

# **TENDER SPECIFICATION**

**No. BHE/PW/PUR/NGRIT-CRH/868/OJ**

**FOR**

**PROVIDING SERVICES OF 150 MT CAPACITY CRAWLER CRANE  
ON MONTHLY HIRING BASIS**

**FOR**

**CONSTRUCTION WORK IN THERMAL POWER PROJECT**

**AT**

**2X660 MW JAYPEE NIGRIE PROJECT AT VILLAGE NIGRIE,  
DISTRICT SINGRAULI IN MADHYA PRADESH STATE**

**PART: I**

**(TECHNICAL BID SPECIFICATION, NOTICE INVITING TENDER & GENERAL  
CONDITIONS OF CONTRACT)**



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

<b>C o n t e n t s</b>			
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**LEGEND:**

§: Attached at the end of hard copy of Tender Specifications Part-I. Hosted in BHEL web page ([www.bhel.com](http://www.bhel.com)) as file titled "**GCC-868/OJ**"

@: Issued as separate hard copy booklet 'Tender Specifications Part-II (Price Bid-OJ-201)'. Hosted in BHEL web page ([www.bhel.com](http://www.bhel.com)) as files titled "**PRICE BID-868/OJ**"

**Note:**

Rest of the tender documents are included in Tender Specifications Part-I. Hosted in BHEL web page ([www.bhel.com](http://www.bhel.com)) as file titled "**TECH BID-868/OJ**"

BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt. of India Undertaking)  
POWER SECTOR - WESTERN REGION  
345, KINGS WAY - NAGPUR 440 001  
**NO. BHE/PW/PUR/NGRIT-CRH/868/OJ**

FOR

PROVIDING SERVICES OF **150 MT CAPACITY CRAWLER CRANE** ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECT FOR **2x660 MW JAYPEE NIGRIE PROJECT AT VILLAGE NIGRIE, DISTRICT SINGRAULI IN MADHYA PRADESH STATE.**

EARNEST MONEY DEPOSIT: **Rupees 2.0 Lakhs**

LAST DATE FOR TENDER SUBMISSION: Please obtain updated information from web page  
"http://www.bhel.com" → Tender Notifications → View Corrigendum.

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING **PART-I** AND **PART-II** ARE ISSUED TO:

M/s. ....

.....  
PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)  
Place: Nagpur  
Date:

## **PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

THE TENDERER MUST SUBMIT THEIR TENDERS AS REQUIRED IN TWO PARTS IN SEPARATE SEALED COVERS PROMINENTLY SUPERSCRIBED AS PART-I TECHNICAL BID AND PART-II PRICE BID AND ALSO INDICATING ON EACH OF THE COVERS THE **TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME AS MENTIONED IN THE TENDER NOTICE.**

### **PART-I (TECHNICAL BID) COVER-I**

EXCEPTING RATE SCHEDULE, ALL OTHER SCHEDULES, DATA SHEETS AND DETAILS CALLED FOR IN THE SPECIFICATION SHALL BE ENCLOSED IN PART-I "TECHNICAL BID" ONLY.

### **PART-II (PRICE BID) COVER-II**

**Bidder shall submit separate sealed Price Bid with tender specification number on it**

**Bidders are free to offer alternative models/make of crane for a specific requirement. However only one Price Bid/Rate shall be submitted for a specific category of crane in the specific price bid format of BHEL.**

Bid Specification Part-II (Price Bid) duly filled in with quoted price (Rate and Amount). **No Terms and Conditions, either technical or commercial, shall be included / introduced in this bid. Also no Item Rates or Prices shall be offered other than those asked for in BHEL's Price Bid format.**

**EMD SHALL NOT BE INCLUDED IN THIS COVER.**

PART I TECHNICAL BID TO ENCLOSED IN SEPARATE COVERS-I AND ALL THE PRICE BIDS SEALED IN SEPARATE COVERS SHALL TOGETHER BE ENCLOSED IN ANOTHER ENVELOPE ALONGWITH REQUISITE EMD AND COVER – I AS INDICATED EARLIER AND THIS SEALED COVER SHALL BE SUPERSCRIBED AND SUBMITTED TO ADDL. GEN MANAGER (PURCHASE) AT THE ABOVE MENTIONED ADDRESS ON OR BEFORE THE DUE DATE AS INDICATED.

THE QUALIFIED TENDERER WILL BE INTIMATED SEPARATELY ABOUT THE STATUS OF THEIR OFFER.

TENDERER ARE REQUESTED TO MAKE SPECIFIC NOTE OF THE FOLLOWING CONDITIONS:

- CONTRACTOR SHOULD HAVE ADEQUATE RESOURCES INCLUDING MAJOR T&PS AT HIS DISPOSAL FOR THIS JOB.
- CONTRACTOR SHOULD HAVE SOUND FINANCIAL STABILITY.
- TENDERER SHOULD MEET QUALITY REQUIREMENT REGARDING WORKMANSHIP, DEPLOYMENT OF PERSONNEL, ERECTION TOOLS AND NECESSARY INSPECTION, MEASUREMENT & TESTING INSTRUMENTS.
- ALL INFORMATION AS CALLED FOR IN VARIOUS APPENDICES AND CLAUSES OF TENDER SPECIFICATION SHOULD BE FURNISHED IN COMPLETENESS. PLEASE REFER THE CHECKLIST.
- CLARIFICATION ON TENDER IF ANY SHALL BE OBTAINED BY THE TENDERER BEFORE SUBMITTING THEIR OFFER.
- OFFERS MUST BE SUBMITTED WITHOUT ANY DEVIATION.
- OFFERS RECEIVED WITH ANY DEVIATION OR WITHOUT RELEVANT INFORMATION AS DESCRIBED ABOVE ARE LIABLE TO BE REJECTED. PRICE BIDS RECEIVED IN THE FORM OTHER THAN SPECIFIED IN PART-II (PRICE BID) ARE LIABLE TO BE REJECTED.

1.1	<p><b><u>INTRODUCTION</u></b></p> <p><b>JAIPRAKASH POWER VENTURES LTD</b> is going to install 2X660MW JAYPEE Nigrie Super Thermal Power Plant at village Nigrie, District Singrauli, Madhya Pradesh, India. BHEL has been awarded ESP Package comprising of Design, Engineering, Manufacture, Supply, Transportation, Comprehensive Insurance, Erection, Testing and Commissioning, and Conducting Performance Guarantee (PG) Test of both Units and handing over of the project within 38 months from zero date / 09.06.2010.</p> <p><b>Site information</b></p> <p>a) Location : Near Village Nigrie Dist : Singrauli State : Madhya Pradesh</p> <p>b) Longitude : 81°53' 50" E to 81°55' 6" E</p> <p>c) Latitude : 24°8' 25" N to 24°10' 2" N</p> <p>d) Nearest Railway Station : Niwas Road R. S. (8 Kms from project site on Katni – Singrauli section of West-Central Railway)</p> <p>e) Nearest Village : Nigrie Dist : Singrauli State : Madhya Pradesh</p> <p>f) Nearest Seaport : Vizag</p> <p>g) Nearest Airport : Varanasi in U.P.</p> <p>h) Access Road : The Site is well connected with the National Highway NH-7 running at Sidhi between Sidhi &amp; Rewa at a distance of 40 Kms from the site. Also there is a district road connecting Sidhi &amp; Nigrie.</p>
1.2	<p><b><u>CLIMATIC CONDITIONS</u></b></p> <p><b>1. Seismic data</b></p> <p>a. Seismic Intensity : As per IS: 1893-2002</p> <p>b. Zone : II</p>

