

TENDER

(TENDER No. CFP/MNT/2016-17/09)

Dated 08.03.2017

**ANNUAL MAINTENANCE CONTRACT(AMC) FOR
04 NOS. EOT CRANES FOR 02 YEARS.**



**BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
RUDRAPUR – 26315 (U.K.)**

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(I)



BHARAT HEAVY ELECTRICALS LTD.
Component Fabrication Plant
RUDRAPUR-263153

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NOTICE INVITING TENDER (NIT)

Date : 22.03.17

From :

Sr.Eng (Civil/MNT)
BHEL, CFP
Rudrapur (U.K.) -263153

To : M/s _____

**NAME OF WORK : Annual Maintenance Contract for 04 Nos. EOT Cranes for 02 years,
at BHEL-CFP, Rudrapur.**

**Sealed Tenders in two parts viz., (i) Techno-Commercial bid & (ii) Price Bid are invited for the
work mentioned above from bidders (who fulfill the qualifying criteria) as mentioned below:**

| Nature of work | Period for Hiring | Estimated Value of the work | Earnest money deposit (in Rs) | Last date of issue of Tender date & time | Tender submission date & time | Tender opening (Part 1) date & time |
|---|--------------------------|---|---|---|--|--|
| Annual Maintenance Contract for 04 Nos. EOT Cranes for 02 years at BHEL Rudrapur | 2 year (24 month) | Rs 371220.00 (inclusive all taxes) | Rs. 7424.40 To be accompanied with techno-comm. bid (Part 1) | 14/04/2017 (1200 Hrs) | 14/04/2017 (1400 Hrs) | 14/04/2017 (1500 Hrs) |

The EMD shall be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender Opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)

Address for submission & opening of Tender:

If through courier;

Office of HoD (MNT/Civil)
BHEL, CFP,
Rudrapur-263153(UK)

if delivered in tender box;

Tender Box Provided At
New Administrative Building
M.M. Department,
BHEL-Rudrapur-263153(UK)

Offer is to be submitted in two parts in sealed envelope duly super scribed as:

“Annual Maintenance Contract for 04 Nos. EOT Cranes for 02 years at BHEL-CFP, Rudrapur”.

TENDER No. CFP/MNT/2016-17/09 dated: DT: 08/03/17 " due DT: 14/04/17

TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read, understood & agreed to, and each page of the tender offer has been signed & stamped.

Signature of Authorized person(s) of bidder :
Name and designation of Authorized Person(s) :
Bidder (Name of organization) :

Bidders are advised to regularly visit BHEL website for any Errata / Addendum / Extension / corrigendum to this tender hosted on BHEL website www.bhel.com.

Annexure-I

Scope of Work:

1. Ensure input power supply in control panel. Checking & ensuring of all magnetic contractors, relays and cabling of CT, LT and limit switch are in proper working condition.
2. Checking of electrical all electrical connection, wire rope and supply of EH motor.
3. Ensure proper working of up-down, long cross traverse operation with & without load.
4. Checking of functioning of control transformer.
5. Checking of all nuts and bolts, all gear boxes, condition of girder carriage joint bolts.
6. Proper adjustment of brake and lubrication of all the parts.
7. **Replacement of defected parts/spares (Parts shall be provided by BHEL).**
8. **Cleaning of EOT crane, Oil spillage etc & ensuring proper operation of EOT crane shall be part of AMC.**

Monthly minimum one visit is required for periodic maintenance. In between any breakdown occurs party will be called to attend the job. Contractor shall provide service within 48 Hrs on intimation as and when required

Terms & Conditions:

