



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 04

Ref: PSER:SCT:KLG-F1967:TCN-04

Date: 07-06-2019

| Sub | Tender Change Notice (TCN) - 04 | |
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| Job | PROVIDING 1 NO. HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM AND JIB WITH LIFTING CAPACITY BELOW HOOK 35MT AT AROUND 14M RADIUS WITH 60M BOOM FOR TATA STEEL KALINGANAGAR, ODISHA. MINIMUM MAIN BOOM REQUIREMENT 69M AND JIB REQUIREMENT IS 25 M (MINIMUM). JIB SHALL BE FITTED AT 45M LENGTH OF THE MAIN BOOM. THE CAPACITY OF THE CRANE WITH BASIC BOOM SHOULD BE 150MT MINIMUM ON HIRING BASIS. | |
| Ref | 1.0 | Tender no PSER:SCT:KLG-F1967:19 |
| | 2.0 | BHEL's NIT, vide reference no PSER:SCT:KLG-F1967:7562 Date: 18-05-2019 |
| | 3.0 | BHEL's TCN-01, vide reference no PSER:SCT:KLG-F1967:TCN-01 Date: 30-05-2019 |
| | 4.0 | BHEL's TCN-02, vide reference no PSER:SCT:KLG-F1967:TCN-02 Date: 01-06-2019 |
| | 5.0 | BHEL's TCN-03, vide reference no PSER:SCT:KLG-F1967:TCN-03 Date: 06-06-2019 |
| | 6.0 | Other References, if any. |

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting offer.

- 1) Revised PRE QUALIFICATION CRITERIA (R-01) (ANNEXURE-1) attached, superseding previous PQ criteria issued along with NIT.
- 2) Revised "VOLUME- ID&II, REV-01 is attached herewith, superseding VOLUME-ID&II issued earlier along with NIT (Refer CLAUSE NO.3.3). However, bidder shall go through entire volume of tender before submitting their bid.
- 3) Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 4) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer (SCT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : (033) 2339-8000/ 2339 8237

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ANNEXURE – 1 (R-01)

QUALIFYING CRITERIA

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| JOB | PROVIDING 1 NO. HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM AND JIB WITH LIFTING CAPACITY BELOW HOOK 35MT AT AROUND 14M RADIUS WITH 60M BOOM FOR TATA STEEL KALINGANAGAR, ODISHA. MINIMUM MAIN BOOM REQUIREMENT 69M AND JIB REQUIREMENT IS 25 M (MINIMUM). JIB SHALL BE FITTED AT 45M LENGTH OF THE MAIN BOOM. THE CAPACITY OF THE CRANE WITH BASIC BOOM SHOULD BE 150MT MINIMUM ON HIRING BASIS. |
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| SL NO | CRITERIA |
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| 1.0 (a) | BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER RS. 63.36 LAKH DURING LAST 3 (THREE) YEARS, ENDING ON 31.03.2018 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C). |
| (b) | BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31.03.2018. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31.03.2018 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE. |
| (c) | IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS. |
| (d) | IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT. |
| 2.0 | BIDDER SHOULD BE INVOLVED IN THE BUSINESS OF PROVIDING ON HIRE HEAVY LIFT CRAWLER/ TYRE MOUNTED CRANE OR HANDLING ERECTION WITH HEAVY LIFT CRAWLER/TYRE MOUNTED CRANE FOR THE LAST SEVEN YEARS AS ON LATEST DATE OF SUBMISSION OF OFFER. BIDDER TO SUBMIT RELEVANT SUPPORTING DOCUMENT. |
| 3.0 | THE AGE OF THE CRANE TO BE PROVIDED BY BIDDER SHOULD BE BETWEEN 3 TO 5 YEARS OR LESSER AS ON 15 TH JUNE 2019. BIDDER TO SUBMIT RELEVANT SUPPORTING DOCUMENT REGARDING AGE OF CRANE, OWNERSHIP DOCUMENTS OR MOU/AGREEMENT OF CRANE LEASE. IN CASE, BIDDER WANTS TO PROCURE AND DEPLOY CRANE, THEN THE BIDDER HAS TO SUBMIT UNDERTAKING (TOWARDS DEPLOYMENT OF NEWLY PURCHASED CRANE) ON A NON-JUDICIAL STAMP PAPER DULY NOTARIZED ALONG WITH THE COPY OF PROFORMA INVOICE / PURCHASE ORDER FINALIZING CRANE MAKE AND MODEL. THIS DOCUMENT IS TO BE SUBMITTED ALONGWITH OFFER. |
| 4.0 | BIDDER TO FURNISH DETAILS OF THE CRANE(S) I.E. CORRECT SPECIFICATION, MAKE OF CRANE ALONG WITH THE LOAD CHART AND RANGE DIAGRAM FOR THE OFFERED CRANE. |
| 5.0 | BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED |

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NOTE:

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| A | AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER. |
| B | THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PRE-QUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED. |
| C | BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER. |
| D | BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT. |
| E | CONSIDERATION OF OFFER WILL BE SUBJECT TO CUSTOMER'S APPROVAL OF BIDDER. |

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These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (GCC) and other volumes of tender. In case of any conflict or inconsistency between GCC, other volumes and these special conditions contract (SCC), the same shall be brought out by the bidder in writing to BHEL for clarification, failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.

| CLAUSE NO | DESCRIPTION |
|------------|---|
| 1.0 | SCOPE OF WORK |
| 1.1 | <p>PROVIDING 1 NO. HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM AND JIB WITH LIFTING CAPACITY BELOW HOOK 35MT AT AROUND 14M RADIUS WITH 60M BOOM FOR TATA STEEL KALINGANAGAR, ODISHA. MINIMUM MAIN BOOM REQUIREMENT 69M AND JIB REQUIREMENT IS 25 M (MINIMUM). JIB SHALL BE FITTED AT 45M LENGTH OF THE MAIN BOOM. THE CAPACITY OF THE CRANE WITH BASIC BOOM SHOULD BE 150MT MINIMUM ON HIRING BASIS.</p> <p>END TO END CRAWLER WIDTH FOR THE CRANE SHOULD BE AROUND 8M.</p> <p>THE CRANE SHOULD BE PROVIDED WITH HOOK BLOCKS OF HAVING CAPACITY 13.5T, 50 T AND 100 T.</p> <p>AGE OF THE CRANE:</p> <p>THE AGE OF THE CRANE SHOULD BE LESS THAN THREE (3) YEARS AT THE TIME OF DEPLOYMENT AT SITE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND ACCOUNTABLE TO DEMONSTRATE FITNESS OF THE CRANE, AND SHALL CARRY OUT ALL SUCH THINGS NOT LIMITED TO FITNESS CERTIFICATION FROM ORIGINAL MANUFACTURER, 3RD PARTY AGENCY ETC., NECESSARY TO DEMONSTRATE FITNESS OF THE CRANE.</p> <p>IN SPECIAL CASES, THE CONTRACTOR MAY DEPLOY CRANE WITH AGE MORE THAN THREE (3) YEARS BUT WITHIN AGE OF FIVE (5) YEARS. THE CONTRACTOR SHALL GET THE HEALTH OF THE CRANE CHECKED UP BY AN APPROVED THIRD PARTY/ OEM AND SUBMIT THE CERTIFICATE TO BHEL BEFORE DEPLOYMENT OF THE CRANE. BHEL BASED ON THEIR DISCRETION AND EVALUATION OF THE SITUATION AND CREDENTIALS, MAY GRANT PERMISSION TO USE CRANE HAVING AGE MORE THAN THREE (3) YEARS BUT WITHIN FIVE (5) YEARS FOR THAT SPECIFIC PURPOSE. THE CRANE SHALL BE IMMEDIATELY DEMOBILISED FROM SITE POST THE COMPLETION OF SUCH PURPOSE FOR WHICH SPECIFIC APPROVAL WAS REQUESTED. IN NO CASE, COST OF CERTIFICATION & ANY OTHER EXPENSES SHALL BE BORNE BY CONTRACTOR, AND SHALL BE CONSIDERED AS PART OF CONTRACT/ ITEM PRICE.</p> <p><u>RELEVANT DOCUMENTS IN SUPPORT OF THE SAME SHALL BE FURNISHED BY THE BIDDER ALONG WITH OFFER.</u></p> |
| 1.2 | THE CRANE SHALL BE USED FOR ERECTION OF BHEL MANUFACTURED 02 NO BOILERS, VARIOUS EQUIPMENTS, ROTATING MACHINES, STRUCTURAL ITEMS, PIPES AND ANY OTHER ITEMS AS ASSOCIATED WITH THE TOTAL SCOPE OF BHEL JOB AT 1X120 MW TATA STEEL, KALINGANAGAR PROJECT |