**The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.**

## CHECK LIST

1	NAME OF THE TENDERER WITH ADDRESS		
2	NATURE OF THE FIRM	LIMITED / PARTNERSHIP / PROPRIETARY	
3	EMD DETAILS (Rs. 2.0 LACS BY DD ONLY OR ONE TIME EMD)		
4	VALIDITY OF OFFER (REQUIRED 6 MONTHS FROM TENDER OPENING DATE)		
5	WHETHER NO DEVIATION CERTIFICATE FURNISHED	YES	NO
6	TENDERER HAS VISITED THE PROJECT SITE AND ACQUAINTED WITH THE SITE CONDITIONS	YES	NO
7	LOAD CHART OF EACH CRANE MODEL IN LINE WITH TECHNICAL REQUIREMENT OF TENDER FURNISHED?	YES	NO
8	AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR PRECEDING THREE YEARS(2007-2008, 2008-2009, 2009-2010) IS FURNISHED	YES	NO
9	COPY OF PAN CARD ACCOMPANIED BY 'IT RETURN' COPY IS FURNISHED	YES	NO
10	POWER OF ATTORNEY ENCLOSED IN FAVOUR OF PERSON MAKING OFFER	YES	NO
11	BIDDER HAS FAMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS	YES	NO
12	WHETHER ALL THE PAGES OF THE TENDER DOCUMENTS ARE READ, UNDERSTOOD AND SIGNED	YES	NO
13	COPY OF SIMILAR WORK EXECUTED IN THE PAST 7 YEARS	YES	NO
14	<p>WHETHER THE FOLLOWING DETAILS PERTAINING TO YOUR BANK ACCOUNT DULY ENDORSED BY THE BANK HAVE BEEN FURNISHED {TO ENABLE BHEL RELEASE PAYMENTS THROUGH ELECTRONIC FUND TRANSFER (EFT/RTGS) AS SPECIFIED IN SECTION 12 }</p> <ol style="list-style-type: none"> <li>1. Name of the Company</li> <li>2. Name of Bank</li> <li>3. Name of Bank Branch</li> <li>4. City/Place</li> <li>5. Account Number</li> <li>6. Account type</li> <li>7. IFSC code of the Bank Branch</li> <li>8. MICR Code of the Bank Branch</li> </ol> <p>NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same</p>	YES	NO

NOTE: STRIKE OFF YES OR NO, AS APPLICABLE

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

### **TENDER SPECIFICATION No. BHE/PW/PUR/NGRIT-CRH/868/OJ**

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/NGRIT-CRH/868/OJ**

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/NGRIT-CRH/868/OJ

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:

# NOTICE INVITING TENDER

## NOTICE INVITING TENDER

**Sealed tenders are invited in two bid system (viz. Part-I: Technical cum Commercial Bid and Part-II: Price Bids) from bidders. Brief details of job and Tender Specification (T.S.) Number is as under**

**JOB: PROVIDING SERVICES OF 150 MT CAPACITY CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECT FOR 2x660 MW JAYPEE NIGRIE PROJECT AT VILLAGE NIGRIE, DISTRICT SINGRAULI IN MADHYA PRADESH STATE.**

- **Sale and Web Page hosting of Documents: 15/07/2011 to 04/08/2011**
- **Last Date for Tender Submission: 05/08/2011 15.00 HRS**
- **Date of Opening Technical Bid: 05/08/2011 16.00 HRS**

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- Tender Specs documents with complete details are hosted in web page ([www.bhel.com](http://www.bhel.com)). Bidders can directly download the same and use for submission of offer. Tender Document charges shall be paid to BHEL along with or before submission of Offer.
  - Interested bidders may alternately collect hard copy of T.S. documents from this office on all working days within the sale period on payment of Tender Document charges.
  - Tender Specification document Charges: Rs. 2,000/- by DD (in favour of BHEL payable at Nagpur) or by Cash. Courier charges will be Rs. 500/- extra if T.S. documents are requested through courier.
  - BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
  - EMD for this Tender is Rs. 2.00 Lakhs. Bidders who have deposited One Time EMD of Rs. 2.00 Lakhs with BHEL: PSWR: Nagpur will be exempted from submission of EMD with these tenders.
  - Acceptance of any tender shall be subject to it's approval by BHEL's customer.
  - BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
  - Dates of Price Bid opening will be intimated to bidders later.
  - All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in the web page ([www.bhel.com](http://www.bhel.com) → **Tender Notifications** → **View Corrigendums**) and not in the newspaper. Bidders shall keep themselves updated with all such developments.
  - 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.

**NOTICE INVITING TENDER**  
**NOTICE INVITING TENDER (Page 2 of 3)**  
**QUALIFYING REQUIREMENTS (QR)**

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

- a)  
a.1) Bidder must be in the business of providing Services of Crane hiring in last seven years as on 30/06/2011  
**AND**  
a.2) The crane offered by the bidder must meet the technical requirements of BHEL.  
**AND**  
b) Bidder must have achieved average financial turnover (Audited) of **Rs 47.00 Lakhs or Higher** over last three financial years i.e. 2007-08, 2008-09 & 2009-10.  
**AND**  
c) Net worth of bidder based on Audited Accounts of 2009-10 should be higher than 50% of paid up capital in case of companies.  
**AND**  
d) Bidder must have earned cash profit in any one of the three Financial Years as applicable in case of 'b' above based on latest Audited Accounts

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**Explanatory Notes for QR 'a' and 'b'**

- i) **The words 'provided services' mean the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed**

**GENERAL**

- 1) **Timing of sale of Documents:** Tender Specification documents will be issued from BHEL PSWR Nagpur office from 10:00 AM to 4:00 PM on all working days within the period specified in the NIT.
- 2) **Holidays:**  
Sale of Tender Documents shall not take place on National Holidays, holidays declared by the Central or State Governments, Sundays, second and last Saturdays and holidays of BHEL PSWR Nagpur HQ.
- 3) **Seeking Clarifications on Tender Specification:**  
Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least **seven days before the Due Date** for submission.
- 4) **Fulfillment of Qualifying Requirements:**  
A bidder must satisfy **all the Qualifying Requirements** stipulated under 'a', 'b' etc of this tender concurrently in order to get qualified.
- 5) **Customer Approval:** In case customer approval is required for this package, bidder's offer will be accepted subject to approval of bidder by customer.
- 6) **Supporting Documents:**  
Bidders shall submit documents in support of possessing "Qualifying Requirements" as under duly self-certified and stamped by the authorized signatory.

## NOTICE INVITING TENDER

- List of jobs done with Name of the Project, Owner of Project, Name of Customer, Work Order Ref. No. & Date, Brief Details of Job, Executed Value, Date of Start, Date of Completion.
- Photocopies of Work Orders issued by the Customer containing details of Bill of Quantities/Schedule of Rates.
- Photocopies of Completion Certificate issued by Customer or Owner of Project.
- Photocopies of **Audited Profit and Loss accounts & Balance sheets** accompanied by relevant schedules for turnover figures.

- 7) **Earnest Money Deposit (EMD):** Refundable, Non-interest bearing EMD for each tender is indicated against each job earlier here. Bidders may also opt to deposit “One Time EMD” of Rs. 2.0 lacs and thus be exempted henceforth from payment of EMD with each Erection and Commissioning tender of BHEL-PSWR Nagpur. EMD shall be paid ONLY by **Account Payee Demand Draft** in favour of “Bharat Heavy Electricals Limited” payable at Nagpur.

**Those bidders who have already deposited ‘One Time EMD’ earlier need not submit EMD with the present tenders. Please indicate the payment details of the ‘One Time EMD’ in each tender. Please enclose a copy of “One Time EMD” certificate.**

- 8) **Tender Document Cost and Courier Charges:**

Tender document charges @ Rs 2000/- per set and courier charges @ Rs 500/- per set shall be made by Account Payee Demand draft in favour of “Bharat Heavy Electricals limited” payable at Nagpur or in cash payable at cash counter of this Office. Courier charges shall be paid in case bidders requests for dispatch of Tender specifications by courier. In case bidder downloads the Tender specifications etc from web page, they shall remit the Tender document charges (Rs 2000/-) positively along with or before submission of offer.

- 9) **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.

- 10) **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.

Addl. General Manager (Purchase)  
BHEL:PSWR:Nagpur

## SPECIAL CONDITIONS OF CONTRACT

### SECTION-A

#### 1.0 BROAD SCOPE OF WORK

Services of 150 MT Crawler Crane with operation & maintenance crew on hiring basis for 2X660 MW Jaypee Nigrie Project at Village Nigrie, District Singrauli in Madhya Pradesh State.

The crane shall be engaged in the project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, Piping, various structures, Ducts and other equipments of these plants as per instructions of the BHEL Engineer-in-Charge.

The intent of this tender specification is to hire the services of following crawler crane on monthly hiring basis to suit the specified requirements.

#### 1.1) 150 MT Capacity Crawler Crane

##### Technical Requirement & Duration of Deployment

The offered crane shall meet the following requirements.

SN	Description of Parameter/Feature	Details/Requirement
01	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) <b>without</b> Heavy Lift Attachment	150 MT
02	Boom Type	Tubular / Lattice
03	Total Boom Length	79 m or above
05	Total Jib Length	24 m and above
06	Jib Angle	Minimum two positions
07	Crawler to Crawler outer dimension	Maximum 8.5 m
08	Heavy Lift Attachment (HLA)	BHEL will <b>not</b> accept crane with HLA; bidder shall offer only such cranes which are capable to work in its full range without HLA, even if the crane might have HLA as an additional feature.
09	Deployment tentatively by	Sep - 11
10	Duration of Hiring	<b>Duration:</b> 20 (Twenty) Months Extendable by another 6 (six) months under the contractually agreed terms & conditions.

