

TENDER NO. BHEL/NR/SCT/ LALITPUR/CRANE HIRING/ 857

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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/LALITPUR/CRANE HIRING/857

FOR

"HIRING OF 2 NOS OF 20 MT TOWER CRANES FOR LALITPUR SITE"

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201301.INDIA**

TENDER NO. BHEL/NR/SCT/ LALITPUR/CRANE HIRING/ 857



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
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 – 201 301(INDIA)
Phone: 0091-0120- 2416286
Fax 091-0120-2416528
Email: vkg@bhelsnr.co.in

TENDER NO. BHEL/NR/SCT/LALITPUR/CRANE HIRING/857

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Works of “**HIRING OF 2 NOS OF 20 MT TOWER CRANE FOR LALITPUR SITE.**”

TENDER NO. BHEL/NR/SCT/LALITPUR/CRANE HIRING/857

QUALIFYING REQUIREMENTS

S. N.	CRITERIA
1.0	Bidder should have an average annual turnover of minimum of Rs.300 Lacs (Rupees Three Hundreds Lakhs) during preceding three years (2008-09, 2009-10, 2010-11). Bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.
2.0	Bidder should have provided at least one 20 MT Tower crane on hire during last three years, as on the latest date of bid submission. In case the bidder is in the business of manufacturing of tower cranes, he should have manufactured and supplied at least one 20 MT. Tower crane during last three years, as on the latest date of bid submission
2.1	Bidder should be owner of both the offered cranes and the offered cranes should meet technical specifications of the tender. Bidder to furnish details of the crane/s i.e. crane specifications, make of crane along with the load chart and range diagram, proposed to be deployed for the tendered job. Bidder should also state availability status of the offered cranes and bidder's offer shall be considered only if the offered cranes will be available for this tendered work.
2.2	Offered cranes shall not be more than 7 years old as on the date of technical bid opening. (Relevant documents, meeting above requirements at 1.0 and 2.0, shall be submitted by bidders)
3.0	The bidder is required to enter into an Integrity Pact (I P) with BHEL against this tender / contract by signing and stamping all the pages of IP by authorized representative. Bidders, who do not accept and comply with this requirement, shall not be considered against this tender.

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GENERAL NOTES:

1. The Tender Documents comprise of following;
 - (a) **Part-I –Technical Bid:** Consisting of Tender Notice, Procedure for submission, Project Synopsis, Technical specifications including Special Conditions of Contract, General Conditions of contract, etc.
 - (b) **Part-II –Price Bid:** Consisting of Rate Schedule for subject work.
2. Tender Documents with complete details are hosted on BHEL's web page www.bhel.com. 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.2000/-(Rupees Two thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer.
3. 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 22/02/2012 on payment of Rs.2000/- (Rupees Two thousand only) (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.
4. Tenders must be submitted latest by 15:00 Hrs. (Indian Standard Time) on 22/02/2012. Technical bids shall be opened at 15.30 Hrs. on 22/02/2012. Tenders received after the due date & time shall be liable to be summarily rejected.
5. Earnest Money Deposit (EMD): Refundable, Non-interest bearing EMD of Rs.2,00,000/- 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.
6. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
7. 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.
8. BHEL reserves the right to accept or reject any 'OR' all tenders without assigning any reason whatsoever.
9. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.

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10. BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in Annexure-V. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

Authorization of representative who will participate in the on line Reverse Auction Process

1. Name and Designation of official
 2. Postal Address (Complete)
 3. Telephone Nos. (Land line & Mobile both)
 4. FAX No.
 5. E-mail address
 6. Name of Place/State/Country, wherefrom he will participate in the RA.
11. Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates. BHEL reserve the right to have more than one contractor for the total requirement based on item-wise evaluation of prices received against each item of rate schedule (i.e. separate evaluation for each type of crane). BHEL decision in this regard shall be final & binding on the bidders. The contractor confirms that unit rates quoted above takes care of such evaluation.
12. INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM). The bidder is required to enter into an Integrity Pact (IP) with BHEL against this tender / contract by signing and stamping all the pages of IP (as per format provided in the tender document) by authorized representative. Bidders, who do not accept and comply with this requirement, shall not be considered against this tender. Details of independent external monitor (IEM) are as follows:

Shri J. M. Lyngdoh , IAS (Retd.)
Plot No. 144-145,
Pragati Resort,
Proddator Village & P.O.,
Shankarpally Road,
Rangareddy Distt. (AP)- 500 033

SDGM/SCT

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ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
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NOTICE INVITING TENDER

LAST DATE OF SALE : 22/02/2012,
DATE OF SUBMISSION: 22/02/2012, 1500 hrs. - Indian Standard Time (IST)

NIT NO. / NAME OF WORK

TENDER NO. BHEL/NR/SCT/ LALITPUR/CRANE HIRING/ 857

Sealed tenders are invited from the contractors fulfilling qualifying requirements for "HIRING OF 2 NOS OF 20 MT TOWER CRANE FOR LALITPUR SITE."

NOTES:

- 1.The complete tender documents can be downloaded from BHEL Web Site, www.bhel.com.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper.

Sr.DGM / SCP

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern 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 super scribed 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 “Technical specification & Special terms and condition” including General conditions of Contract (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. Earnest Money as applicable shall also be submitted alongwith Technical Bid. 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 super scribed 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

3X660MW SUPER CRITICAL TPP, LALITPUR

Name of the Owner	:	LALITPUR POWER GEN. CO. LTD. OF BAJAJ HINDUSTAN LTD.
Address	:	3X660MW SUPER CRITICAL TPP at Mirchwara and Buraugaon near Utari river, Lalitpur, U.P.
New Installation	:	3 x 660 MW
Nearest Railway station	:	Lalitpur railway station (37 kms from site) on Jhansi – Bhopal line
Nearest Road	:	Approach to site from NH which about 23 km from Bansi on NH-26 connects Jhansi and Sagar
Nearest City	:	LALITPUR
Nearest Airport	:	GWALIOR AIRPORT (186 km)
Highest Temperature	:	45.1 C ⁰
Lowest Temperature	:	1.9 C ⁰
Relative Humidity	:	87% maximum 22% minimum
Seismic Zone	:	III

Technical specifications & special conditions of contract

1.0 SCOPE OF WORK:

This tender specification is for the work "HIRING OF TOWER CRANE (20 MT.) AT 3X660 MW LALITPUR SITE".

1.1 DETAILS OF TOWER CRANE

- (i) Crane version: - Stationary on foundation anchors. Detail Foundation design & drgs. and other technical inputs shall be furnished by the vendor to BHEL for providing foundation. Vendor's engineer shall certify the adequacy of foundation before assembling of the crane.
- (ii) Max. lifting capacity of the crane- 20MT
- (iii) Working height: 75M; Working Radius-70M (Min.).
- (iv) Load criteria: Tip load at 70M jib Radius 5MT. Critical load- 6MT at 60M jib radius.
- (v) Tower type- Self telescoping type tower with hydraulic climbing facility.
- (vi) Mechanism: -Hoisting, Slewing, trolleying etc.
- (vii) Safety Devices: - The crane shall be provided with all kinds of safety devices including load limiter, height limiter, slewing limiter, grip block, trolley brake etc. which are all mechanical & Electrical integration products, sensitive and reliable with the capability of working in construction site environment.
- (viii) The crane shall be equipped with rest platform and guard rail etc. and other protective facilities for operator's personal safety when moving up & down. Bidder shall specifically indicate the climbing facility provided with the crane.
- (ix) Bidder shall clearly indicate electrical power requirement to operate the crane which shall be provided at free of cost by BHEL.
- (x) Bidder shall indicate the minimum free standing height of the crane and external anchoring details if required.
- (xi) Wind speed limitation considering storm conditions as per standard to be indicated by bidder.
- (xii) **Jib type – With self-assembling & dismantling facility.**
- (xiii) **THE AGE OF THE CRANE SHALL NOT BE MORE THAN 7 (SEVEN) YEARS & RELEVANT DOCUMENTS SHOULD BE ATTACHED IN SUPPORT OF THE SAME.**

1.2 The crane shall be provided with operator, helper, service & maintenance staff & all other consumables (if any) on fixed monthly hire basis, with separate mobilization, demobilization charges. The crane should be in good working condition. Bidder may please note counter weight as required shall be in the scope of supply of bidder. Bidder shall also furnish detail Load Chart with range diagram and relevant drgs. of Tower Crane. The cranes proposed to be hired are planned for erection work in Bolier Area, Power House Area and E.S.P Area wherein tower height requirement may vary. Hence the subject Crane shall have the capability of working at various heights.