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| | AT ODISHA. | | | | |
| 1.3 | THE ABOVE CRANE SHALL BE PROVIDED WITH OPERATOR, HELPER, SERVICE & MAINTENANCE STAFF, FUEL & ALL OTHER CONSUMABLES FOR MINIMUM 14 HRS. DAILY OPERATION AT SITE, ON FIXED MONTHLY HIRE BASIS, WITH SEPARATE MOBILIZATION, DEMOBILIZATION AND HOURLY OPERATION/FUEL CHARGES.THE CRANE SHOULD BE IN GOOD WORKING CONDITION . BIDDER MAY PLEASE NOTE CRANE WITH ONLY SOLID CAST STEEL COUNTER WEIGHT IS ACCEPTABLE. DEPLOYMENT DETAILS OF THE CRANE IS INDICATED IN CLAUSE 2.0. | | | | |
| 2.0 | DEPLOYMENT DETAILS, CONTRACT PERIOD & DAILY WORKING HOURS | | | | |
| 2.1 | DEPLOYMENT SCHEDULE, DURATION | | | | |
| | Project | Critical Load Lifting Capacity | Tentative deployment schedule | Duration (Month) | Extension provision (Month) |
| 2.1.1 | TATA STEEL KALINGANAGAR, ODISHA | BELOW HOOK AT AROUND 14M. RADIUS WITH 60M. BOOM | JUN'19 | 12 MONTHS | 4 MONTHS (shall be intimated 1 month before expiry of contract period) |
| 2.2 | The contract duration period for crane deployment shall be as above, to be reckoned from the date of complete commissioning and load test after receipt of the crane with all accessories at site in good order & condition, as certified by BHEL's site engineer from TATA STEEL KALINGANAGAR Site. | | | | |
| 2.3 | In case of exigency / site requirement, the schedule is further extendable for additional months (As indicated above) at the same terms & conditions depending upon actual site requirement with minimum 1 months (30 days) notice period in advance from the site. | | | | |
| 2.4 | The monthly rate quoted in the prescribed rate schedule shall remain firm though out the contract period including the extended period (if any). | | | | |
| 2.5 | The Crane with Operator, Helpers and service/maintenance staff shall remain available for minimum cumulative 14 Hours/day (any part of the day) inclusive of 1-hour lunch break. | | | | |
| 2.6 | If the performance of crane is not satisfactory, the contract shall be liable for termination without prior notice. | | | | |
| 3.0 | SCHEDULE OF CRANE MOBILIZATION & LOCATION | | | | |
| 3.1 | THE TENTATIVE DEPLOYMENT SCHEDULE OF THE CRANE IS INDICATED IN THE CLAUSE 2.0. MOBILIZATION PERIOD SHALL BE 30 (THIRTY) DAYS FROM THE DATE OF NOTICE BY CONSTRUCTION MANAGER- BHEL CONSIGNEE SITE WITHIN WHICH CRANES WITH ALL ACCESSORIES, FUEL, OPERATOR, HELPER ETC SHALL HAVE TO BE TRANSPORTED & PHYSICALLY MOBILIZED TO SITE. | | | | |
| 3.2 | CONSIGNEE ADDRESS FOR THE CRANE IS AS FOLLOWS- THE CONSTRUCTION MANAGER, BHEL SITE OFFICE, CPP PH-II , TATA STEEL KALINGANAGAR, DUBURI DIST : JAJPUR, ODISHA , PIN : 755026 | | | | |
| 3.3 | MOBILISATION PERIOD SHALL REMAIN UNCHANGED IN CASE OF PURCHASE OF NEW CRANE. | | | | |
| 4.0 | CONTRACT PRICE | | | | |
| 4.1 | Bidder shall submit separate rates for (i) Monthly rental charges of the crane inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), | | | | |