# SPECIAL CONDITIONS OF CONTRACT

## SECTION-A

### GENERAL REQUIREMENTS (Applicable to all cranes)

1. The offered cranes should have **boom travel limit alarm/stop** and **hoist travel alarm/stop** safety features as minimum requirement. Other additional safety features, if any, should be made available to user without any additional cost.
2. Bidder shall submit along with technical bid a **copy of load chart** and technical details of crane offered as per APPENDIX-I.
3. **Deployment of Cranes & Commencement of Services**  
The deployment schedule of the cranes indicated earlier here is tentative. Notwithstanding such indications, **you shall deploy and make the crane operational at site within the mobilisation time mentioned in the respective clause**. A separate written notice asking to deploy the crane shall be issued for each crane by BHEL.
4. Bidder shall make available the complete set of Main Boom & Jib attachment with offset angle adjustment facility as specified for the crane in one go, that is at the time of mobilization. However the crane shall be initially and subsequently assembled as per the site requirement to be specified by BHEL site engineer. Bidder shall furnish the details of Main Boom & Jib configuration offered for respective crane in their technical bid.
5. Offered Crane shall have separate drum for main hook as well as auxiliary hook (jib hook) so that both this are operated independent of each other and should not require any changes from one to another.

### 1.2 HEAVY LIFT ATTACHMENT (HLA)

**150 MT** capacity crane shall **not** have any HLA within the said lift range. Crane that necessitate HLA up to and including these rated capacities will not be accepted by BHEL.

### 2.0 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES

- 2.1 The price quoted shall be inclusive of operation (**excluding fuel**) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy Operator–cum–Mechanic, Helper and Maintenance Crew to ensure smooth operation and maintenance of the crane without affecting work. No extra payment shall be made towards engagement of crew in overtime working hours. The crane shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL Engineer.
- 2.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (**except fuel**) that are necessary to fulfil the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide fuel commensurate with utilization time and agreed consumption rate.

### 3.0 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

**The contract period shall commence from the successful load testing of crane with mutually agreed boom length at project site location and its written acceptance by BHEL. The Contract Period (duration of hiring) will generally be as**

## SPECIAL CONDITIONS OF CONTRACT

### SECTION-A

indicated under 'Regular Duration' in tabular form earlier here. Contract Period may be extended depending upon the requirement of BHEL as specified therein.

If the performance/services of the contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning reason and no payments will be made for the period after foreclosure.

#### 4.0 REGULAR WORKING HOURS

The services of cranes with operating crew shall be made available for duration of **twelve (12) hours per day** including total one-hour break (30 minutes for lunch and 2 tea intervals of 15 minute each). The regular working hours will usually be from 08:30 a.m. to 8:30 p.m. However, this shall be adjusted to suit the working hours of the project site from time to time.

#### 5.0 RATE SCHEDULE, QUOTED RATES/PRICE & CONTRACT VALUE

5.01 Bidders shall quote their price in the Rate Schedule furnished in "Price Bid Specification" issued as Part-II of this tender specification.

5.02 **Total amount payable towards mobilization and de-mobilization** of respective cranes shall be as in the table below.

SN	Description of Crane	Total Amount for Mobilization and Demobilization
1	150 MT Crane	Rs. 11,00,000

Respective amounts are also indicated in the Rate Schedule for respective cranes. Bidder shall neither quote any amount towards mobilization and de-mobilization separately nor make any alteration in these amounts specified by BHEL. Offers with any deviation in this regard will be rejected.

5.03 Bidder shall quote only monthly hire charges rate and indicate the corresponding amount for the duration indicated in the Rate Schedule. Bidder shall also indicate the total amount comprising of total monthly hire charges and mobilization & de-mobilization charges for the crane. In case of any discrepancy between the rates and amounts, the monthly hire charges rate quoted by the bidder shall be considered as correct and the grand total amount for the crane shall be re-calculated for the purpose of offer evaluation.

5.04 Agreed monthly hire charges rates shall remain **firm** throughout the **Regular Duration** indicated against respective crane. Applicable monthly hire charges for **Extension Periods** as proposed in this Tender Specification shall be **90%** of the rates agreed for the regular contract/hiring period. No other revision of the rates shall be admitted during these periods.

5.05 Road permits, Octroi, VAT, CST and Declaration Forms etc. required for deployment of the cranes at the destination sites shall be arranged by the bidder within the agreed price/rates. BHEL will neither issue any Road Permit or VAT/CST declaration forms for this purpose nor pay any taxes in this regard.

5.06 Prices shall be inclusive of all applicable taxes (excepting Service Tax), levies, services, consumables (excepting fuel), as per provisions under the Terms & Conditions in scope of contractor mentioned in this Tender Specification.

## SPECIAL CONDITIONS OF CONTRACT

### SECTION-A

#### 5.1 TAXES, DUTIES, LEVIES

##### 5.1.1

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.**

##### 5.1.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on Services are excluded from contractor's scope; therefore 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 10.3 %) on the admitted bill value.

**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,**

- I. The name, address and the registration number of the contractor,
- II. The name and address of the party receiving taxable service,
- III. Description, classification and value of taxable service provided and,
- IV. 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.**

##### 5.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) 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 **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. 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. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

##### 5.1.4 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

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#### 5.1.5 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.

#### 5.1.6 Submission of Periodical Reports

Contractor shall submit periodical reports in respect of following aspects of operation:

- 1) Consumption of welding electrodes and gases
- 2) Consumption of construction power
- 3) Manpower reports
- 4) Daily and Monthly Progress reports
- 5) Field calibration reports

BHEL at site will inform formats for these reports.

**5.1.7** It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours

#### **5.2 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.**

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
- iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.

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- iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

**5.3 In case the bidder quotes multiple options/models of crane the lowest rate/price among the technically accepted models shall be considered for awarding of contract.**

**5.4 Contract Value for Offer Evaluation & Work Order (Award Value):**

- (i) Total amount payable towards mobilization and de-mobilization.  
(ii) Total hire charges of Crane for the Regular Duration of the crane as per Tender Specification.

**5.5 STATUTORY/MANDATORY REQUIREMENTS & TAXES (PREVAILING)**

All statutory/mandatory requirements in respect of entry permits, taxes & levies as applicable shall be in the scope of contractor.

**6.0 EARNEST MONEY DEPOSIT, SECURITY DEPOSIT & BANK GUARANTEE**

**6.1 EARNEST MONEY DEPOSIT**

**Refer 'General conditions of Contract'**

**6.2 SECURITY DEPOSIT**

**Refer 'General conditions of Contract'**

**6.3 BANK GUARANTEE**

**Refer 'General conditions of Contract'**

**6.3.1 Guidelines for acceptance of Bank Guarantees are as follows :**

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

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

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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.

#### **7.0 PAYMENT TERMS**

##### **7.1**

The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and Service Tax etc with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.

##### **7.2**

Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

##### **7.3**

Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the crane and till the crane withdrawn for de-mobilization.

##### **7.4**

No advance payments shall be made by BHEL for this contract.

##### **7.5**

**Payment towards mobilization and de-mobilisation of crane shall be made in the manner as specified below.**

1. First 50% of the specified amount for mobilization and demobilization will be paid after deployment of the crane complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of crane as required by BHEL and BHEL's acceptance of load test of assembled crane at site.
2. Remaining 50% of the specified amount for mobilization and demobilization will be paid after removing the crane from the project site and clearing the site premises in all respect.

#### **7.6 PRO RATA DAILY & HOURLY HIRE CHARGES**

In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days shall be made by BHEL. Pro-rata daily hire charges shall be calculated as follows.

7.6.1 Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 30

7.6.2 Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 360

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#### **7.7 Hourly Overtime Charges**

If the crane is required beyond the normal working hours as stipulated in this tender specification, overtime payment shall be made as following.

Hourly Overtime Charges = 15% of Pro Rata Hourly Hire Charges (as in 7.6.2)

#### **8.0 SERVICES IN EXTENDED HOURS**

Services of the cranes with crew may be needed by BHEL beyond the specified regular working hours. Prior consent from BHEL's Construction Manager shall be obtained by the contractor for rendering such services. Payment for the same shall be made along with the concerned month's Hire Charges bill on pro-rata basis as per clause 7.7

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#### **Safety, Occupational Health and Environmental Management**

BHEL PSWR has been certified for Environmental Management under ISO 14001:1996 standard and Occupational Health & Safety under OHSAS 18001 by DNV. In order to comply with the above standards, it shall be the endeavour of BHEL and all its subcontractors to meet and implement the requirements by following the guidelines issued under Environmental, Occupational Health and Safety Management (EHS) manual a copy of which will be available with the BHEL Site-in-charge.