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2.0 Hire charges should be for 14 hrs. daily (including one hour lunch) operation with lubricants and all other consumable. Spare parts to be replaced during operation of the crane. Activities like transportation of Dis-assembled crane to site, unloading of crane components at site, assembly of crane (including Trial operation) at site, dismantling of crane after contract period (including all the extension periods as applicable), loading on to trailers and shifting out from project site shall be included in the scope of work.

3.0 DEPLOYMENT DETAILS AND CONTRACT PERIOD

SL. NO.	PROJECT	CRANE CAP.	TENTATIVE DEPLOYMENT MONTH/YEAR	DURATION	EXTENSION PROVISION	QTY.	WORKING HRS & DAYS
1	LALITPUR	20 MT	One no. May'2012 and 2 nd Jul'2012	18 MONTHS Each crane	6 MONTHS Each crane	2 NOS	14 HRS./DAY, 26 DAYS/ MONTH

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**. However in case of exigency Site requirement, the schedule is further extendable for Additional months, as indicated above, as per BHEL's discretion, at the same rates and terms & conditions. The monthly rate quoted in the prescribed rate schedule shall remain firm throughout this period including extended period, as above. Terms & conditions including hiring charges for deployment of crane for period beyond Additional Months as indicated above shall be mutually discussed & finalized. However, if the performance of Crane is not satisfactory, the contract shall be liable for termination without prior notice. The Crane with Operator, Helpers and service / maintenance staff shall remain available for minimum cumulative 14 Hours/day inclusive of 1 hour lunch break. The actual deployment date to be coordinated by the contractor with Construction Manager of BHEL's LALITPUR site.

For unloading and Assembly, BHEL shall provide suitable capacity Crane with operator and fuel free of cost.

4.0 SCHEDULE OF CRANE MOBILIZATION & LOCATION

The tentative deployment of the crane shall be as mentioned above. However it may vary depends upon project schedule. Actual requirement shall be given by Construction Manager of LALITPUR site based on site condition. **However the crane with all Accessories shall have to be transported & physically mobilized including operator, helper to BHEL LALITPUR Site within a period of 45 days from the date of notice by Construction Manager of the Site.**

CONSIGNEE details for LALITPUR site is as follows:

- (I) THE CONSTRUCTION MANAGER,
BHEL SITE OFFICE,
LALITPUR (U.P.)**

5.0 RATE SCHEDULE

Separate Rates for i) Monthly Rental of the Crane inclusive of **all lubricants, grease, spare parts, filters , consumables (except fuel), operator, helper Maintenance staff etc.** based on the working hours as above and ii) Mobilization and De-mobilization Charges together for the Crane to & from Site are to be quoted separately in the enclosed Price Schedule Format of this Tender. **For recording the hours of operation, vendor is required to maintain a separate register at site, which shall be certified by site engineer.** The quoted rates shall remain firm throughout the entire contract tenure including extension period if any as indicated in Clause 3.0 as above. The rates quoted shall be inclusive of all taxes and duties, excluding service tax and educational cess, which shall be reimbursed separately against invoice. There is no provision for any Advance Payment by BHEL for Mobilization/Demobilization etc.

6.0 Contractor shall fully understand equipment description and 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.

7.0 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). 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 TAXES, DUTIES, LEVIES

The contractor shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges (except service tax as mentioned in Clause No. 8.1) which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

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

8.1 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services.

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Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL.

Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the breakup of all values for each nature of Service.

8.2 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, **the price quoted by the contractor shall be exclusive of the same.** Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. The contractor has to take all necessary steps to minimize tax on input goods by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/ VAT Authorities, for bringing all their material, plant and equipment etc. at site for the execution of the work, including arrangement of Road Permits if any, as applicable under the relevant VAT act.

The bidder who do not accept and comply with above provisions, are liable to be rejected against this tender.