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| | operator, helper, maintenance staff etc based on the working hours as mentioned above (ii) Mobilization and de-mobilization charges together for the crane to & from site and (iii) Fuel charges/ hour of operation of the crane with engine on condition are to be quoted separately in the enclosed price schedule format as per Volume-III (latest revision) of this tender. |
| 4.2 | In case the bidder quotes multiple models of crane against a particular requirement, the lowest rate among the technically accepted models shall be considered for comparison and awarding. |
| 4.3 | BHEL reserves the right to resort to reverse auctioning/ Price bid opening of the crane/ schedule of Volume-III to finalize ordering of the crane depending on projects' requirement. Decision of BHEL in this regard is final & binding on bidder. |
| 5.0 | SPECIFIC TERMS |
| 5.1 | For recording the hours of operation with engine on condition, vendor is required to maintain a separate registrar at site, which shall be certified by site engineer before release of payment for monthly fuel charges. The quoted rates shall remain firm throughout the entire contract tenure including the extended period. In case of exigency of site requirements, BHEL reserve the right to further extend the contract beyond contractual and provisional extension (as indicated in clause no 2.0) at a rate mutually agreed between BHEL and the contractor. |
| 5.2 | The rates quoted shall be inclusive of all taxes, duties but excluding GST & BOCW Cess (as specified elsewhere in the tender), which shall be paid, as applicable, separately against submission of documents of GST & BOCW Cess payment made by the vendor. There is no provision for any advance payment by BHEL for mobilization/ de-mobilization etc. |
| 5.3 | The crane operation shall be executed under the usual conditions prevailing in major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate with all BHEL personnel, BHEL's customer, customer's consultants and all other contractors, coordinating the crane movements with others and work in a manner that shall not delay or hinder the progress of work of the project. |
| 5.4 | The contractor shall execute the work in most substantial and workmanlike manner. The materials and equipment of BHEL by the crane shall be handled with care and diligence, while same are handled by the crane. |
| 5.5 | Mobilization charges for crane shall be paid only after satisfactory commissioning and load test of the crane at site, and certification from BHEL site to this effect. |
| 5.6 | Demobilization charges shall be paid only on receipt of written confirmation from BHEL site that the crane has been dismantled and transferred from site by the vendor. |
| 5.7 | For unloading, assembly, disassembly of the crane, contractor shall arrange the requisite crane including slings etc. at contractor's cost. For rearrangement of boom and jib as per job requirement during the hiring period, the requisite crane shall be arranged by the contractor at their own cost. No claim in this regard will be entertained by BHEL. During mobilization for transportation of the crane to site, BHEL shall not provide road permit/ waybills. Bidder has to provide an undertaking in the techno commercial bid that if the bidder is successful then the bidder shall arrange road permit for transportation of the crane to site on their own and not ask BHEL for any help in this regard. |
| 5.8 | Towards fulfillment of the relevant safety norms, the contractor is required to submit valid test certificate for the crane to be deployed at site. On deployment, load test is to be conducted at site for which necessary load materials will be provided by BHEL free of cost. Local transportation of load materials shall be in the scope of vendor. |
| 5.9 | Operation, maintenance, fuel (engine on condition) and all consumables required for regular daily running of the crane as per the working hours mentioned are to be provided by the contractor. The agency should provide adequate number of |

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| | operators, helpers and maintenance personnel to ensure trouble-free uninterrupted operation, services and maintenance of the crane at site. In case the contractor fails to provide the required fuels, consumable etc in time, BHEL reserves the right to supply the same and deduct the cost from contractor's bill with 30 % overhead. |
| 5.10 | Normally the maintenance/ greasing activities in the crane shall be done by the contractor during recess period so that no working day is lost for outage of the crane. However, any breakdown/ repair of the crane shall be immediately attended by contractor at his own cost & risk. The contractor is to maintain stock of adequate spares & consumables with the required tools & tackles at site for this purpose. |
| 5.11 | A log book giving full operation/ maintenance/ downtime if any details shall be maintained by the contractor at site and regularly endorsed by BHEL site engineer through his signature on daily basis or as per the site procedure. |
| 5.12 | In case of operator's absence the contractor shall arrange alternative immediately for continuation of site work so as not to hamper the time scheduled erection program. |
| 5.13 | If the crane becomes idle due to failure attributable to it's own mechanism, the idle hours for making the crane ready will either be deducted from the monthly hire charges on pro-rata basis of the accepted monthly lump sum hire charge divided by 26 days, further divided by 14 hours or shall be compensated by working the lost hours during normal working hours only, at the discretion of BHEL site engineer. BHEL's decision in this regard shall be final & binding on bidder. |
| 5.14 | Liquidated damage provision shall remain applicable for delay in crane deployment to site. |
| 5.15 | Holidays shall be as observed by BHEL at site and Sundays shall be considered as holidays. However, in exigency, the crane may be required to be operated on Sundays and such holidays. |
| 5.16 | Cumulative working hours per day for the crane shall be for 14 (fourteen) hours inclusive of one-hour lunch break daily, excluding Sundays & scheduled holidays. For crane working beyond working hours, or on Sunday/ holidays with prior permission of concerned BHEL site engineer, the contractor shall be paid on pro-rata hire charge as stated below, based on certification of the BHEL site engineer. |
| 5.17 | Hourly rate for working beyond cumulative working hours and working on Sundays and holidays = 25 % of monthly hiring rate of price schedule divided by 26 and further divided by 14 (Monthly hire charge/ (26 x 14)). Fuel charges for hourly running of the crane with engine on condition shall be paid separately as per relevant items of price schedule |
| 5.18 | In case there is a total failure of the crane, the contractor should replace the same and bring substitute crane within a deadline of 20 days from outage, which shall be treated as idle period and no hire charges payment shall be made for this period. In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the risk & cost of the contractor. |
| 5.19 | Necessary insurance coverage for the crane including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the contractor are to be taken at his cost and copy of the same should be submitted to BHEL at site before work commencement. If any accident/ injury occurs to any other persons/ public due to proven negligence/ non-adherence to relevant safety and other precautions on the part of contractor/ its employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities/ as per statutory norms. |
| 5.20 | The contractor shall follow & comply with all Safety Rules of BHEL and their customer, relevant provisions of applicable laws pertaining to safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any conflict between statutory requirement and Safety Rules of the client referred above, the later shall be binding on the contractor unless the statutory provisions are more stringent. |
| 5.21 | Any loss or damage to BHEL or customer's property due to negligence of the crew |

