ site construction manager before starting the job.
- i) The contractor must ensure that all newly deployed staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field. Record for the same should be submitted regularly to EIC.
- j) The contractor must ensure that their operators should possess valid HMV license and should comply with any other instructions of EIC regarding safe operation of equipment.
- k) The contractor has to ensure that only authorized operator occupy operator seat and operate the equipment.
- l) The contractor shall carry out the maintenance of equipment as per best engineering practices and ensure periodic scheduled maintenance of each equipment as per respective OEM manual. Any deviation shall be approved by EIC.
- m) The contractor must ensure that their O & M Teams must possess valid medical certificate as per **Appendix I**.
- n) **The contractor shall make all equipments operational and maintain uptime of 98% and above measured on monthly basis.**
- o) **Following reports shall be made & submitted regularly.**
  - i) Submission of **CRANE UTILISATION LOG SHEET (FEX-F27)** to FEX, HQ Nagpur on or before 10<sup>th</sup> day of every month. **(Format Enclosed as Appendix-II)**.
  - ii) Maintain and submit record of spares, consumables & tools supplied for operation and maintenance on monthly basis.
  - iii) Submit monthly list of manpower & maintenance schedule in advance for approval.
  - iv) Prepare monthly, quarterly and yearly spares and consumables requirement for submission and approval.
  - v) Inform requirement of consumables in advance one month for indigenous items and two months for imported items for procurement and planning.
  - vi) Submit list of critical spares in advance one month for indigenous items and two months for imported items for procurement & stock at site for maximum uptime of equipment's.
  - vii) Co-ordinate for carrying out under warranty inspection and repairs – as per warranty scope, terms and conditions of OEM.
  - viii) Inform for proper disposal of waste & replaced items, including oils generated from operation and maintenance of equipments.

#### **4. BHEL'S OBLIGATIONS**

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

- a) BHEL shall provide identified spares required during the work.
- b) BHEL shall provide all consumables like Lubricants, Hydraulic oils, Grease, bituminous (cardium) compound etc.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

- c) Extra manpower as helper if required, for boom shortening & lengthening, Jib assembly, dismantling.
- d) Wooden / Concrete sleepers for placing the crane assemblies
- e) Required load for load testing of the crane.

### 5. VALIDITY OF CONTRACT, TERMINATION OF CONTRACT AND WORK ORDER

5.1 This contract shall be for a period of **three years** from the date of award on contract. **Initially** the contract shall be awarded for **two years**. Further the contract may be renewed for additional one year at the discretion of BHEL.

5.2 BHEL at any time can terminate the service contract by giving three months' prior notice in case service provided is not satisfactory. For termination of work order, 15 days prior notice shall be given

### 6. RATES, OPERATION TIMIMNGS & PRICE ESCALATION:

- a) The monthly rates for O&M shall remain firm for a period of one year from the date of LOA.
- b) The rates shall be revised for the subsequent years as per the formula given below:  
1st Year  $R1 = R0 (0.1 + 0.90 \times L1/L0)$   
2nd Year  $R2 = R1 (0.1 + 0.90 \times L2/L1)$  ... and so on  
Where  
 $R0$  = Monthly Rate quoted by bidder for each Crane  
 $L0$  = AICPI on date of LOA  
 $L1$  = AICPI One year after date of LOA  
 $L2$  = AICPI Two years from date of LOA  
 $R1$  &  $R2$  = Monthly rates for 1<sup>st</sup> & 2<sup>nd</sup> year of extension respectively.  
AICPI= All India consumer price index for industrial worker
- c) The rates for O & M are on per machine month basis for all calendar days in a month except Sunday for 09 hrs shift including one hour lunch break in a day. Working beyond stipulated shift hours in a day and working on Sunday and BHEL declared holiday will be considered as overtime and will be paid as per prorated man hourly basis. Calculation for the same is as follows:  
Rate per day = Rate per Month / 26.  
Rate per hour = Rate per day/8  
Note: if required, per day/per hour rate can be further split among operator, helper & maintenance crew as per percentage mentioned in table under clause 1.2 of special condition of this contract.
- d) The shift will start at fixed timings at mutual consent and as per EIC Directions. The CONTRACTOR shall carry the operation of equipment's as per EIC's instructions from 9.00 am to 6.00 pm including one hour lunch break. EIC reserves the right to change the shift timings on weekly / monthly basis.
- e) The CONTRACTOR will be paid normal operation charges for the day of scheduled maintenance (even if scheduled maintenance is on Sunday / BHEL declared holiday). However, any schedule maintenance shall be decided by the EIC and his decision shall be final and binding on the CONTRACTOR.
- f) The CONTRACTOR shall prepare log sheet on daily basis and get it signed by concerned Agency and BHEL engineer on daily basis.
- g) Accommodation will not be provided by BHEL / Owner
- h) Local conveyance for O&M Team is to be arranged by Contractor. However for emergency works other than normal working hours BHEL vehicle may be provided.