Contractor shall also enter into a "Memorandum of Understanding" as given in clause 9.9 in case of award of contract.

#### **9.0 Responsibility of the Contractor in Respect of Safety of Men, Equipment, Material and Environment.**

##### **9.1 The Contractor shall:**

###### **9.1.1**

Abide by the Safety Regulations applicable for the Site/Project and in particular as mentioned in the booklet "Safe Work Practices" issued by BHEL. Contractors are also to ensure that their employees and workmen use safety equipments as stipulated in the Factories Act (Latest Revision) during the execution of the work. Failure to use safety equipment as required by BHEL Engineer will be a sufficient reason for issuance of memo, which shall become part of Safety evaluation of the contractor at the end of the Project. Also all site work may be suspended if it is found that the workmen are employing unsafe working practice and all the costs/losses incurred due to suspension of work shall be borne by contractor. A comprehensive list of National Standards from which the contractor can draw references for complying with various requirements under this section is given under 9.10

###### **9.1.2**

Hold BHEL harmless and indemnified from and against all claims, cost and charges under Workmen's Compensation Act 1923 and 1933 and any amendment thereof and the contractor shall be solely responsible for the same.

###### **9.1.3**

Abide by the Procedure governing entry/exit of the contractor's personnel within the Customer/Client premises. All the contractors' employees shall be permitted to enter only on displaying of authorized Photo passes or any other documents as authorized by the Customer/Client.

###### **9.1.4**

Be fully responsible for the identity, conduct and integrity of the personnel/workers engaged by them for carrying out the contract work and ensure that none of them are ever engaged in any anti national activity

###### **9.1.5**

Prepare a signboard giving the following information and display it near work site:

- i) Name of Contractor
- ii) Name of Contractor Site-in-charge & Telephone number
- iii) Job Description in short
- iv) Date of start of job

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- v) Date of expected completion
- vi) Name of BHEL Site-in-charge.

#### 9.1.6

Abide by the rules and regulations existing during the contract period as applicable for the contractors at the Project premises.

#### 9.1.7

Observe the timings of work as advised by BHEL Engineer-in-charge for carrying out the contract work.

### 9.2 **SPECIAL CONDITIONS**

#### 9.2.1 **Safety**

##### 9.2.1.1 **Safety Plan**

Before commencing the work, contractor shall submit a "safety plan" to the authorized BHEL official. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety to men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder.

The contractor shall submit "safety plan" before start of work. During negotiations, before placing of work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety plan. Contractor shall abide by BHEL's decision in this respect.

##### 9.2.1.2

The contractor shall take all necessary safety precautions and arrange for appropriate appliances and/or as per direction of BHEL or its authorized person to prevent loss of human lives, injuries to men engaged and damage to property and environment.

##### 9.2.1.3

The contractor shall provide to his work force and also ensure the use of Personnel Protection Equipment (PPE) as found necessary and/or as directed and advised by BHEL officials without which permission is liable to be denied.

- Safety helmets conforming to IS 2925/1984 (1990)
- Safety belts conforming to IS 3521/1989
- Safety shoes conforming to IS 1989 part-II /1986(1992)
- Eye and face protection devices conforming to IS 2573/1986(1991), IS 6994 (1973), part-I (1991), IS 8807/1978 (1991), IS 8519/1977(1991).
- Other job specific PPEs of standard ISI make as may be prescribed

##### 9.2.1.4

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, cages, safety nets, ladders, equipment, etc used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item found to be unsafe.

##### 9.2.1.5

All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carryout all types of electrical works. All electrical appliances including portable electric

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tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

#### 9.2.1.6

The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

#### 9.2.1.7

The contractor shall adopt all fire safety measures as per relevant Indian Standards

#### 9.2.1.8

Where it becomes necessary to provide and/or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down by the relevant government acts, such as petroleum act, explosives act, petroleum and carbides of calcium manual of the chief controller of explosives, Government of India etc. The contractor in all such matters shall also take prior approval of the authorized BHEL official at the site.

#### 9.2.1.9

Proper means of access must be used e.g. ladders, scaffolds, platforms etc. No makeshift access such as oil drums or pallets shall be used. Design of these will be in accordance with relevant standards and certified by competent persons before use.

#### 9.2.1.10

Temporary arrangements made at Site for lifting, platforms, approach access etc should be properly designed and approved before being put to use.

#### 9.2.1.11

All excavations and openings must be securely and adequately fenced/barricaded and warning signs erected when considered necessary as per relevant code of practice.

#### 9.2.1.12

No persons shall remove guardrails, covers or protective devices unless authorized by a responsible supervisor and alternative precautions have been taken

#### 9.2.1.13

Access ways, means of escape and fire exits shall be clearly marked, kept clear and unobstructed at all times

#### 9.2.1.14

Only authorized persons holding relevant license will drive and operate site plant and equipments e.g. cranes, dumpers, excavators, transport vehicles etc

#### 9.2.1.15

Only authorized personnel are allowed to repair, commission electrical equipments.

#### 9.2.1.16

Gas Cylinders shall be handled and stored as per Gas Cylinders Rules and relevant safe working practices

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#### 9.2.1.17

All wastes generated at Site shall be segregated and collected in a designated place so as to prevent spillage/contamination/scattering at Site, until the waste is lifted for disposal to designated disposal area as advised by BHEL official.

#### 9.2.1.18

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural day light is not adequate for clear visibility.

The contractor shall train adequate number of workers/supervisors for administering "FIRST AID". List of competent first aid administrators should be prominently displayed.

#### 9.2.1.19

The contractor shall display at strategic places and in adequate numbers the following in fluorescent markings

- Emergency telephone numbers
- Exit, Walkways
- Safe working load charts for wire ropes, slings, D shackles etc
- Warning signs

#### 9.2.1.20

The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions that may endanger safety of men, equipment, material and environment in his scope of work or other contractors or agencies. Cost of damage, if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

#### 9.2.1.21

In case of a fatal or disabling injury/accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

#### 9.2.1.22

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

#### 9.2.1.23

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have the right to recover cost of such delay from payments due to the contractor after notifying the contractor suitably and giving him opportunity to present his case.

#### 9.2.1.24

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL

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shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

#### **9.2.1.25                    Emergency Response**

BHEL will have an Emergency Response Plan for each Project Site in consultation with the Owner as the case may be, detailing the procedure for mobilization of personnel and equipment, and defining the responsibilities of the personnel indicated, in order to prepare for any emergency that may arise in order to ensure the priorities of

- Safeguard of life
- Protect assets under construction or neighbouring
- Protect environment
- Resumption of normal operations as soon as the emergency condition is called off

All Contractors shall also be part of the Emergency response Plan and the personnel so nominated shall be aware of their duties and responsibilities in an emergency response situation.

#### **9.2.1.27**

At least 5% Contractors supervisors and workmen shall undergo training in administering 'First Aid'. The trained persons should represent for all categories of work and for all areas of work. Adequate number of trained persons should be available for each shift. These first aides shall be included in the emergency response team. Contractor employees and workmen are encouraged to participate in first aid training programmes whenever organized by BHEL.

### **9.2.2    OCCUPATIONAL HEALTH**

#### **9.2.2.1**

Specific occupational health hazards will be identified through the hazard evaluation processes in consultation with BHEL engineers and the necessary prevention/reduction/elimination methods implemented.

#### **9.2.2.2**

All personnel working in an activity with a potential risk to health shall be made aware of all those risks and the actions they must take to reduce/control/eliminate the risk

#### **9.2.2.3**

Safety coordinator shall conduct periodic checks to ensure that every group of workers engaged in similar activities are aware of potential risks to health and the actions required to be taken to mitigate the risk

#### **9.2.2.4**

In order to protect personnel from associated health hazards, the following main areas will be focused

- Issue of approved Personnel Protective Equipment
- Verification that the PPE are adequate/maintained and worn by all staff involved in operations that are potentially hazardous to their health
- Ensure that the personnel deployed are physically fit for the operation/work concerned
- Provide hygienic and sanitary working conditions

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#### **9.2.2.5**

Contractor workers employees engaged in noise risk areas shall be issued with hearing protection aids and the use of the same will be enforced. Further, these workers will be educated on the hazards of noise

#### **9.2.2.6**

Contractor workers engaged in dust environment shall be issued with necessary dust protection aids and the use of the same shall be enforced

#### **9.2.2.7**

Workers engaged in exposure to bright light/rays as in welding or radiation shall be issued with eye protection devices and the use of the same shall be enforced

#### **9.2.2.8**

Adequate arrangements shall be made to provide safe drinking water

Health monitoring records on at least sample basis for contractor employees & workmen shall be maintained for persons engaged in specified categories of work. These shall include

- Noise induced hearing loss
- Lung Function test
- Ergonomic Test
- Eye Test for Welders, Grinders, Drivers etc

### **9.2.3.0 HYGIENE and HOUSEKEEPING**

#### **9.2.3.1**

Good house keeping and proper hygiene is one of the key requirements of Occupational Health Safety and Environment management. Towards this the contractor shall encourage his workers and supervisors to maintain cleanliness in their area of work.