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| | employed by the contractor is attributable to the contractor. BHEL shall not be responsible for any accident/ injury to the contractor's crew/ staff during operation or otherwise. Contractor has to assume full responsibility of the safety of their crew/ staff and to comply with the security/ safety regulations of BHEL and others at site. |
| 5.22 | BHEL shall provide space free of cost to the contractor at site, where they are to maintain a container for working facility of their personnel and keeping/ storing of their required hand tools, spares, slings, consumables etc. as necessary. General watch & ward/ security services may be provided by BHEL. |
| 5.23 | Contractor has to make their own arrangement for accommodation, transport and other amenities like medical etc for their crew/ staff at site at their own cost. |
| 5.24 | All the statutory requirements as called for by the Labour Laws and other statutory authorities are to be met by contractor and proof of compliance should be made available to BHEL. |
| 5.25 | Contractor shall have to arrange entry gate passes for their crew/ staff at the construction plant site. Necessary support in regard to forwarding of documents shall be given by BHEL. |
| 5.26 | Electrical power/ illumination for your crane operation/ maintenance works at site shall be provided by BHEL at free of cost basis. However, the crane should have it's own lights for movement/ working in the working area at site. |
| 5.27 | The contractor shall comply with the plant security regulations in force at site in entry, exit, movement & working inside the plant premises. The contractor shall also ensure that all persons engaged by him for the work behave properly with BHEL and their client. In case of any reported misbehavior, contractor shall immediately withdraw such employee/ person from work. |
| 5.28 | Bidders may note that deployment of crane to any site against the present tender can not be co-related/ linked with any previous or ongoing disputes aroused under any other contract with BHEL/ BHEL's customer and any such linkage on the part of bidder shall be treated as breach of contract. |
| 5.29 | Bidder may please note during mobilization of crane for movement of heavy consignments weighing more than 20MT & width more than 10.5 ft., advance road survey and logistic planning shall be done by bidder or bidder's transporter. |
| 5.30 | For transportation of crane to the site located at ODISHA, all the formalities of statute are in bidder's scope and as it is expected the crane shall be self-propelled (move on its own on wheel). The relevant updated registration documents & permission to travel shall be especially ensured by bidder. |
| 5.31 | Compliance of all formalities related to statutory Labour Laws, like: Labour License, Labour Insurance, Payment of BOCW Cess etc. shall be in the scope of vendor and the bidders may include these cost in their quoted price. BHEL shall not pay any claim of vendor on these accounts. |
| 6.0 | TERMS OF PAYMENT |
| 6.1 | The contractor shall submit the RA bill once in a month at the end of each month. 100 % payment shall be released from the respective BHEL site on submission of the invoice (ie against the RA bill) complete in all respect accompanied by BHEL engineer's certificate with the following documents, subject to its completeness & correctness in all respect. |
| 6.2 | Invoice in triplicate based on monthly hire charge rates as per Price Schedule, Volume-III(latest revision) including extended hour running charges, if any, as per log book entry and hourly fuel charges on 'engine on' condition running of the crane as per separate record, to be maintained by the contractor (as stated in relevant clause), shall be submitted to certified by BHEL site engineer. |
| 6.3 | Fifty percent of the lump sum rate quoted & accepted for mobilization & de-mobilization charge will be payable against mobilization and balance fifty percent is payable against de-mobilization. Mobilization & de-mobilization charges, as applicable, with BHEL site engineer's certification. |
| 6.4 | BHEL may release payment through electronic mode, for which bidder shall comply with necessary requirement prior to payment as per prescribed format. |

