HIRING OF CRANE FOR 4X200 MW KOLDAM HEP (HP)



BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking)
POWER SECTOR - NORTHERN REGION SECTOR-16A, NOIDA (UP)- 201301

PART-I (TECHNICAL BID)

PART-II (PRICE BID)

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ISO 9001-2000,ISO 14001 and OHSAS 18001 certified company SubContract and Purchase Deptt. Bharat Heavy Electricals Limited (A Govt. of India Undertaking)

Power Sector – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar,
NOIDA – 2 01301 (INDIA)

Phone: 91-120-2515476 / 2515464 / 2515479 Fax 91-120-2515464 / 2515467

Email: sku@bhelpsnr.co.in / msd@bhelpsnr.co.in

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for hiring of one number Rough Terrain Hydraulic Crane for 4X200 MW KOLDAM HEP, Distt. Bilaspur (Himachal Pradesh) as per following details:-

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/NR(SCT): KOLDAM:CRANE -HIRE:359	"Hiring of Rough terrain hydraulic crane 70-80 MT at 3.0 MTR radius , basic boom length 10 MTR with hydraulically expandable boom upto 30 MTR"	09.10.2006 3.30PM (IST)
	Quantity Required - One No.	

Notes:

- 1. For detailed tender enquiry, please visit BHEL web site www.bhel.com
- 2. Tenders to be accompanied with full Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees One lac fifty thousands only). Tenders not accompanied with full EMD will not be considered.
- 3. Purchase Preference will be given to CPSUs as per Govt. OF India Guide lines.

AGM/SCP



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and OHSAS 18001
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QUALIFYING REQUIREMENTS:-

- (i) THE CRANE OFFERED SHOULD NOT BE MORE THAN 15 YEARS OLD AND SHOULD BE IN GOOD WORKING CONDITION EQUIPPED WITH HEALTHY SAFETY SYSTEM AND SHOULD HAVE VALID REGISTRATION.
- (ii) BIDDERS SHOULD ALSO HAVE AN AVERAGE ANNUAL TURNOVER OF MINIMUM OF RUPEES 60 LACS (RUPEES SIXTY LACS ONLY) DURING PRECEDING THREE YEARS (2002-03, 2003-04 & 2004-05) 'OR' (2003-04, 2004-05 & 2005-06), IF AUDITED BALANCE SHEET FOR FY 2005-06 IS AVAILABLE.

Detailed Tender Enquiry can be downloaded from BHEL web site / will be issued from 10.00 Hrs. to 16.00 Hrs. Tenders must be submitted to the undersigned latest by **09.10.2006** before opening of technical bids commences. Technical bids shall be opened at **15.30 Hrs. on 09.10.2006**.

Tenders to be accompanied with full Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees One Lac fifty thousands only). Tenders not accompanied with full EMD will not be considered.

NOTES:

- (i) The Tender Document comprises of following;
 - (a) Special Conditions of Contract(SCC), General Conditions of Contract(GCC), Tender Notice, Rate Schedule etc (29 Pages)
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer

- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e *upto 09.10.2006* on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned **latest by 09.10.2006** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 09.10.2006**.
- (v) **Earnest Money Deposit (EMD):** Refundable, Non-interest bearing **EMD of** *Rs.1,50,000/*-shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of "Bharat Heavy Electricals Limited" payable at Delhi/NOIDA. Those bidders who have already deposited 'One Time 'EMD' of Rs. 2,00,000/- with BHEL,PSNR, NOIDA need not submit EMD with the present tender.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) Unsolicited rebate/discount shall not be accepted after bid opening.
- (x) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (xi) Purchase Preference will be given to CPSUs as per Govt. of India Guide lines.

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Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northren Region,

Plot No. 25, Sector - 16A,

Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA

PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers 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** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, "Technical specification & Special terms and condition" (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

Project Synopsis

4 X 200 MW KOLDAM HYDRO POWER PROJECT

M/S NTPC Ltd (NTPC) has awarded a contract to BHEL Marubeni Toshiba consortium for supply, transportation, storage and material handling at site, erection and commissioning of 4 x 200 MW Francis turbines, generators, transformers along with all the auxiliaries and BOP on a lump sum basis.

Koldam Hydro Electric Power Project is a surface Power House on river Satluj and is situated at Slapper in Bilaspur Himachal Pradesh and is located about 150 Kms from Chandigarh and is about 90 Kms from Kiratpur Sahib Railway Station on Delhi Nangal Railway route.