8.2.1 Modalities of Tax Incidence on BHEL

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

8.2.2 New Taxes/Levies

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

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

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

- 9.0** 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.
- 10.0** 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.
- 11.0** Mobilization Charges for the Crane shall be paid only after satisfactory commissioning and Load Test of the Crane at Site, and certification from BHEL Site to this effect.
- 12.0** Demobilization charges shall be paid only on receipt of written confirmation from BHEL site that the crane has been dismantled and transferred from the site by the vendor.
- 13.0** 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 BHEL's erection subcontractor's scope.

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- 14.0** Operation, Maintenance 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 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 Consumable etc. in time, BHEL reserves the right to supply the same and deduct the Cost from Contractor's Bill with 30% overhead.
- 15.0** 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.
- 16.0** A Log book giving full operation/maintenance/downtime if any details shall be maintained by the Contractor at Site and regularly endorsed by the BHEL Site Engineer through his signature on daily basis or as per the site procedure.
- 17.0** 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 as per erection program.
- 18.0** If the crane becomes idle for more than four hours twice a month due to failure attributable to it's own mechanism due to whatsoever reason, the break down period after four hours for making the crane ready will be deducted from the monthly hire charges on pro-rata basis of the accepted monthly lump sum hiring rate divided by 26 days divided by 14 hours.
- 19.0** 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 such holidays.
- 20.0** Cumulative working hours per day for the Crane shall be for (14) fourteen Hours (i.e the normal working hours being followed by BHEL , inclusive of one hour lunch break daily), excluding weekly off and scheduled Holidays. For Crane working beyond working hours, or on weekly off /Holidays with prior permission of the concerned BHEL Site Engineer, the vendor shall be paid as under

HOURLY RATE FOR WORKING HOURS BEYOND CUMULATIVE WORKING HOURS AND WORKING ON SUNDAY AND HOLIDAYS SHALL BE 25% OF MONTHLY HIRING RATE DIVIDED BY 26 AND FURTHER DIVIDED BY 14 IN ADDITION TO MONTHLY HIRE CHARGES..

- 21.0** In case there is a total failure of the crane due to any reason whatsoever, 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

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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 and cost of the contractor.

- 22.0** 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/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
- 23.0** The Contractor shall follow and comply with all Safety Rules of BHEL and their customer, relevant provisions of applicable laws pertaining to the 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.
- 24.0** Any loss or damage to BHEL or Customer's property due to negligence of the crew 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.
- 25.0** BHEL shall provide space free of cost to the contractor at Site, where they are to maintain a shed/container for working facility of their personnel and keeping/storing of their required hand tools, spares, slings, consumables etc. as necessary.
- 26.0** 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.
- 27.0** 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.
- 28.0** 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.

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29.0 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.

30.0 The Contractor shall comply with the Plant security regulations in force at Site in entry, exit, movement & working inside the plant premises. The Vendor 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, Vendor shall immediately withdraw such employee/person from work.

31.0 TERMS OF PAYMENT:

(i) The Contractor shall submit the bill once in a month at the end of each month. **100% payment after necessary statutory & other deductions** shall be released within 30 days from the respective **BHEL Site** on submission of the tax invoice complete in all respect accompanied by BHEL engineer's certificate with the following documents, subject to its completeness & correctness in all respect.

- a) Invoice in triplicate based on the Monthly Hire Charge Rates as per Rate schedule duly certified by BHEL site Engineer.
- b) Payment of Mobilization & Demobilization Charges (i.e 50 % each of Item no 1.b of Rate Schedule), as applicable, with BHEL Site Engineer's certification.

(ii) **RETENTION AMOUNT**

(a) Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted. Retention amount shall always be retained in cash and shall not be released against BG under any circumstance.

(b) 100 % of Retention Amount shall be refunded along with 'Final Bill'.

(c) **CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.**

32.0 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 reserves the right to inspect the crane before opening of price bid 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 vendor shall cancelled and not to be further considered.

33.0 STATUTORY REQUIREMENTS

The Contractor shall ensure that all statutory requirements pertaining to Contract Execution e.g. Inland Labour Laws etc. are complied with at Site.

34.0 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extended extension period as indicated in Clause 3.0 as above.