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| 7.0 | LIQUIDATED DAMAGES Since time is the main essence of the contract, the deployment of crane is to be made within the time limit prescribed in relevant clause of the tender. In case contractor deploys the crane beyond the period specified in the contract, BHEL will have no obligation to accept the crane and reserves the right to levy liquidated damages at the rate of 0.5% (half percent) of the awarded contract value delayed for each week of delay or part thereof without prejudice to any other relief or compensation due to BHEL under any other conditions of the order subject to a maximum limit of 10% of total contract value. In case of delay in receipt of crane materials at the delivery point, for reasons not attributable to BHEL, the 'Liquidated Damages' clause shall be strictly enforced, unless extension of delivery date is granted through an amendment to the work order. In Case of LD recovery, the applicable GST shall be recovered from the contractor. |
| 8.0 | INSPECTION OF CRANE AND RIGHTS OF BHEL While all contractors are advised to furnish the correct specification of the crane to be provided in the technical Bid, BHEL reserve the right to inspect the crane before placement of LOI and to reject the same in case it is not found in order up to the stated specification. In such case of rejection, contractor has to immediately source alternate crane for inspection and BHEL shall have the right to forfeit the EMD in case contractor fails to offer the crane for inspection & bid offered by contractor shall be cancelled and not to be further considered. |
| 9.0 | ARBITRATION & JURISDICTION As per GCC. |
| 10.0 | REJECTION OF TENDER |
| 10.1 | The acceptance of tender rests with BHEL which does not bind itself to accept the lowest tender or any tender and reserves full rights of rejection without assigning any reasons whatsoever. |
| 10.2 | If the contractor fully performs and completes the work in all respects to the entire satisfaction, Security deposit shall be released to the contractor after deducting all cost of expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with on completion/ submission of release of payment against final bill by BHEL. |
| 11.0 | FORCE MAJEURE CONDITIONS As per GCC. |
| 12.0 | VALIDITY OF OFFER Validity of the offer shall be 180 days from the latest due date of submission of offer. Intending bidders are advised to visit the site to assess job content, site condition etc before quoting against the enquiry. |
| 13.0 | STATUTORY REQUIREMENTS The contractor shall ensure that all statutory requirements pertaining to contract execution, eg Inland Labour Laws etc are complied with at site. |
| 14.0 | TECHNICAL BID & OWNERSHIP OF CRANE |
| 14.1 | The contractor is to furnish all details regarding correct specification of crane and age proof (refer the details noted above regarding "Age of the Crane"), ownership documents or MOU/ agreement of crane lease and insurance coverage taken for the crane, experience of providing the crane earlier to various companies of repute (by furnishing the order copies of those jobs etc.) and all other relevant information regarding the crane in the techno-commercial bid. |
| 14.2 | Bidders may also note that they should put utmost effort to provide the models of crane offered along with their techno-commercial bid and accepted by BHEL. However, in case of exigency, if it is not possible by the bidder to deploy any of the already accepted models of crane, bidder may deploy any other model of crane only on receipt of approval from BHEL confirming technical suitability as per tender. |
| 14.3 | Bidder in the technical bid shall indicate the crane model offered, the present location of the specific crane (source of deployment) as on the date of bid- |

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| | submission of the tender. BHEL reserves the right to check the healthiness of the crane and authenticity of the location of the crane during scrutiny of offer and if the same is not found in order then technical bid of the vendor shall stand rejected. |
| 15.0 | SECURITY DEPOSIT Security Deposit shall be as per GCC. The EMD of successful tender shall be retained towards part of security deposit. |
| 16.0 | PERFORMANCE BOND Not applicable for this tender. |
| 17.0 | ADDITIONAL SECURITY DEPOSIT Bidders, who are not owning the crane and proposes to procure or hire the same on receipt of LOI, shall furnish additional security deposit in the form of BG (apart from above) for an amount equal to 10% of order value within 15 days from the date of receipt of LOI which shall be returned within 30 days of date of commissioning of the crane at site. BHEL reserves the right to encash the BG in case of failure of contractor to deploy the crane as per scheduled date. |
| 18.0 | EVALUATION OF OFFER Evaluation of offer shall be done on the quoted rates/ prices for individual crane/ schedule against requirement as indicated in relevant clause of the tender as per price schedule. Order shall be placed based on lowest evaluated price. |
| 19.0 | PRICE VARIATION & OVER RUN COMPENSATION Not applicable. |
| 20.0 | HEALTH SAFETY & ENVIRONMENT |
| 20.1 | The contractor will follow HSE policy of BHEL/ PSER and work as per the safety guidelines which is in line with ISO:14001 and OHSAS:18001 standards. A list of the guidelines which should be strictly followed by the contractor is as follows. The scope of contractor shall not be limited to the following only but shall be guided by the HSE related policies/ guidelines of BHEL as revised to suit the requirement of the standards and statutory requirements. |
| 20.1.1 | Nominate a safety officer who will supervise all the HSE aspects. |
| 20.1.2 | The safety officer will participate in all safety meeting conducted by BHEL. |
| 20.1.3 | Submit site safety plan indicating safety measures to be taken, fire fighting equipments & PPE to be deployed. |
| 20.1.4 | Report every near miss incident to BHEL. |
| 20.1.5 | Report accident report immediately after the occurrence. |
| 20.1.6 | Obtain operation control procedures (OCPs) from BHEL for the work to be executed |
| 20.1.7 | Follow factory act. |
| 20.1.8 | Every worker should use PPE as per his trade. All PPE should confirm to IS. |
| 20.1.9 | Conduct tool box meeting with workers everyday before start of work instructing about the use of PPE. The outcome of the meeting to be recorded in a register. |
| 20.1.10 | Check fitness of the PPE and lifting tackles weekly and record in a register which will be verified by BHEL. |
| 20.1.11 | No person below 18 years will be employed. |
| 20.1.12 | Deploy fire-fighting equipments and refill before expiry. |
| 20.1.13 | Keep fire extinguishers of adequate type near the hot job and near the electrical machines. |
| 20.1.14 | Copy of valid Test certificates of all T&Ps should be given to BHEL as soon as the item enters the project, without which the T&P can not be allowed to be used. |
| 20.1.15 | No body will be allowed to work above 2 meters without safety belt/ harness with lifeline secured to a fixed member. |
| 20.1.16 | Good housekeeping has to be maintained. All debris shall be removed from workplace within shortest possible time. |
| 20.1.17 | Approach roads should not be blocked with cables, materials or debris. |
| 20.1.18 | First aid boxes have to be kept and maintained with all requisite materials as per factory act. |