#### **9.2.3.2**

The Contractor shall arrange to place waste bins/chutes at convenient locations for the collection of scrap and other wastes. The bins shall be clearly marked and segregated for metal, non-metal, hazardous and non hazardous wastes.

#### **9.2.3.3**

BHEL may take up appropriate remedial measures at the cost of the contractors if the contractors fail in good house keeping and if there is an imminent risk of pollution

### **9.2.4 ENVIRONMENT MANAGEMENT**

#### **9.2.4.1**

BHEL has a sound environmental management system, which is to be maintained and implemented by all the contractors. The system allows for project specific objectives to be set and developed sensitive to client requirements, applicable environmental legislation and BHEL's own objectives and policy. BHEL engineers will assess and monitor the environmental impact of their work and lay out objectives for their minimization. The contractors shall implement the objectives for continual improvement of environmental performance. BHEL shall regularly audit environmental impacts and their improvements.

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#### **9.2.4.2 WASTE MANAGEMENT**

##### **9.2.4.3.1**

The objective of waste management is to ensure the safe and responsible disposal of waste, ensuring that it is correctly disposed of and being able to audit the process to ensure compliance.

##### **9.2.4.3.2**

Chemical wastes if any shall be collected separately and disposed of to BHEL designated refuse yard as per BHEL advice.

##### **9.2.4.3.3**

No dangerous chemicals, noxious waste products or materials will be disposed off on or off site without approval obtained through BHEL.

##### **9.2.4.3.4**

All disposal of wastes generated during construction shall be in accordance with all relevant legislation.

Acid and alkali cleaning wastes shall be neutralized to acceptable norms before disposal to the designated area.

##### **9.2.4.3.5**

All necessary measures shall be taken to ensure safe collection and disposal of waste oils. In particular to ensure the prevention of their discharge into surface waters, ground waters, coastal waters or drainages

#### **9.3 SUPERVISION**

##### **9.3.1**

Contractor must provide at least one full time on site safety coordinator when the manpower engaged is in excess of 50 for the contract activities in the premises. If the manpower is less than 50, the on site safety coordination responsibilities shall be assumed by any one of the contractor's other supervisory staff; however in both the cases, the contractor must specify in writing the name of such persons to the BHEL Engineer in Charge.

##### **9.3.2**

Contractor's safety coordinator or his supervisor responsible for safety as the case may be shall conduct at his work site, and document formal safety inspection and audits at least once in a week. Such documents are to be submitted to BHEL Engineer in Charge for his review and record.

Contractor, supervisor must attend all schedule safety meetings as would be intimated to him by the BHEL Engineer in Charge.

##### **9.3.3**

Before starting work under any contract, the contractor must ensure that a job specific safety procedures/field practices as required over and above the safety permit conditions are prepared and followed .He should also ensure that all supervisors and workers involved understand and follow this procedures /field practices.

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#### 9.3.4

Contractor must ensure that in his work site appropriate display boards are put displaying signs for site safety, potential hazards and precautions required.

#### 9.4.0 **TRAINING & AWARENESS**

##### 9.4.1

Contractor shall deploy experienced supervisors and other manpower who are well conversant with the safety and environment regulations of the Project. The electricians to be deployed on the job should have wireman license.

##### 9.4.2

All Supervisors & Workmen of the Contractor shall undergo Fire safety training/ demonstration whenever arranged by BHEL with the help of either Customer's Fire and Safety department or outside faculty so as to acquire knowledge of fire prevention and also to be able to make use of appropriate fire extinguishers.

##### 9.4.3

Contractor must familiarize himself from BHEL Engineer in Charge about all known potential fire, explosion or toxic release hazards related to the contract. He in turn will ensure that same information has been passed to the supervisors and workmen

##### 9.4.4

Contractor must ensure that all his supervisors are properly trained and each employee has received and understood from his supervisor necessary training and briefing about the safety requirement. Necessary document as a means to verify that employees have understood the training is to be maintained.

##### 9.4.5

The contractor supervisors shall also give a small safety briefing to all the workmen under his charge before undertaking any new work and specially understand the safety requirements that are mandatory

#### 9.5.0 **REPORTING**

##### 9.5.1

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrences to the authorized BHEL official immediately after such occurrence but in any case not later than twelve hours of the occurrence. Such report shall be furnished in the manner prescribed by BHEL and also to meet statutory requirement.

##### 9.5.2

Any injury sustained by any of the contractor's employees within the Project premises must be reported to BHEL supervisor and FIRST AID should be immediately administered. The Contractor shall be responsible for keeping and maintaining proper records of Accidents to his personnel.

##### 9.5.3

Contractor must arrange to immediately investigate, properly document and report any injury, accident or near miss involving any of his employees and take appropriate follow up action. He must furnish within 12 hours of the incident a written report to BHEL Engineer in charge and the Safety Section.

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#### 9.5.4

According to the Factory Act and the Employees state Insurance Act & regulation, any person sustaining any injury within the project premises and absenting himself from work for more than 46 hours, his accident report has to be sent to the respective Government Authorities. Therefore contractor shall inform the owner's representative such matter immediately for their needful action.

#### 9.5.5

In addition, contractor shall submit periodic reports on safety to the authorised BHEL official from time to time as prescribed.

#### 9.5.6

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

### 9.6 AUDIT REVIEW AND INSPECTION

#### 9.6.1

BHEL shall conduct audit on the contractor performance and compliance with the project specific requirements of the Environment and Occupational Health & Safety Management systems. The programme of audit shall cover all activities under the contract but will focus particularly on high-risk activities. The Construction Manager shall decide the schedule of audit. The audit findings shall be communicated to the contractors and necessary remedial action as advised by BHEL Engineers shall be under taken within the stipulated time.

#### 9.6.2

Inspections shall be carried out regularly by the contractors and by BHEL Engineers on activities, facilities, equipment, documentation, to cover the following aspects.

- Compliance with procedures and systems
- Availability, condition and use of PPE
- Condition of maintenance tools, equipments, facilities
- Availability of fire fighting equipments and its condition
- Use of fire fighting equipments and first aid kit
- Awareness of occupational health hazard
- Awareness of safe working practices
- Presence of quality supervision
- Housekeeping

The Safety coordinator shall visit and inspect work sites daily. All unsafe acts, unsafe conditions that have imminent potential for causing harm/injury/damage will be immediately corrected. He shall maintain a daily logbook giving details of unsafe acts or conditions observed and the corrective action taken and recommendations for preventing recurrence. Adequacy of corrective actions will be verified

The contractor shall take remedial measures as per the findings of each inspection Besides the above, the contractor shall be required to carry out the following inspections

Sl no	Equipment	Scope of inspection	Inspection by	Schedule
1	Hand tools	To identify unsafe/defective tool	User	Daily
2	Power tools	To identify unsafe/defective tool	User	Daily

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3	Fire Extinguishers	To check pressure and any defect	User / Safety Coordinator	Daily Every month
4	Lifting equipment/tackles	To check for defects and efficacy of brakes	User Third party	Daily Every Year
5	PPE	To check for defects	User	Daily

#### 9.7 **NON COMPLIANCE:-**

##### 9.7.1

NONCONFORMITY OF SAFETY RULES AND SAFETY APPLIANCES WILL BE VIEWED SERIOUSLY AND THE BHEL HAS RIGHT TO IMPOSE FINES ON THE CONTRACTOR AS UNDER **for every instance of violation noticed:**

Sl. No	Instance of Violation	Fine (in Rs)
01.	Not Wearing Safety Helmet	50/-
02.	Not wearing Safety Belt	100/-
03.	Grinding Without Goggles	50/-
04.	Not using 24 V Supply For Internal Work	500/-
05.	Electrical Plugs Not used for hand Machine	100/-
06.	Not Slings property	200/-
07.	Using Damaged Sling	200/-
08.	Lifting Cylinders Without Cage	500/-
09.	Not Using Proper Welding Cable With Lot of Joints And Not Insulated Property.	200/-
10.	Not Removing Small Scrap From Platforms	200/-
11.	Gas Cutting Without Taking Proper Precaution or Not Using Sheet Below Gas Cutting	200/-
12.	Not Maintaining Electric Winches Which are Operated Dangerously	500/-
13.	Improper Earthing Of Electrical T&P	500/-
	Major Accident or Accidents causing partial loss of earning to the victim	50,000/- per victim
14	Fatal Accident or Accidents causing permanent loss of earning to the victim	1,00,000/- per victim

Any other non-conformity noticed not listed above will also be fined as deemed fit by BHEL. The decision of BHEL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected above will be utilised for giving award to the employees who could avoid accident by following safety rules. Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.