1. Only those parties accepting BHEL terms & conditions of tender should submit sealed offer in two bids. Tender no. due date & name of bidder should be mentioned on the envelope containing offer.
2. **Bid to be submitted in two parts viz., (I) Techno-commercial Bid (II) Price Bid I separate sealed envelopes(‘ Techno-commercial’ & ‘Price Bid’ should be subscribed on respective envelopes) enclosed in one bigger envelope. Tender no., due date & name of bidder should be mentioned on each envelope.**
3. **Bidder to submit EMD of Rs. 7424.40 along with its offer. Offers without EMD shall be out rightly rejected. EMD of successful tenderer will be retained as part of Security Deposit. EMD shall be exempted for MSME bidders, subject to clause no.14.**
4. The L-1 offer shall be decided on overall lowest price based on offered price by the bidder as per qty. of work mentioned in ‘Format of Price Bid” (Annexure-V). BHEL has right to conduct reverse auction instead of open price bid to determine L-1 offer.
5. The service charges payable would be applicable irrespective of the numbers of spares replaced in an equipment would include all maintenance activity including dissemble, cleaning, varnishing, greasing, assembly etc. required for repair of the equipment.
6. Spares required shall be provided by BHEL.
7. The offered rates shall be firmed & valid for the period of 02 year from the date of award of contract.
8. The contractor is required to ensure uninterrupted Crane services under the contract. Therefore, Monthly minimum one visit of contractor or their representative is required for periodic maintenance. In addition any breakdown occurs during the contract contractor shall provide service within 48 Hrs on intimation by BHEL, as and when required.
9. **Penalty:** In case of breakdown of services, if contractor does not attend the breakdown within 48 hours then, for subsequent period beyond 48 Hrs, Rs.700/- per day and part thereof (limited to 5% of total contract value), shall be recovered as penalty.
10. The Contractor shall undertake the responsibility and expenses for lifting (if required) of equipment from BHEL premises to Contractor’s works and its return after repair to BHEL works at no extra cost.
11. **Security Deposit:** Successful tenderer shall be required to submit security deposit with BHEL @5% of total contract value as security deposit before commencement of work in form pay order/DD/cash/Local cheque of schedule banks, subject to realization. **Security Deposit shall be forfeited and contract shall be terminated by BHEL in case of revoking/breach of contract in part or full / unsatisfactory work by the**

contractor. SD shall be refunded along with payment against final bill after satisfactory completion of all contractual obligations.

12. **Payment terms:** Payment shall be made on monthly basis and released within **45 days (bill processing time shall be 10 days by PDN deptt. & 35 days by FIN deptt.)** of submission of bill to BHEL on production of bill along with log book by the contractor for verified by the PDN deptt.
13. Any Bidder falling under **MSME 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 MSME | SC/ST Owner | Other |
|-----------------|-------------|-------|
| Micro | | |
| Small | | |

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

MSME bidders can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – G where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is submits before price bid opening. Documents should be notarized or attested by a Gazetted officer.

14. For payment of service tax, copy of service tax registration to be submitted. In case of GST is implemented during contract period, and then GST shall be applicable in lieu of taxes.
15. BHEL reserves the right to:
 - (a) BHEL reserves the right to reject any or all offers without assigning any reason therefore.
 - (b) Get the work done through alternative source at BHEL discretion at contractor's risk & cost, in case contractor fails to carry out obligation under the contract. In this case, cost incurred by BHEL over and above contracted rates shall be recovered from contractor's due.
 - (c) Terminate the contract by giving a notice of one week in case of non-satisfactory performance by the contractor.
16. While carrying out the work, the contractor shall abide by the entire legal/statutory/safety requirement as applicable as per 'Contractor' obligations (Contractual & Statutory)' as per **Annexure-III** for the workmen engaged at BHEL works.

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUAL:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor shall issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card / Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor shall indicate the name of the proprietor/partnership firm/Company, place of work, Contract No. and duration of validity of Card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct / misbehavior by any employee, the Contractor will replace such employee(s) immediately.
- h) Contractor shall ensure that the job is executed through his employees on his rolls and under no circumstances, the Contractor will deploy any casual employee to carry out the job, nor shall sub-contract the job.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the Contractor shall lie exclusively with him.
- j) Contractor shall provide safety appliances and safety shoes to his employees. The Contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The Contractor to provide a distinct uniform different from BHEL employees. The uniform should have logo of Contractor's firm / Company. The uniform should be kept in neat, tidy and wearable condition. Wherever necessary, cap should be integral part of the uniform.
- l) Contractor shall ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his employees from the establishment of BHEL. In case Contractor decides to terminate the services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the Contract at his cost and if necessary

Contractor shall take insurance policy of his men, material, equipments and tools & tackles.

- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the Contract to his employees for carrying out the job.