## **TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA**

- i) If any manpower is absent replacement should be arranged immediately without affecting project work. In case the replacement is not arranged, deductions of payment on prorated per man-day basis will be deducted. If the project work is hampered due to absence of manpower and alternate arrangement is made by BHEL, then deductions at actual with 30% overhead charges will be deducted.
- j) If the EIC informs for round the clock operation of particular equipment in advance, then the CONTRACTOR will arrange additional Operation team for second shift. Payment for the second shift will also be as per normal rates as applicable.
- k) Maintenance crew should work in general shift. Overtime is permissible only if required as per instruction of EIC.
- l) All BHEL declared holidays as per labor laws shall be treated as paid holidays. Working on holiday shall be paid as overtime.
- m) As per instructions of EIC, Contractor shall keep minimum Man-Power continuously irrespective of actual shift of operations. In such cases, payment shall be made for particular Man-Power available at site. In other words the CONTRACTOR will be paid for in between idleness of the equipment during the operation of the equipment. However, it is agreed by the CONTRACTOR that right of approval or rejection of certification of idleness solely and entirely depends upon the EIC and it shall be his sole discretion on the basis of site/job requirements and conditions. At no point of time the CONTRACTOR shall have right to dispute the decision of the EIC in this regard. The CONTRACTOR has to prepare idle equipment list and to submit it with duly certified by the EIC.
- n) Please note that EIC shall give the list of equipments 10 days in advance from start of monthly billing date for which the CONTRACTOR is required to maintain the resources and idleness shall be paid for only these equipment. At no point of time the CONTRACTOR shall have right to dispute the decision of the EIC in this regard.
- o) Rates quoted by contractor is considered inclusive of all payments to the CONTRACTOR's resources including statutory liabilities like labor license, adequate insurance policy, Provident Fund, Bonus etc. and any other regulations enforced from time to time taxes, duties, profits and any other charges (including but not limited to as mention herein after) that may be incurred during execution of this contract. Rates are not subjected to any escalation whatsoever during the currency of this contract.
- p) The contractor shall submit Certificate / Documentary evidence for P.F. (Provident Fund) deposition of earlier month along with the bill /invoice of the subsequent month for the certification of the bill.
- q) The contractor shall disburse wages to his workers in the presence of the authorized representative of the BHEL / Owner and shall take his signature with the date and time on each page of the wage sheet and shall provide a copy of such certified wage sheet to the authorized representative of BHEL / Owner for their record.
- r) **There will be no Price escalation except as provided in the Tender.**

**SPECIAL CONDITIONS OF CONTRACT (SCC)-**  
**PART OF VOLUME-IA**

**7. TERMS OF PAYMENTS:**

- a) Bills are to be submitted to Construction Manager BHEL site office with copies of certified log sheets, service tax challan, insurance & PF document and reconciliation statement of spares used (if Any) by 10<sup>th</sup> of every month.
- b) Payment will be released within 45 days of receipt of correct invoice subject to confirmation of the contractor in writing by 15<sup>th</sup> of the next month that all payments / dues for previous billing month have been paid. If instructed by the owner, the contractor may be required to submit the documentary proof for the payment made and also fulfillment of other statutory formalities without which 10% payment of the contractor will not be processed.
- c) The applicable TDS shall be deducted as per the existing provisions of the law in force.
- d) The number of payments to be made to the contractor shall be restricted to one in each month for 1 crane.
- e) The bills shall confirm to standard format as instructed by EIC. The material consumed during the execution of the contract has to be shown separately in the invoice.
- f) In case of purchase of spares, payment shall be released as per clause no. 2.k, 2.l & 2.m of special condition of contract on submission of original bill of purchase from OEM/OCM or local agencies.
- g) BHEL has switched to payment through Electronic Fund Transfer (EFT)/RGITS. Thus, the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker:
  - i. Name of the Company
  - ii. Name of Bank
  - iii. Name of Bank Branch & Branch Code
  - iv. City
  - v. Account Number
  - vi. Account Type
  - vii. IFSC Code of the Bank Branch
  - viii. MICR Code of the Bank Branch.