#### 9.8

**CITATION:-**If safety record of the contractor in execution of the awarded job is to the satisfaction of safety department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

## SPECIAL CONDITIONS OF CONTRACT

### SECTION-A

#### 9.9

##### **Memorandum of Understanding**

After Award Of Work, Contractors Are Required To Enter Into A Memorandum Of Understanding As Given Below:

##### **Memorandum of Understanding**

**BHEL, PSWR is committed to Health, Safety and Environment Policy (EHS Policy) as given in the booklet titled "Safe Working Practices" issued to all contractors.**

M/s \_\_\_\_\_ do hereby also commit to the same EHS Policy while executing the Contract Number \_\_\_\_\_

**M/s \_\_\_\_\_ shall ensure that safe work practices not limited to the above booklet are followed by all construction workers and supervisors. Spirit and content therein shall be reached to all workers and supervisors for compliance.**

BHEL will be carrying out EHS audits twice a year and M/s \_\_\_\_\_ shall ensure to close any non-conformity observed/reported within fifteen days.

Signed by authorized representative of M/s-----

Name :

Place & Date:

#### 9.10

Comprehensive list of National Standards for reference and use wherever applicable in the execution of Civil, Erection and Commissioning Contracts.

IS No	YEAR	Amd upto	DESCRIPTION
IS 10204	1982		PORTABLE FIRE EXTINGUISHERS MECHANICAL FOAM TYPE
IS 10245	1994		SPECIFICATION FOR BREATHING APPARATUS
IS 10291	1982		SAFETY CODE FOR DRESS DRIVERS IN CIVIL ENGINEERING WORKS
IS 10658	1983		HIGHER CAPACITY DRY POWDER FIRE EXTINGUISHERS (TROLLEY MOUNTED)
IS 10662	1992		COLOUR TELEVISION
IS 10667	1983		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF FOOT AND LEG
IS 11037	1984		ELECTRONIC FAN REGULATORS
IS 11057	1984		INDUSTRIAL SAFETY NETS
IS 11451	1998		RECOMMENDATION FOR SAFETY AND HEALTH REQUIREMENT RELATING TO OCCUPATION EXPOSURE TO ASBESTOS
IS 1169	1967		PEDESTAL FANS
IS 1179	1967		SPECIFICATION FOR EQUIPMENT FOR EYE AND FACE PROTECTION DURING WELDING
IS 11833	1986		DRY POWDER FIRE EXTINGUISHERS FOR METAL FIRES
IS 11972	1987		CODE OF PRACTICE FOR SAFETY PRECAUTION TO BE TAKEN WHEN ENTERING A SEWAGE SYSTEM
IS 1287	1986		ELECTRIC TOASTER

## SPECIAL CONDITIONS OF CONTRACT

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IS No	YEAR	Amd upto	DESCRIPTION
IS 13063	1991		STRUCTURAL SAFETY OF BUILDINGS ON SHALLOW FOUNDATIONS ON ROCKS
IS 13385	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE WHEEL MOUNTED WATER TYPE (GAS CARTRIDGES)
IS 13386	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE MECHANICAL FOAM TYPE
IS 13415	1992		CODE OF SAFETY FOR PROTECTIVE BARRIERS IN AND AROUND BUILDINGS
IS 13416	1992		RECOMMENDATIONS FOR PREVENTIVE MEASURES AGAINST HAZARDS AT WORKING PLACE PART 1 TO PART 5
IS 13430	1992		CODE OF PRACTICE FOR SAFETY DURING ADDITIONAL CONSTRUCTION AND ALTERATION TO EXISTING BUILDINGS
IS 13849	1993		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE ( CONSTANT PRESSURE)
IS 1446	1985		CLASSIFICATION OF DANGEROUS GOODS (FIRST REVISION)
IS 1476	1979		REFRIGERATORS
IS 1641	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): GENERAL PRINCIPLES OF FIRE GRADING AND CLASSIFICATION
IS 1642	1989		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS- DETAILS OF CONSTRUCTION
IS 1643	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): EXPOSURE HAZARD
IS 1646	1997		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): ELECTRICAL INSTALLATIONS
IS 1904	1986		CODE OF PRACTICE FOR DESIGN AND CONSTRUCTION OF FOUNDATIONS IN SOIL
IS 1905	1987		STRUCTURAL SAFETY OF BUILDINGS MASONARY WALLS
IS 2082	1985		ELECTRICAL GEYSERS
IS 2171	1985		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CARTRIDGE)
IS 2309	1989		PRACTICE FOR THE PROTECTION OF BUILDINGS AND ALLIED BUILDINGS AGAINST LIGHTENING
IS 2312	1967		EXHAUST FANS
IS 2361	1994		SPECIFICATION FOR BUILDING GRIPS - FIRST REVISION
IS 2418	1977		TUBULAR FLUORSCENT LAMPS IS 2418 (FT-1)
IS 2750	1964		STEEL SCAFFOLDINGS
IS 2762	1964		SAFE WORKING LOADS IN KGS FOR WIRE ROPE SLINGS
IS 2878	1986		FIRE EXTINGUISHERS CARBON DIOXIDE TYPE (PORTABLE AND TROLLEY MOUNTED)
IS 2925	1984		SPECIFICATION FOR INDUSTRIAL SAFETY HELMETS
IS 3016	1982		CODE OF PRACTICE FOR FIRE PRECAUTIONS IN WELDING AND CUTTING OPERATIONS- FIRST REVISION
IS 3315	1974		DESERT COOLERS
IS 3521	1989		INDUSTRIAL SAFETY BELTS AND HARNESS
IS 368	1983		IMMERSION WATER HEATERS
IS 3696	1991		SAFETY CODE OF SCAFFOLDS AND LADDERS PART 1 TO 2
IS 3737	1996		LEATHER SAFETY BOOTS FOR WORKERS IN HEAVY METAL INDUSTRIES
IS 374	1979		CEILING FANS INCLUDING REGULATORS