B) TOWARDS STATUTORY LIABILITY:

- a) All statutory requirements under;
 - Minimum Wages Act, 1948
 - Payment of Wages Act, 1936,
 - Workmen Compensation Act, 1923,
 - EPF and MP Act, 1952,
 - Payment of Gratuity Act, 1972,
 - ESI Act, 1948,
 - The Contract Labour (R&A) Act, 1970,
 - Payment of Bonus Act, 1965,
 - Income Tax Act,
 - Service Tax Act
 - and all other applicable Acts,Shall be complied with, by the Contractor
- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutorily prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification is the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF and MP Act, 1952 to the RPFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership no. / Card of each employee. In case any exemption is claimed, copy of the exemption order shall be provided.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI Contribution, administrative charges etc., wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees. The contractor will be required to comply PF/ESI and other statutory contribution payments of wages of his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment / delayed payment of wages / DA, contributions under EPF and MP Act, ESI Act etc.
- i) In case the Contractor fails to make payment of wages to his employees or remittances of contributions to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the Contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, Statutes or any Civil or Criminal Laws in connection with the employees deployed by him.

- k) The liability for any compensation on account of injury sustained by an employee of the Contractor will be exclusively that of the Contractor.
- l) Contractor to obtain insurance cover for his employees / equipments / tools & tackles etc., and take 3rd party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF and MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of Bonus under the Payment of Bonus Act, payment of gratuity under the Gratuity Act, and retrenchment compensation under the relevant Act will be the sole responsibility of the Contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on 2nd or 3rd shift, overtime, Sundays or on other declared holidays without prior written permission.
- q) In case the Contractor employs women as employees, he will discharge his obligation under law, in respect of such women workers like prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and shall ensure disbursement of wages in the presence of the authorities / representative of contract operating division who shall record under his signature at the end of entries in the Register of Wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970

ANNEXURE -IV

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) dt:....., Category:(Micro/Small)). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006: Rs.....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act,2006: Rs.....Lacs (Strike off which is not applicable) The above investment of RsLacks is within permissible limit of Rs.....Lacks for Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006. Or the company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

BIDDER'S QUALIFYING CRITERIA

Qualifying Criteria from S.No. (1) & (2) as mentioned below has to be fulfilled by the bidders:

- (1) Average Annual financial turnover during the last 3 years, ending 31st March 16 of the previous financial year should be at least Rs. 111366.00/- of the estimated cost.
- (2) Bidder should have executed similar work for any one of the following in the last seven years from latest date of bid submission: -
 - a. Three similar works each of value not less than Rs. 148488.00/- of indented estimated value.

Or
 - b. Two similar works each of value not less than Rs. 185610.00/- of indented estimated value.

Or
 - c. One similar work of value not less than Rs. 296976.00/- of indented estimated value.

Definition of similar work(s): AMC or any other contract related maintenance of double girder EOT Cranes, single girder EOT cranes & any other type crane.

Notes:

- (A) The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered. Work executed certificate from its client/contractor to be submitted as proof in support of clause no. (2) as above.
- (B) Bidder, if so desires, may attend Pre-Bid discussion before submission of offer with prior appointment in their own interest. Any doubts will be clarified during the pre-bid discussions and guidelines will be given to the bidder for specialized works.
- (C) Conditional offers will not be accepted.

Sub: Rates & BOQ for “AMC of 04 Nos. EOT Cranes for 02 Years” (Format for price bid).

| S.No. | Description of Work | Nos. of Cranes | Nos. of Months | Rates/per month | Amount |
|--------------|--|-----------------------|-----------------------|------------------------|------------------|
| (A) | (B) | | (D) | (E) | (F=D x E) |
| 1. | AMC of 5T EOT Cranes (01 No. Shaktiman Make) as per scope of work (Annexure-I) for a period of 2 year. | 01 Nos. | 24 | | |
| 2. | AMC of 3T EOT Cranes (02 No. Cranex Make) as per scope of work(Annexure-I) for a period of 2 year | 02 Nos. | 24 | | |
| 3. | AMC of 10/2T EOT Cranes (01 No. Cranex Make) as per scope of work(Annexure-I) for a period of 2 year | 01 Nos. | 24 | | |
| | II. Total Amount | | | | |
| | IV. Service Tax @ applicable rates** | | | | |
| | VI. Grand Total(I+II) | | | | |

Note:

1. **Service tax would be payable at applicable rate in accordance of clause no.13 of Annexure-II.
2. No condition(s) should be mentioned by bidder on price bid. Conditional offer shall be rejected.
3. Certified that all Sections of the Tender have been read, understood & agreed

Bidder's signature & Stamp