SPECIAL CONDITIONS OF CONTRACT

This specific tender is for hiring of one number Rough Terrain Hydraulic Crane for our 4X200 MW **KOLDAM HEP**, **Distt. Bilaspur (HP)**. Crane will be required tentatively by last week of October-2006 for a period of approx. eight months, which can further be extended as per requirement. Details of work/ condition are as follows:

1.0 SCOPE OF WORK:

1.1 The scope covers providing one number Rough Terrain Hydraulic crane as per following specifications on hire charges basis.

"ROUGH TERRAIN HYDRAULIC CRANE 70-80 MT AT 3.0 MTR RADIUS , BASIC BOOM LENGTH 10 MTR WITH HYDRAULICALLY EXPANDABLE BOOM UPTO 30 MTR"

The bidders shall furnish details of the crane in the enclosed format "Major Technical/ Commercial Information"

1.2 Detail of works as follows:

The crane shall be engaged in the erection and material handling work at Koldam Hydro Electric Project, Distt.-Bilaspur (HP) as per instruction of Engineer Incharge. The total period of contract will be for eight months and can be extended.

- 1.3 The agency shall deploy Mechanic–cum–Operator, helper and maintenance crew to ensure smooth operation and maintenance of the crane without affecting the work. The crane should 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. The rate quoted shall be inclusive of operation (excluding fuel and toping up of lub oil) and routine, preventive as well as breakdown maintenance of the crane, all taxes (Excluding Service Tax) etc.
- 1.3 The Contractor shall provide lubricants, spare parts, filters and other necessary consumables (except fuel and toping up of lub oil) that are necessary to fulfill the scope of services under this specification within the agreed rates. BHEL will provide fuel and toping up of lub oil for the crane free of cost. Fuel for normal operation of the crane shall be provided by BHEL after the services of the crane is accepted by BHEL after first load test till the crane services are utilized by BHEL

The bidder at his own cost shall arrange and meet the fuel requirement during breakdown maintenance. Hydraulic oil, Engine Oil, Grease and 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 made by BHEL.

2.0 <u>COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & WORKING HOURS</u>

2.1 The Contract Period for the crane will commence from the date of BHEL's written acceptance of Load Test of the crane at Project Site. The Contract Period will be eight months and can be extended with 15 days notice on the same rate and terms & conditions upto further period of four months. However if the performance is not

satisfactory (Due to performance of the equipment or behaviour of contractor's workers), the contract is liable for termination with 15 days notice. BHEL reserves the right to terminate the contract unilaterally within the contract period with 15 days advance written notice without assigning any reason and no payment will be payable for the period after the termination of the contract.

The crane with operator shall be available for minimum nine hours/day excluding one hour Lunch break and tea intervals. Total working period in week shall be six days i.e twenty six working days in a month after taking into account one day weekly off as per BHEL site practice. Apart from weekly off, National Holidays shall be observed.

3.0 SPECIAL NOTES

- 3.1 The deployed crane should give trouble free operation without affecting the erection and material handling work at site.
- 3.2 The contractor must maintain and operate the crane regularly with their manpower. Break down/ repair should be immediately attended by the contractor. The contractor shall maintain a log book, in duplicate, giving full operation / maintenance details and obtain signature of Engineer-In-Charge on log sheet on daily basis or as per the site procedure. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.
- 3.3 The cost of any repair arising during the operation shall be borne by the contractor.
- 3.4 Necessary tools & tackles and crane spares shall be made available by the contractor immediately to attend the breakdowns.

3.5 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. If the operator is absent, hire charges shall not be payable and work shall be completed at the risk and cost of the contractor.

3.6 Normal working hours of the crane will be 10 hours per day including one hour of lunch break and tea intervals and the timings shall be as decided by BHEL Engineer at site.

BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC.:- 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. For the total lost hours towards non-availability of services of crane for any reason whatsoever, deduction shall be made on pro-rata basis 'OR' shall be compensated by doing the extra work (during extended hours or on holidays) equal to the lost hours. The deduction on hourly basis shall be worked out as detailed in clause no.3.8 given below.

3.8 For operation of the crane beyond normal working hours i.e extended hours 'OR' for working on holidays, the overtime rate per hour shall be paid and the same shall be worked out as follows;

The above calculation shall also be applicable for working out lost hours. The Contractor shall obtain consent from BHEL's Construction Manager for rendering services during extended hours 'OR' on holidays. The payment for extended hours(OT) shall be made along with the concerned month's Hire Charges bill on pro-rata basis as per above calculation.