## SPECIAL CONDITIONS OF CONTRACT

### SECTION-A

IS No	YEAR	Amd upto	DESCRIPTION
IS 3764	1992		EXCAVATION WORK - CODE OF SAFETY
IS 3786	1983		METHOD FOR COMPUTATION OF FREQUENCY AND SEVERITY RATES FOR INDUSTRIAL INJURIES AND CLASSIFICATION OF INDUSTRIAL ACCIDENTS
IS 3935	1966		CODE OF PRACTICE FOR COMPOSITE CONSTRUCTION
IS 4014	1967		CODE OF PRACTICE FOR STEEL TUBULAR SCAFFOLDING
IS 4081	1986		SAFETY CODE FOR BLASTING AND RELATED DRILLING OPERATIONS
IS 4082	1977	1996	STACKING AND STORAGE OF CONSTRUCTION MATERIALS AND COMPONENTS AT SITE
IS 4130	1991		DEMOLITION OF BUILDINGS - CODE OF SAFETY PART 1 TO 2
IS 4138	1977		SAFETY CODE FOR WORKING IN COMPRESSED AIR (FIRST REVISION)
IS 4155	1966		GLOSSARY OF TERMS RELATING TO CHEMICAL AND RADIATION HAZARDS AND HAZARDOUS CHEMICALS
IS 4209	1967		CODE OF SAFETY FOR CHEMICAL LABORATORY
IS 4250	1980		FOOD MIXERS
IS 4262	1967		CODE OF SAFETY FOR SULFURIC ACID
IS 4756	1978		SAFETY CODE FOR TUNNELING WORK
IS 4912	1978		SAFETY REQUIREMENTS FOR FLOOR AND WALL OPENINGS, RAILINGS AND TOE BOARDS
IS 5121	1969		SAFETY CODE FOR PILING AND OTHER DEEP FOUNDATIONS
IS 5182	1969	1982	METHODS FOR MEASUREMENT OF AIR POLLUTION
IS 5184	1969		CODE OF SAFETY FOR HYDROFLUORIC ACID
IS 5216	1982	2000	RECOMMENDATIONS ON SAFETY PROCEDURES AND PRACTICE IN ELECTRICAL WORK PART I AND II
IS 555	1979		TABLE FANS
IS 5557	1995		INDUSTRIAL AND SAFETY LINED RUBBER BOOTS ( SECOND REVISION)
IS 5916	1970		SAFETY CODE FOR CONSTRUCTION INVOLVING USE OF HOR BITUMINOUS MATERIALS
IS 5983	1980		SPECIFICATION FOR EYE PROTECTORS - FIRST REVISION
IS 6234	1986		PORTABLE FIRE EXTINGUISHERS WATER TYPE ( STORED PRESSURE)
IS 692	1994		CRITERIA FOR SAFETY AND DESIGN OF STRUCTURES SUBJECTED TO UNDERGROUND BLASTS
IS 6994	1973		SPECIFICATION FOR SAFETY GLOVES
IS 7155	1986		CODE OF RECOMMENDED PRACTICE FOR CONVEYOR SAFETY (PART 1 TO 8)
IS 7205	1974		SAFETY CODE FOR ERECTION OF STRUCTURAL STEEL WORK
IS 7293	1974		SAFETY CODE FOR WORKING WITH CONSTRUCTION MACHINERY
IS 7323	1994		GUIDELINES FOR OPERATIONS OF RESERVOIRS
IS 7812	1975		CODE OF SAFETY FOR MERCURY
IS 7969	1975		SAFETY CODE FOR HANDLING AND STORAGE OF BUILDING MATERIALS
IS 8089	1976		CODE OF SAFE PRACTICE FOR LAYOUT OF OUTSIDE FACILITIES IN AN INDUSTRIAL PLANT

## SPECIAL CONDITIONS OF CONTRACT

### SECTION-A

IS No	YEAR	Amd upto	DESCRIPTION
IS 8091	1976		CODE OF PRACTICE FOR INDUSTRIAL PLANT LAYOUT
IS 8095	1976		ACCIDENTS PREVENTION TAGS
IS 818	1968	1997	CODE OF PRACTICE FOR SAFETY AND HEALTH REQUIREMENTS IN ELECTRIC AND GAS WELDING, AND CUTTING OPERATIONS
IS 8448	1989		AUTOMATIC LINE VOLTAGE CORRECTOR (STABILISER)
IS 8519	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR BODY PROTECTION
IS 8520	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR EYE, FACE AND EAR PROTECTION
IS 875	1987		STRUCTURAL SAFETY OF BUILDING: LOADING STANDARD PART 1 TO 5
IS 8807	1978		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF ARMS AND HANDS
IS 8978	1985		INSTANTANEOUS WATER HEATERS
IS 8989	1978		SAFETY CODE FOR ERECTION OF CONCRETE FRAMED STRUCTURES
IS 940	1989		PORTABLE FIRE EXTINGUISHERS WATER TYPE ( GAS CARTRIDGE)
IS 9457	1980		SAFETY COLOURS AND SIGNS
IS 9679	1980		CODE OF SAFETY FOR WORK ENVIRONMENTAL MONITORING
IS 9706	1997		CODE OF PRACTICE FOR THE CONSTRUCTION OF AERIAL RPEWAYS FOR THE TRANSPORTATION OF MATERIAL
IS 9759	1981		GUIDELINES FOR DEWATERING DURING CONSTRUCTION
IS 9815	1989		SERVO MOTOR OPERATED LINE VOLTAGE CORRECTOR (SERVO STABILISER)
IS 9944	1992		RECOMMENDATIONS ON SAFE WORKING LOAD FOR NATURAL AND MAN-MADE FIBRE ROPE SLINGS
IS 996	1979		SINGLE PHASE ELECTRIC MOTORS
ISO 3873	1977		SAFETY HELMET

## SPECIAL CONDITIONS OF CONTRACT

### SECTION-A

#### **10.0 BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC.: DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS**

##### **10.1**

The contractor shall ensure 100% availability of the services of crane. If however there is any breakdown of the crane, the services shall be restored at the earliest so as not to affect the work at project site. **Disallowance in monthly rental charges** shall be made towards non-availability of services of crane for any reasons whatsoever as under:

##### **10.1.1 Individual Incidences of Breakdown**

- a) **Up to 4 (four) hours in a single incidence:** Single pro-rata basis.
- b) **Single Incidence stretching more than four hours:** Single pro-rata basis up to 4 hours, followed by double pro-rata basis for duration exceeding four hours.

##### **10.1.2 Cumulative Breakdown Duration in a Month**

- a) **Up to 36 Hours in a Complete Calendar Month:** Single Pro-Rate basis.\*
- b) **Exceeding 36 Hours in a Complete Calendar Month:** Single Pro-Rata basis up to 36 hours, followed by double pro-rata basis for duration exceeding 36 hours. \*

**\* In both the cases (10.1.2.a and 10.1.2.b) as above, the conditions regarding disallowance due to individual incidence of breakdown (10.1.1.a and 10.1.1.b) shall essentially be applicable irrespective of the Cumulative Duration in the month.**

10.1.3 For billing period less than one calendar month, the limit of 36 hours shall be pro-rated as 10% of the Hire Period in number of hours (e.g. Hire Period in hours = utilized number of days in the calendar month x 12 hours per day).

##### **10.2**

BHEL may also choose to utilize the services of the crane in extended hours or on holidays to offset the lost hours due to breakdown in lieu of disallowance as stipulated above. Construction Manager BHEL shall permit offsetting of lost hours only after the incidence of such breakdown and usually within the remaining period of the concerned calendar month of breakdown. Carrying forward to subsequent months shall be at the sole discretion of BHEL construction manager.

Offsetting shall be done with express prior permission of BHEL Construction Manager by availing the services in extended hours or on holidays maximum up to the same number of hours lost due to breakdown irrespective of the total duration or single instance duration mentioned in earlier paragraphs. Depending on the actual project requirement, BHEL may opt to offset the lost hours due to breakdown either partly or fully. In the event of partial offsetting, disallowance as in relevant clause shall be applicable for the remaining lost hours.

## **SPECIAL CONDITIONS OF CONTRACT**

### **SECTION-A**

#### **10.3**

In case there is a major breakdown of the crane, the contractor shall repair it or substitute with similar or higher capacity crane with BHEL's prior consent (regarding acceptability of the substitute) within 15 days. Failure to do so, shall entitle BHEL to arrange alternative at the risk and cost of contractor. Disallowance of rental charges shall be applicable in accordance with relevant clause.

#### **11.0 MOBILISATION PERIOD**

Crane with crew complete in all respect shall reach project site & made available for BHEL's work after load test within 30 (**Thirty**) days from BHEL's written deployment notice for respective crane.

#### **12.0 SCOPE FOR MOBILISATION & DEMOBILISATION**

Contractor shall arrange suitable capacity assist cranes and Tools & Tackles at the respective project site for unloading of crane sub-assemblies, components, assembly, dismantling/loading of the crane during mobilization & de-mobilization of crane. Contractor shall also arrange to and fro transportation, skilled manpower and consumables at his own cost.

#### **13.0 DAILY LOG BOOK**

The contractor shall maintain a logbook in duplicate giving full operation details, preventive maintenance and Breakdown records and obtain counter signature of BHEL Engineer in Charge on a daily basis. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.

#### **14.0 REPAIR & MAINTENANCE COST**

The cost of repairs arising during the operation should be borne by the contractor. Necessary manpower, fuel, lubricants, tools & tackles, assist cranes and spare parts shall be made available by the contractor as a normal scope to attend the breakdowns.

#### **15.0 RELIEVERS FOR OPERATING CREW**

In case any member of the operating crew proceeds on leave/ is absent, the contractor shall arrange alternative beforehand for continuation of work to meet BHEL's time-bound erection programme.

#### **16.0 BOOM EXTENSION & REDUCTION**

First assembly of the entire crane including required boom length, as decided by Construction Manager BHEL and dismantling for demobilization are in regular scope of these services.

For any in-between requirement of boom extension or reduction of the cranes at site, the manpower, tools and tackles required shall be provided by BHEL's erection agency free of charges. However the Contractor shall extend supervisory services of the operating crew for all such instances as necessary for BHEL. This duration shall be treated as services utilized and considered for payment of hire charges.