**8. EMD/SECURITY DEPOSIT SECURITY DEPOSIT & BANK GUARANTEE**

As per GCC

**8.01 Security Deposit: Please refer GCC.**

**8.02 Contract Value for Security Deposit (SD):**

At the beginning of contract, the Security Deposit shall be calculated according to the awarded Contract Value. Subsequently amount of SD shall be regulated based on the Contract Value that is arrived at after taking care of time extensions, short closure etc. Accordingly contractor shall pay additional amount of SD or BHEL will adjust/refund excess SD if any.

**8.03. Guidelines for acceptance of Bank Guarantees are as follows :**

- Vendors are advised to obtain BG from any of the following BHEL consortium banks

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State Bank of India	The Hongkong and Shanghai banking Corporation Ltd.
ICICI Bank Ltd	ABN Amro Bank N.V
Bank of Baroda	IDBI Ltd
Canara Bank	Punjab National Bank
Citi bank N.A	Standard Chartered Bank
Corporation Bank	State Bank of Travancore
Detshe Bank	State Bank of Hyderabad
HDFC Bank Ltd	Syndicate Bank

- The Bank Guarantees of all Public sector banks shall be accepted (Other than consortium banks also).
- The Bank Guarantees of Co-operative banks shall not be accepted.
- Bank Guarantees of other banks (banks other than consortium bank, public sector bank, & Co-operative banks) can be accepted subject to an overall exposure limit (at BHEL, PSWR, Nagpur) of RS. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given at the time of submission of bank guarantees .  
In case Bank Guarantees given by non consortium banks (Private sector or Public sector), the bank Guarantees shall be enforceable at Nagpur, Maharashtra.

**9. ORDERING AUTHORITY & DEPLOYMENT OF MANPOWER**

The work order for regular operation & routine maintenance and breakdown of crane shall be placed from BHEL PS-WR Nagpur or by Construction Manager of the respective PS-WR site.

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

**10. RESPONSE TIME**

The contractor shall mobilize his skilled manpower immediately on the call/placement of order by the BHEL. The contractor shall ensure that the response time is contained to be 12 hours for the site within a distance of 150 km from his place and within 72 hours for the site located beyond 150 km.

**11. WARRANTY OF SERVICE**

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

**12. COMPLIANCE OF SAFETY REGULATION**

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As per document titled “HSE PLAN” attached with this document.

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

**13. COMPLIANCE OF WORKMAN'S COMPENSATION INSURANCE**

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

**14. INSURANCE OF BHEL OWNED T&Ps**

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

**15. TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)**

**15.1. For All types of works excepting works covered under sl no 15.2**

**15.1.1**

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

However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

**15.1.2 Service Tax & Cess on Service Tax**

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

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

1. The name, address and the registration number of the contractor,
2. The name and address of the party receiving taxable service,
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 before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

**15.1.3 VAT (Sales Tax /WCT)**

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

**15.2 ~~Enabling Works~~**

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

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge~~

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~~mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

**15.3 New Taxes/Levies**

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

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

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

**16. REJECTION OF TENDER & OTHER CONDITION**

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reason whatsoever : -

- To reject any or all the tenders.
- To split up the work amongst two or more tenderers.
- To award the work in parts.
- Either of the contingencies stated above to modify the time for completion suitably.
- Conditional and unwitnessed tenders, tender containing absurd unworkable rates and tenders which are incomplete or otherwise defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

**17. PRICE BID EVALUATION CRITERIA & AWARD OF CONTRACT**

Bidder has to quote one lump-sum monthly charges for one operation & maintenance team (as mentioned under **clause number 1.1 of special condition of contract**) deployed for each crane under below mentioned class.

SL No.	Crane Class
1	Class I
2	Class II
3	Class III
4	Class IV

Separate monthly rate has to be quoted for each class of crane (1 to 4 above).