- 3.9 Insurance Coverage for the crane and its crew to be arranged by the contractor. Third party liability insurance coverage shall be mandatory. If due to negligence and of non-compliance of safety and other precautions, any accident/ injury occurs to any other persons/ public, the contractor shall have to pay necessary compensation and other expense, if so decided by the appropriate authorities.
- 3.10 BHEL shall not responsible for any accident / injury to the contractor's crew while the crane is in operation.
- 3.11 The contractor shall be fully responsible for the safety of their crew and to comply with the security/ safety regulations of BHEL /customer at site.
- 3.12 All the spares required for the crane operation are to be arranged by the contractor at their own cost.
- 3.13 Contractor has to make their own arrangement for accommodation and other amenities for their crew. However, the transport from convenient locations to site and back shall be provided by BHEL.
- 3.14 Any loss or damage to BHEL or customer's property due to negligence of the crew employed by the contractor shall be attributable to the contractor.

3.15 GATE PASS FOR MEN & MATERIALS

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

- 3.16 ESI and EPF for their crew members shall be maintained by the contractor.
- 3.17 In case there is a total failure of the crane, the contractor shall substitute the crane with similar 'OR' higher capacity crane with BHEL's prior consent (Regarding acceptability of the substitute) within two weeks. In case of failure to do so, BHEL will arrange the same at contractor's risk and cost including BHEL's overheads which presently is 30%. No payment shall be applicable during such period when the crane is not functional.
- 3.18 The hiring period will commence from the date of load testing as accepted by BHEL site. Depending upon the availability of load, the load tests can be conducted at the appropriate radius as per load chart. Test load for this purpose shall be provided by BHEL free of cost.
- 3.19 In the circumstances of strike or lock out for the reasons beyond BHEL's control, the same will be intimated to the contractor in advance.

- 3.20 The operator of the crane must have a valid HMV license. If required, above crane will be load tested by an independent agency at contractor's cost and if not suitable, has to be replaced.
- 3.21 Fifteen days notice will be given for withdrawal/ demobilisation of equipment.
- 3.22 The rate quoted shall be inclusive of mobilisation and demobilisation charges.
- 3.23 Contractor shall not stop work for whatsoever reason or dispute, except for force majeure conditions. All problems/ disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of contract and dealt with accordingly.
- 3.24 Crane model should not be more than 15 years old and should be in good working condition equipped with healthy safety system and should have valid registration.
- 3.25 Crane should be equipped with safety devices like LMI & anti two block.
- 3.26 The following documents must be attached with technical bid;
 - (a) The load chart of the crane
 - (b) General dimensions of the crane
- 3.27 Tenderer shall make his own arrangement for assembly and dismantling of his crane at site.

3.28 STAUTORY/MANDATORY REQUIREMENTS & TAXES (PREVAILING)

All statutory/mandatory requirements in respect of entry permits, taxes & levies as applicable shall be in the scope of contractor. In case of any requirement of Road permits / Sales Tax declaration forms for entry of the cranes in the state of Himachal Pradesh, the same shall be arranged by the bidder within the agreed price/rates. BHEL will neither issue any Road Permit/Sales Tax declaration forms for this purpose nor pay any taxes in this regard.

4.0 MOBILISATION

4.1 The crane in operatable condition along with operator shall be deployed within 15 days from the date of issue of Letter of Intent unless BHEL decides to fix any other later date. However, the actual date of deployment will be certified by Engineer Incharge.

5.0 TERMS OF PAYMENT:

- 5.1 The Contractor shall submit bills along with duly signed Log Sheet, in original, once in a month. The format for billing shall be approved by BHEL before raising invoices.
- 5.2 In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days used shall be made by BHEL.
- 5.3 No advance payments shall be made by BHEL for this contract.

5.4 Payment shall be made within 15 days from the date of submission of complete invoice in all respect along with log sheet.

6.0 TAXES:

- 6.1 Bidders shall quote their rates inclusive of all taxes (Except Service Tax) and BHEL will not bear any liability whatsoever.
- Price quoted shall be inclusive of all taxes except service tax. The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project The contractor shall obtain prior approval of BHEL before billing the service tax amount.
- 6.3 **Income tax** & surcharge, if any at prevailing rates shall be deducted from the bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.