35.0 GENERAL INSTRUCTION TO TENDERERS

35.1 DISPATCH INSTRUCTION

- i) The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Noncompliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

35.2 SUBMISSION OF TENDERS

35.2.1 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.**

35.2.2 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present.

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35.2.3 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of Reverse Auction / opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

35.2.4 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

35.3 LANGUAGE

35.3.2 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

35.3.3 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

35.4 PRICE DISCREPANCY:

35.4.1 **Conventional (Manual) Price Bid opening** : In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct
- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price

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(loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)''.

35.5 AUTHORISATION AND ATTESTATION

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney/ an authorization letter in company's letter head, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

35.6 EARNEST MONEY DEPOSIT :

- (a) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
- i) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT
 - ii) EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender.
 - iii) No other form of EMD remittance shall be acceptable to BHEL
 - iv) Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL: Power Sector Northern Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
Note: The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.
 - v) Bidders who have already deposited such "One Time EMD" of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL PSNR HQ issuing the tender shall be enclosed along with the offer.
- (b) EMD by the bidder will be forfeited as per Tender Documents if
- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
 - ii) The bidder 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.

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(c) EMD shall not carry any interest.

(d) In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer

35.7 SECURITY DEPOSIT :

Not Applicable

35.8 VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

35.9 EXECUTION OF CONTRACT AGREEMENT

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

35.10 REJECTION OF TENDER AND OTHER CONDITIONS

35.10.1 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 as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

35.10.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

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- 35.10.3** Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL .
- 35.10.4** If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 35.10.5** BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They 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.
- 35.10.6** 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 money due.
- 35.10.7** Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 35.10.8** In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 35.10.9** The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 35.10.10** The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 35.10.11** Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 35.10.12** BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

36.0 OTHERS

36.1 The tenderer shall specifically confirm that they have acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.

36.2 The Price Bids of only those bidders will be opened who will be qualified for the subject job and acceptance of customer. 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.

36.3 COMMENCEMENT OF WORK

36.4.1 The contractor shall commence the work in line with "Time Schedule" Clause as indicated in "Technical specifications & conditions of contract"...

36.4.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

36.4.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

36.5 RIGHTS OF BHEL

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

36.5.1 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 other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.

36.5.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work

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- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

36.5.3 To meet the expenses including BHEL overheads of 30% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 36.5.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

36.5.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

36.5.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 15% on all such payments.

36.5.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

36.5.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

36.5.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided

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that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value. Final Contract value for this purpose shall mean executed contract value plus value of unexecuted portion of work as per rate schedule.

36.6 ARBITRATION & RECONCILIATION

36.6.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine

The award of the Arbitrator shall be binding upon the parties to the dispute

36.6.2 The cost of arbitration shall be borne equally by the parties.

36.6.3 Work under the contract shall be continued during the arbitration proceedings

36.7 PAYMENTS

Payments to Contractors are made in any one of the following forms

Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).
- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract.

36.7.1 Final Bill

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Final Bill" is used for final payment on closing of Running Account for works or for single payment after completion of works. „Final Bill" shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

i) No Claim Certificate" by contractor

ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer,

Various Statutory Authorities like Labour department, PF Authorities, Commercial Tax

Department, etc

iii) Indemnity bond as per prescribed format

BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

36.8 CLOSING OF CONTRACTS

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

36.9 SUSPENSION OF BUSINESS DEALINGS

BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

37.0 LIQUIDATED DAMAGES (LD): Liquidated Damage provision shall remain applicable for delay in Crane deployment to Site and shall be applicable and to claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value

38.0 OTHERS

38.1 The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.

38.2 The Price Bids of only those bidders will be opened who will be qualified for the subject job. 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.

38.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job. 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.

39.0 GENERAL

39.1 Health, Safety & Environment management (HSE) BHEL-Power Sector (NR) is ISO 9001, ISO 14001, OHSAS 18001, ISO 27001 and SA-8000 certified company. Quality of work, to customer's satisfaction and system requirements is the essence of these certifications. The contractor in all respects will organize his work, systems, environment, process control documentation, tools, plant, inspection, measuring and testing equipments etc. as per instructions of BHEL engineer. The contractor shall also comply with applicable legislation and regulations with regards to Health, Safety and Environmental aspects for minimizing risk arising from occupational health & safety hazards, controlling pollution and wastage. The Contractor will be responsible for Health, Safety & Environment management (HSE) at site for the construction activities to be carried out by them in accordance with requirements given under section I (a) of GCC and elsewhere in this tender document. The contractor, who is awarded the work, shall have to sign an MOU w.r.t implementation of HSE conditions with BHEL (Safe Work Practices).