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| 20.1.19 | Trained person has to be kept for giving first aid. |
| 20.1.20 | Adequate illumination shall be provided where working. |
| 20.1.21 | All vehicles should have backlight, reverse horn and reversing light. |
| 20.1.22 | Crane operator shall have proper license. |
| 20.1.23 | Crane should have reverse horn. |
| 20.1.24 | Only skilled person maintain and operate electrical items. |
| 20.1.25 | ELCB has to be used. No temporary connection shall be allowed. |
| 20.1.26 | All fuses shall have standard rating and capacity. |
| 20.1.27 | All power supply cables should be laid above 3 meter level or underground. |
| 20.1.28 | All hand lamps should be powered by 24 volts. |
| 20.1.29 | Water-logging of working area shall be removed. |
| 20.1.30 | For operating portable machines 3 pin plugs shall be used. |
| 20.1.31 | Oxygen and DA cylinders shall be separated labeling full or empty. Full cylinders shall be kept upright. |
| 20.1.32 | Cylinders are not transported by rolling. |
| 20.1.33 | All oil drums shall be kept horizontal. |
| 20.1.34 | Excavated area shall be barricaded off with red-& white tape. |
| 20.1.35 | Proper slope of excavation shall be maintained. |
| 20.1.36 | Proper sign board and illumination shall be maintained at excavated area. |
| 20.1.37 | Wherever possible safety net shall be provided. |
| 20.1.38 | Proper platform and hand rail has to be provided at the work place. |
| 20.1.39 | All electrical equipments shall be earthed at two points. |
| 20.1.40 | Temporary platform should be strong enough, have proper approach and hand rails |
| 20.2 | The above clauses are indicative only and not exhaustive. The other activities to maintain strong HSE conditions at site which may be beyond the above list of guidelines shall have to be done by the contractor. |
| 20.3 | <p>At TATA Steel Kalinganagar project stringent HSE (Health, Safety and Environment) norms are applicable and the vendor is liable to strictly follow the same and it is to be given the prime importance.</p> <p>Bidders are requested to gather knowledge of all the applicable HSE norms as applicable and practiced at TSK site prior to submitting their bid.</p> <p>Any violation in HSE norms may invite serious consequences with the imposition of penalty, rejection of gate Pass etc. by Customer. BHEL will neither intervene for any decision taken by Customer for violation of HSE norms neither compensate any financial loss or penalty as to be imposed by TSK on the contractor.</p> <p>In case of any recovery is made by customer TSK due to lapses on the part of the contractor during execution, the same shall be recovered on back to back basis from the contractor without prejudice to any other rights of the BHEL.</p> <p>For reference of the applicable HSE norms at the TSK project, bidders are requested to go through the attached document Annexures I to V of this Tender. These documents are for assumptions of HSE norms at TSK project, applicable HSE norms will get knowledge of the vendor when they will be deployed and execute their job at site.</p> |
| 20.4 | It is imperative on the part of the contractor to join and effectively contribute in joint measures such as tree plantation, environment protection, contributing towards social up-liftment, conversion of packing woods to school furniture, keeping good relation with local populace etc. |
| 20.5 | The sub-contractor shall make his field engineers/supervisors fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements. Safety lapses / defects at project construction site shall be attributable to the concerned job supervisor / engineer of the sub-contractor (who remains directly responsible for safely executing field works). For repeated |