7.0 RATE SCHEDULE :-

- 7.1 The rate shall be quoted by the bidders in the enclosed rate schedule only (Part-II, Price Bid). The rate quoted shall be inclusive all taxes (Excluding Service Tax), levies, services, consumables (except fuel and toping up of lub oil), as per provisions under the Terms & Conditions in scope of contractor mentioned in this Tender Specification.
- 7.2 Contractor shall fully understand scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 7.3 Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

8.0 INSTRUCTIONS TO TENDERER

- 8.1 Offers received without data / information required to be submitted under tender clauses-20.1 & 20.2 of GCC are liable to be rejected. All these data / information should be duly supported by documentary evidences
- 8.2 No deviations to the tender conditions will normally be accepted.
- 8.3 The bidders are advised to collect all relevant information about the site conditions, location, transportation routes, wage structure, Industrial climate and total work involved etc. before quoting their rates for this work. BHEL shall not be responsible in any way for non-familiarization of site conditions. Once the bidder has quoted for the work, it is implied that he has ascertained various site condition and NO CLAIM whatsoever will be entertained by BHEL on any such account.

- 8.4 BHEL shall not be responsible for tenders/offers lost/delayed in transit/ by post etc. BHEL reserves the right to accept/reject the offers which reach this office after due date and time and/or without earnest money.
- 8.5 PRICE BID OF ONLY THOSE BIDDERS WILL BE OPENED WHO QUALIFY IN TECHNO-COMMERCIAL BID and ACCEPT ALL TERMS AND CONDITIONS INDICATED IN THE TECHNO-COMMERCIAL BID WITHOUT DEVIATION. However BHEL reserves the right to reject/accept any or all BIDs without assigning any reason / accepting any liability whatsoever.
 - 8.6 BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
 - 8.7 The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 14.0 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-C of the GCC and also that the BG should be issued preferably through any of the Member Banks listed as per Annexure-D of the GCC;
 - For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL.
- 8.8 In case of any contradiction between General Conditions of Contract(GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- **9.0 VALIDITY OF OFFER**: THE OFFER SHALL BE KEPT valid for a period of 180 days from the date of Technical and Commercial bid (Part-I) opening. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

Major Technical/ Commercial Information

1.	Crane	таке
2.	Crane Model / :	
3.	Year of Manufacture : (Certificate of Manufacture to be encl	osed)
4.	Load Chart : (Enclosed/not enclosed)	
5.	General Dimensions of the: Crane offered	
6.	Deployment history of offered crane during last five years:	
7.	Delivery Schedule :	
8.	EMD details :	
9.	Name & designation of official of the tenderer to whom all the references shall be made along with phone No. & Fax no.	
10.	Validity of offer. :	

(Signature of tenderer with seal)

GENERAL CONDITIONS OF CONTRACT (GCC)

- Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
- 2. Tenderer must furnish all the required information as per the instructions given in various sections of the tender specifications. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
- 3. Correct date for providing the crane at site in the event of an order from this office should also be recorded in the tender.
- 4. Please note that our terms of payment are as per clause 5.0 of "SPECIAL CONDITIONS OF CONTRACT".

No advance will be paid along with the order.

- 5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest of any tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
- 6. No enhancement of rate, whatsoever the cause will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after it is accepted or failure to provide the crane within the schedule period will entail cancellation of work order and forfeiture of earnest money if any and or hiring of crane at the risk and cost of supplier.
- **7. EARNEST MONEY DEPOSIT**: Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.
 - NOTE: Bank Guarantee, Cheques, Money Orders or Postal Orders will not be accepted.
- 7.1 **Cash(As permissible under Income Tax Act)**: The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed alongwith the tender.
- 7.2 Pay Order or Demand Draft in favour of Bharat Heavy Electricals Limited, Noida.
- 7.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 7.4 The Earnest Money Deposit of the successful tenderer may be retained towards part of Security Deposit.
- 7.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded normally within fifteen days of acceptance of award of work to the successful tenderer.

- 7.6 BHEL reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,
 - (a). After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
 - (b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
- 7.7 EMD shall not carry any interest.
- 7.8 Tenderers, who so ever desires, may deposit one time Earnest Money Deposit of Rs. 2,00,000/- in cash (As permissible under Income Tax Act) /DD/pay order only with the cashier of BHEL. Tenderers who furnish one time EMD as above, will not be required to furnish EMD time and again alongwith their tenders submitted to BHEL/ PSNR. However they will be required to indicate the cash receipt No. and date of one time EMD in all their tenders.
- **8.0 AUTHORISATION AND ATTESTATION**: Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.
- 9.0 LIQUIDATED DAMAGES: NOT APPLICABLE
- 10.0 RISK HIRING: Alternatively, the BHEL at his option, will be entitled to terminate the contract and to make arrangement elsewhere at the risk and cost of the Contractor either the whole of the goods or any part which the supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which BHEL may sustain by reason of such risk arrangement.