## **SPECIAL CONDITIONS OF CONTRACT**

### **SECTION-A**

#### **17.0 INSURANCE COVER FOR MEN & MATERIALS**

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third Party Liability cover for the cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the crane/cranes, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities.

BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

#### **18.0 ACCOMODATION & LOCAL CONVEYANCE**

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site.

#### **19.0 FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT**

Contractor shall arrange and submit fitness certificate of the assembled crane at site from the statutory authority as applicable.

#### **20.0 LOAD TESTING AT SITE**

BHEL will provide suitable load for carrying out the load test on assembled crane, however contractor shall arrange to & fro transportation of such test load within plant premises and return the same after completion of load test at their own cost. Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per crane load capacity chart.

#### **21.0 GATE PASS FOR MEN & MATERIALS**

Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

#### **22.0 LIQUIDATED DAMAGES**

The bidder is to clearly understand that timely deployment of the services complete with equipment and crew is very vital to this contract. Therefore deployment of crane with all necessary attachments, components and O&M crew specified in the work order shall be made within the time limit prescribed in the contract. In case of delay in deployment beyond the period specified in the order, BHEL will have no obligation to accept the crane and reserves the right to levy liquidated damages @ 0.5% (half percent) of the Order Value for each week of delay or part thereof, subject to a maximum of 5% of the Order Value.

In exceptional cases where the reasons for delay in deployment of crane at the project site are beyond the control of the contractor (e.g., Natural Calamities, Riot, Strike and Force Mejeure conditions) extension of delivery date may be granted by BHEL on merit. Documentary evidences supporting the reasons of such delay are to be produced by the contractor.

## **SPECIAL CONDITIONS OF CONTRACT**

### **SECTION-A**

#### **23.0 FUEL, LUBE AND HYDRAULIC OIL ETC.**

Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL/ BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the services are being utilized by BHEL. Consumption of fuel shall be as indicated by the bidder in this offer (Technical Bid). Excess consumption, if any, due to inefficient engine performance, leakage, theft and other reasons attributable to the bidder/crane shall be on the bidders account.

The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

Hydraulic oil, Engine Oil, Grease and all other lubricants and associated consumables e.g. filter elements etc have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost plus overhead charges (Currently @30%) shall be recovered by BHEL.

#### **24.0 HOLIDAYS AND OTHER BENEFITS:**

Three national holidays shall be treated as holidays for the operation of this contract. In case services are availed on these days, the same will be treated as overtime.

Being an important power project construction work, erection activities are likely to be carried out on Sundays and other holidays as well. No extra payments are envisaged other than the rentals for such holidays as specified elsewhere herein. The rates quoted by bidders shall be inclusive of such considerations.

#### **25.0 STATUTORY REQUIREMENTS**

ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.

#### **26.0 REJECTION OF TENDER & OTHER CONDITIONS**

The decision regarding 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 reason whatsoever: -

- To reject any or all the tenders.
- To split up the work amongst two or more bidders.
- To award the work in part.
- Either of the contingencies stated above to modify the time for completion suitably.
- Conditional and Un-witnessed 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.

#### **27.0 GENERAL**

27.1 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.

27.2 In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount recalculated for the intended order quantity.

27.3 In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

## **SPECIAL CONDITIONS OF CONTRACT**

### **SECTION-A**

27.4 Bidders are free to quote separate rates/prices in case alternative models/make of crane offered for a specific requirement. In case more than one such option is found technically acceptable for the same requirement, BHEL's choice for order will be based on the lowest (L-1) price of all such options. However, Contractor will be permitted to deploy other technically acceptable models within the ordered (L-1) price for the same requirement.

27.5 In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

#### **28.0 SUSPENSION OF BUSINESS DEALING WITH CONTRACTORS (w.e.f 18.05.09)**

A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:

- I. Bidder does not honour his own offer or any of its conditions within the validity period.
- II. Bidder fails to respond against three consecutive enquires of BHEL.
- III. After placement of order, Bidder fails to execute a contract.
- IV. Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
- V. Bidder's performance rating falls below 60% in specific category.
- VI. Bidder works are under strike/ lockout for a long period.

A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-

- VII. Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
- VIII. Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.
- IX. Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.

A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:

- X. Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.
- XI. In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
- XII. Bidder is found to be involved in cartel formation.
- XIII. The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.
- XIV. The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- XV. The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.
- XVI. Bidder is found to have obtained Official Company information/ documentation by questionable means.
- XVII. Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.

## **INSTRUCTION FOR FILLING UP APPENDICES**

**Please note the following while filling up the Appendices.**

- 1. Blank Formats for technical and other essential details of offered Crane is furnished in Appendix-1. Bidder must fill up all the details and submit as part of Technical cum Commercial Bid. These details shall not be furnished with Price Bid.**
- 2. In case the Bidder offers alternative models for a particular requirement, they shall use copy of the relevant Appendix for furnishing these details for each alternative/option.**
- 3. Options must be clearly assigned identification numbers and indicated in the relevant space in the Appendix.**
- 4. Bidders shall furnish appropriate supporting documents duly furnishing cross-reference in the Appendices.**
- 5. In case of insufficient space in the Appendix, bidder shall use additional sheets in order to furnish complete information.**

## APPENDIX-1

TECHNICAL DETAILS OF OFFERED <b>150 MT</b> CRAWLER CRANE REQUIRED FOR <b>2X660 MW JAYPEE NIGRIE PROJECT IN SINGRAULI, M.P.</b>			
<b>150 MT Crane</b>			
SN	DESCRIPTION	AS BEING OFFERED BY BIDDER	SUPPORTING DOCUMENT REFERENCE
1	NAME OF CRANE MANUFACTURER		
2	CRANE MODEL NO		
3	MFG SL. NO. OF CRANE		
4	MAXIMUM RATED CAPACITY IN METRIC TONNES		
	WORKING RADIUS FOR MAX RATING		
5	FURNISH TECHNICAL/ TYPE OF BOOM CONFIGURATION & LOAD CHART SPECIFIC TO BOOM, WHICH SHALL BE PROVIDED. SPECIFY , WHETHER OFFERED CRANE IS WITH OR WITHOUT HEAVY LIFT ATTACHMENT WHAT IS THE MAXIMUM CAPACITY OF CRANE WITHOUT HLA		
6	TYPE OF MAIN & JIB BOOM OFFERED		
7	LENGTH OF BASIC BOOM		
8	TOTAL LENGTH OF MAIN BOOM		
9	LENGTH OF BASIC JIB		
10	TOTAL LENGTH OF JIB		
11	LIFTING CAPACITY OF MAIN HOOK BLOCK IN MT		
12	LIFTING CAPACITY OF JIB (AUXILIARY) HOOK BLOCK IN MT		
13	CRAWLER TO CRAWLER MAXIMUM OUTER DISTANCE		
14	PROVISION FOR INDEPENDENT OPERATION OF MAIN HOOK BLOCK AND AUXILIARY HOOK BLOCK (YES / NO)		

TECHNICAL DETAILS OF OFFERED <b>150 MT</b> CRAWLER CRANE REQUIRED FOR <b>2X660 MW JAYPEE NIGRIE PROJECT IN SINGRAULI, M.P.</b>			
<b>150 MT Crane</b>			
SN	DESCRIPTION	AS BEING OFFERED BY BIDDER	SUPPORTING DOCUMENT REFERENCE
15	COPY OF LATESTTEST CERTIFICATE		
16	CRANE LOAD CAPACITY CHART ENCLOSED		
17	CRANE PRODUCT CATALOGUE ENCLOSED		
18	DETAILS OF SAFETY FEATURES IN THE OFFERD CRANE		
19	CERTICIATION OF "SAFE CONSTRUCTION EQUIPMENT" OF THE OFFERED CRANE FROM ANY REGULATORY AUTHORITY		
20	DIMENSION OF CRANE IN OPERABLE CONDITION (WITH SKETCH/DRAWING/PHOTOGRAPH)		
21	PRESENT LOCATION OF ENGAGEMENT OF THE OFFERED CRANE <b>WITH CONTACT TELEPHONE NUMBERS</b> AND ADDRESS		
22	SCHEDULE FOR DEPLOYMENT AT BHEL PROJECT SITE AS PER TENDER SPECIFICATION		
23	DEPLOYMENT HISTORY OF OFFERED CRANE IN LAST FIVE YEARS (INDICATING NAMES OF THE CUSTOMERS IN NEXT COLUMN, AND ENCLOSE COPY OF ORDERS AND COMPLETION CERTIFICATE AS REF DOCUMENTS	05-06 06-07 07-08 08-09 09-10	A) B) C) D) E)

SIGNATURE OF BIDDER WITH SEAL