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| | <p>HSE violations, concerned job supervisor / engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with an information to TSK) by the concerned sub-contractor.</p> <p>Sub-contractor shall initiate cautioning for safety violations through verbal warning to the worker/employee during his first HSE violation. A written warning shall be issued on second violation and specific training shall be arranged / provided by the sub-contractor to enhance HSE awareness/skill including feedback on the mistakes/ flaws. Any further violation of HSE stipulations by the erring individuals shall call for his forthright debar from the specific construction site. A record of warnings for each worker/employee shall be maintained by the sub-contractor, like by punching their cards / Gate passes or by displaying their names at the Project entry gate. Warnings, penalizations, appreciations etc. shall be discussed in HSE Committee meetings by site Head of the BHEL and TSK.</p> <p>Road services for delivering goods shall be available between 8 AM to 4 PM on working days except Saturday, Sunday & Holiday at TSK Project.</p> <p>Gate security officials of TSK Project shall be contracted between 9 AM to 1 PM and 2 PM to 5 PM for obtaining entry passes.</p> |
| 20.6 | Further details of applicable HSE norms shall be as per HSE clause of Tender SCC. |
| 21.0 | TAXES, DUTIES, ETC |
| 21.1 | <p>All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p> |
| 21.2 | GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law, shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price. |
| 21.3 | Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project/ work. |
| 21.4 | Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates/ price should be after considering the Input Credit under GST law at bidder's end. |
| 21.5 | TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills (RA bills) unless exemption certificate from the appropriate authority/ authorities is furnished. |
| 21.6 | TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills (RA bills). |
| 21.7 | <p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN: As per attached GSTN Code table. Name: Bharat Heavy Electricals Ltd. Address: Shall be intimated later.</p> <p>Any change to above shall be notified by BHEL at appropriate juncture..</p> |
| 21.8 | Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned |

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| | <p>copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address. Shall be intimated later. and Email address – Shall be intimated later.</p> <p>Specific details of above shall be notified by BHEL at appropriate juncture.</p> |
| 21.9 | In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL. |
| 21.10 | In case of raising any Supplementary Tax Invoice (Debit/ Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under. |
| 21.11 | Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch. |
| 21.12 | Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed/ non receipt of goods and/ or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be. |
| 21.13 | Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied/ leviable on BHEL. |
| 21.14 | <p>Way Bill: Successful bidder to arrange for way bill/ e-waybill for any transfer of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p> |
| 21.15 | Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. |
| 21.16 | Benefits and/ or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date. |
| 22.0 | OTHERS |
| 22.1 | All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC. |

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

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| Sub | No Deviation Certificate. | |
| Job | PROVIDING 1 NO. HEAVY LIFT HYDRAULIC CRAWLER CRANE HAVING LATTICE BOOM AND JIB WITH LIFTING CAPACITY BELOW HOOK 35MT AT AROUND 14M RADIUS WITH 60M BOOM FOR TATA STEEL KALINGANAGAR, ODISHA. MINIMUM MAIN BOOM REQUIREMENT 69M AND JIB REQUIREMENT IS 25 M (MINIMUM). JIB SHALL BE FITTED AT 45M LENGTH OF THE MAIN BOOM. THE CAPACITY OF THE CRANE WITH BASIC BOOM SHOULD BE 150MT MINIMUM ON HIRING BASIS. | |
| Ref | 1.0 | Tender no PSER:SCT:KLG-F1967:19 |
| | 2.0 | BHEL's NIT, vide reference no PSER:SCT:KLG-F1967:7562 Date: 18-05-2019 |
| | 3.0 | BHEL's TCN-01, vide reference no PSER:SCT:KLG-F1967:TCN-01 Date: 30-05-2019 |
| | 4.0 | BHEL's TCN-02, vide reference no PSER:SCT:KLG-F1967:TCN-02 Date: 01-06-2019 |
| | 5.0 | BHEL's TCN-03, vide reference no PSER:SCT:KLG-F1967:TCN-03 Date: 06-06-2019 |
| | 6.0 | BHEL's TCN-04, vide reference no PSER:SCT:KLG-F1967:TCN-04 Date: 07-06-2019 |
| | 7.0 | All other pertinent issues till date. |

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)