11.0 INSURANCE

- 11.1 The supplier will insure at his cost the crane for all transit risks including all risks at site during entire period of its operation .
- 11.2 BHEL / its customer shall arrange for insuring the materials / property of BHEL / its customer covering the risks during storage, erection and commissioning.
- 11.3 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of BHEL / its client in the Project Area which are in force from time to time will be followed by the contractor.
- 11.4 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

- 11.5 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also gets damaged, the contractor shall submit necessary documents for lodging insurance claims as required by BHEL Engineer. BHEL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.
- 11.6 The contractor may note that BHEL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to BHEL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, BHEL will reserve the right to recover the loss from the contractor.
- **12.0** Any disputes arising out of this, shall be referred to the sole arbitration of General Manager, Bharat Heavy Electricals Limited, Power Sector Northern Region, Noida or any other person nominated by him, and his award shall be final binding on the parties. The venue of the arbitration in all cases shall be New Delhi.
- **13.0** Any suites in respect of this shall lie in the courts of New Delhi only.
- **14.0 SECURITY DEPOSIT**: Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.
- 14.1 The total amount of Security Deposit shall be as follows:
 - (a) In case of work costing upto 10 lakhs: 10% of the contract value.
 - (b). In case of work costing above Rs 10 lakhs and upto Rs 50 lakhs: 1 Lakh + 7.5 % of the amount exceeding Rs. 10 Lakhs.
 - (c). In case of work costing more than Rs 50 lakhs: 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs.
- 14.2 The Security Deposit will be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms:-
 - (a). The total Security Deposit as indicated in the Letter of Intent in **cash** (As permissible under Income Tax Act).
 - (b) Pay Order, Demand Draft in favour of BHEL.
 - (c) Local cheques of scheduled banks, subject to realization.
 - (d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - (e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash

or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

- (f) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- (g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- (h) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 14.3 The security deposit shall not carry any interest.
- **NOTE:** Acceptance of Security Deposit against SI. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 14.4 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 14.5 The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be upto the period of completion of work as stipulated in the Letter of Intent + 1 month and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
- 14.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 14.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 14.8 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realised fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 14.9 BHEL reserves the right of *forfeiture of Security Deposit* in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 14.10 **RETURN OF SECURITY DEPOSIT**: If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL

under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.

NOTE: All the BGs are to be submitted as per BHEL/PSNR performa.

15.00 **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

16.0 **REJECTION OF TENDER AND OTHER CONDITIONS**:

- 16.1 The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
 - (a) To reject any or all of the tenders.
 - (b) To split up the work amongst two or more Tenderers.
 - (c) To award the work in part.
 - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
- 16.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 16.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 16.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 16.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 16.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 16.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact

- alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
- 16.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- **16.9 NO DEVIATIONS** to the tender conditions will normally be accepted. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the guoted price for evaluating the tenderer's offer.

17.0 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 17.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 17.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.
- 17.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
 - (a) Contractor's continued poor progress.
 - (b) Withdrawal from or abandonment of the work before completion of the work.
 - (c) Corrupt act of the contractor.
 - (d) Insolvency of the contractor.
 - (e) Persistent disregard of the instructions of BHEL.
 - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (g) Non-fulfillment of any contractual obligations.
- 17.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.

- 17.5 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 17.6 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
- 17.7 To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.

18.0 **STATUTORY REQUIREMENTS**

- 18.1 All the statutory requirements as per labour laws ESI, PF etc., have to be met by contractor and proof of compliance should be made available to BHEL.
- 18.2 An indemnity shall be given by the tenderer stating that all expenditure caused due to failure of statutory obligations on the part of the tender shall be borne by the tenderer.
- 19.0 QUALIFICATIONS OF TENDERERS: Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.
- **20.0 DATA TO BE ENCLOSED**: Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.
- 20.1 **FINANCIAL STATUS**: Financial viability as per proforma enclosed at *ANNEXURE-'A'*
- 20.2 **PREVIOUS EXPERIENCE**: A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at *ANNEXURE-B*.
- 20.3 An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
- 20.4 **IN CASE OF AN INDIVIDUAL**: His full name, experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS: The names of all the partners—with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES: Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

ANNEXURE-A

FINANCIAL VIABILITY

- 1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
- 2. Quantum of business done during last three financial years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
- 3. Value of fixed Assets of the business in last three years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
- 4. Guarantee limits (if any) enjoyed by the firm.
- 5. Over draft limits (if any enjoyed by the firm.
- 6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
- 7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer) With Stamp

NOTE:

All the above documents should be duly certified by auditors/ Bank as may be applicable.