- The quoted monthly rate for individual class (1 to 4 above) shall be evaluated separately.

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- Bidder may choose the Crane Class (all or any) as per above table.

BHEL is intending to engage one or more agency in each category in addition to the agency whose quoted/accepted rate is found to be lowest. BHEL shall give counter offer based on the L-1 accepted rates to remaining bidders (L-2, L-3 & L-4.....so on) in order of their price competitiveness (L-2, then L-3 & hence forth) for their acceptance for further award of work.

Modality of work distribution in case Rate Contract is entered with more than one agency shall be as below:

**Case 1:** If the rate contract is entered with 2 agencies, then attempt shall be made to distribute the work approximately (wherever possible) in the ratio of 60:40 between L1 bidder and the other bidder.

**Note:-** In case of class-IV cranes, since there are only 02 cranes, 100% work shall be allotted to L1 .


**Case 2:** If the rate contract is entered with more than 2 agencies, then attempt shall be made to ensure at least 50 % of work to L1 bidder and the rest distributed almost equally among the other bidders (wherever possible).

**18. GENERAL**

1. In case of any contradiction between "General Condition Of Contract" & "Special Conditions of Contract" of this Tender Specification, the provisions of Special Condition of Contract shall prevail.
2. In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount shall be recalculated for the intended ordered quantity.
3. In case of contradictions between Rates in Figures and Rates in Words, the lesser of the two shall be considered as correct.
4. In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

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**APPENDIX-I**

	<b>POWER SECTOR</b>	FORMAT NO: HSEP:13-F02
	<b>HEALTH CHECK UP</b>	REV NO.: 00 PAGE NO. 01 OF 02
<b>Name of Site :</b>		
<b>Name of Sub-Contractor:</b>		
<b>Name of Employee :</b>		

**NAME:**

History Of Past Illness	H/O Epilepsy
	H/O Drug Allergy
	H/O Diabetics/ Hypertension
	H/O Unconsciousness
Personal History	
<b>EXAMINATION</b>	
<b>OBSERVATION</b>	
<b><u>General Physical Examination</u></b>	
Height	:
Weight	:
Temperature	:
Chest Expansion	: Inspiration Expansion

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Lymph Node Enlargement	:		
<b><u>Eye, Ear, Nose, Throat</u></b>	:		
Eye	:		
Ear	:		
Nose	:		
Throat	:		
<b>EXAMINATION</b>		<b>OBSERVATION</b>	
<b><u>Cardiovascular System Examination :</u></b>			
Inspection	:		
Palpation	:	Pulse	BP
Auscultation (Heart Sounds)	:		
<b><u>Respiratory System :</u></b>			
Inspection	:	Respiratory Rate	
Palpation:	:		
Percussion	:		
Auscultation (Breath Sounds)	:		
<b><u>Examination of Abdomen :</u></b>			
Inspection	:		

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Palpation	:	
Auscultation (Bowel Sounds)	:	
<b>Any Other</b>	:	
<b>Clinical Impression</b>		

**Signature of the examining doctor**

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**APPENDIX -II**

FEX-F27

Rev. No.- 00

**CRANE UTILISATION LOG SHEET**

**SITE:** - -

**CRANE MODEL:**

**CRANE SL. NO.:**

SL. NO.	DATE	AGENCY	AREA	JOB DESCRIPTION	CRANE WORKING TIME		START HMR	END HMR	FUEL ISSUED	CHARGEABLE/NON-CHARGEABLE	SIGNATURE			REMARKS
					START	END					VENDOR/USER	OPERATOR	BHEL STAFF	
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
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19														
20														

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21														
22														
23														
24														
25														
26														
27														
28														
29														
30														

**FUEL LEFT ON 1ST DAY OF THE MONTH:**

**FUEL LEFT ON LAST DAY OF THE MONTH:**

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**APPENDIX -III**

**TENDER SPECIFICATION NO. BHE/PW/PUR/PSWR-CRANE-O&M/1404**

**DETAILS OF WORK EXPERIENCE FOR CRANES**

[CLASS I, CLASS II, CLASS III, CLASS IV AS MENTIONED ABOVE DURING THE LAST THREE YEARS]

SL.N O.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIP-TION OF WORK	WORK ORDER REF & date	Work done for Which Make & Model of Crane

SIGNATURE OF TENDERER WITH SEAL

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