ANNEXURE - B

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S.No.	Agency By whom Awarded	Location of project	Capacity & unit nos.	Scope of work	Date of award	Contract value	Date of Completion
1	2	3	4	5	6	7	8

(SIGNATURE OF TENDERER) WITH STAMP

ANNEXURE - C

BANK GUARANTEE FOR SECURITY DEPOSIT

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.-------(Rupees--------) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ------- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on

the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not withstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi / Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ------ (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank
(Signatory No.----)

WITNESSES

- 1. Name & Address
- 2. Name & Address

Notes:

- 1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
- 2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover.

Annexure-D

LIST OF MEMBER BANKS

- State Bank of India CAG Branch, 10th Floor, Vijaya Building, Barakhamba Road, New Delhi – 110001.
- Canara Bank
 Janpath,
 New Delhi 110001.
- 3. Punjab National Bank, 74, Janpath, New Delhi 110001.
- Bank of Baroda, Corporate Banking Branch, 11th Floor, BOB Building, Sansad Marg, New Delhi – 110001.

State Bank of Hyderabad, Surya Kiran Building, K.G. Marg, New Delhi – 110001.

- State Bank of Mysore, Antriksh Bhawan, K.G. Marg, New Delhi – 110001.
- State Bank of Mysore, Industrial Finance Branch, 18, Ramanashree Arcade, M.G. Road, Bangaloe – 560001.
- State Bank of Travancore, Travancore House, IF Branch, K.G. Marg, New Delhi – 110001.
- 8. Deutsche Bank, Tolstoy Marg, New Delhi – 110001.

- HDFC Bank Ltd., 5th Floor, HT House, K.G. Marg, New Delhi – 110001.
- Citi Bank N A
 Jeevan Vihar Building,
 Sansad Marg,
 New Delhi 110001.
- Standard Chartered Bank,
 H2 Block, Connaught Place,
 New Delhi 110001.
- 12. ICICI Bank Ltd., ICICI Tower, Bisham Pitamah Marg, Pragati Vihar, New Delhi – 110003.
- IDBI Bank Ltd.,
 19, K.G. Marg,
 Surya Kiran Building,
 New Delhi.
- 14. HSBC Ltd., ECE House, 28 KG Marg, New Delhi – 110001.

ANNEXURE-I

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We					
•				that we have	
project	site	under	the	subject quired full know	namely,
informatio	n about th	e site cond	litions, wa	ge structure,	Industrial
				further confirn e will not raise	
of any nat	ture due to	lack of know	ledge of s	ite condition.	•
			Ten	derers Name and Ad	dress
Place:			(Signatu	ire of the Tenderers	with stamp)
Date:					

ANNEXURE-II

NON DISCLOSURE AGREEMENT Memorandum of Understanding

BHEL P	SNR is committed to Information Security Ma	inagement System as pe	r Information Security Pol	icy.
	, providinge to comply with the following in line with Info			ı
	To maintain confidentiality of documents & in the Contract.	formation which shall be	used during the executior	า of
	The documents & information shall not be revithe business interest of BHEL PSNR.	vealed to or shared with t	hird party which shall not	be in
()	()	
M/s. E	BHEL, PSNR	M/s		

ANNEXURE-III

RATE SCHEDULE

	DESCRIPTION	RATE IN RUPEES
SL.NO.		
1.	Hire charges per month for providing 70-80 MT Rough Terrain Hydraulic Crane including services of operator & helpers, consumables, all taxes (Excluding Service Tax) etc. as detailed in tender specifications.	

NOTE

1. The rates shall be quoted both in figures and words. Please note that if there is mismatch between price given in figures and in words, BHEL reserves its right to accept higher value for evaluation, and lower value for award and BHEL's decision in this regard shall final and binding on the Bidders.

(Seal and Signature of Tenderer)