39.2 THE CONTRACTOR SHALL COMPLY WITH FOLLOWING TOWARDS SOCIAL ACCOUNTABILITY;

- a. The contractor shall not employ any employee less than 15 years of age in pursuant to ILO convention. If any child labour were found to have been engaged, the Contractor shall be levied with expenses of bearing his education expenditure which will include stipend to substantiate appropriate education or employ any other member of family enabling to bear the child education expenditure.
- b. The contractor shall not engage Forced/Bonded Labour and shall abide by abolition of Bonded Labour System (Abolition) Act, 1976.
- c. The contractor shall maintain Health & safety requirement as stipulated in the Contract and Contract Labour(Regulation & Abolition) Act,1970.
- d. The Contractor shall abide by UN convention w.r.t Human Rights and shall be liable for Discrimination /Corporal Punishment for failure in meeting with relevant requirements.
- e. The Contractor shall abide the requirement of Contract Labour (Regulation & Abolition) Act, 1970 for working hours.
- f. The Contractor shall abide by the statutory requirement of Minimum Wages Act 1948, payment of Wages Act 1936.
The Contractor shall arrange potable drinking water to its employees & workers.

HEALTH SAFETY & ENVIRONMENT

The vendor 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 vendor is as follows. The scope of vendor shall not be limited to the followings 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.

- 1.0 Nominate a safety officer who will supervise all the HSE aspects.
- 2.0 The safety officer will participate in all safety meeting conducted by BHEL.
- 3.0 Submit site safety plan indicating safety measures to be taken, fire fighting equipments & PPE to be deployed.
- 4.0 Report every near miss incident to BHEL.
- 5.0 Report accident report immediately after the occurrence.
- 6.0 Obtain operation control procedures (OCPs) from BHEL for the work to be executed
- 7.0 Follow factory act.
- 8.0 Every worker should use PPE as per his trade. All PPE should confirm to IS.
- 9.0 Conduct tool box meeting with workers every day before start of work instructing about the use of PPE. The outcome of the meeting to be recorded in a register.
- 10.0 Check fitness of the PPE and lifting tackles weekly and record in a register which will be verified by BHEL.
- 11.0 No person below 18 years will be employed.
- 12.0 Deploy fire-fighting equipments and refill before expiry.
- 13.0 Keep fire extinguishers of adequate type near the hot job and near the electrical machines.
- 14.0 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 cannot be allowed to be used.
- 15.0 Nobody will be allowed to work above 2 meters without safety belt/ harness with lifeline secured to a fixed member.
- 16.0 Good housekeeping has to be maintained. All debris shall be removed from workplace within shortest possible time.
- 17.0 Approach roads should not be blocked with cables, materials or debris.
- 18.0 First aid boxes have to be kept and maintained with all requisite materials as per factory act.
- 19.0 Trained person has to be kept for giving first aid.
- 20.0 Adequate illumination shall be provided where working.
- 21.0 All vehicles should have backlight, reverse horn and reversing light.
- 22.0 Crane operator shall have proper license.'
- 23.0 Crane should have reverse horn.
- 24.0 Only skilled person maintain and operate electrical items.
- 25.0 ELCB has to be used. No temporary connection shall be allowed.
- 26.0 All fuses shall have standard rating and capacity.
- 27.0 All power supply cables should be laid above 3 meter level or underground.
- 28.0 All hand lamps should be powered by 24 volts.
- 29.0 Water-logging of working area shall be removed.

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- 30.0 For operating portable machines 3 pin plugs shall be used.
- 31.0 Oxygen and DA cylinders shall be separated labeling full or empty. Full cylinders shall be kept upright.
- 32.0 Cylinders are not transported by rolling.
- 33.0 All oil drums shall be kept horizontal.
- 34.0 Excavated area shall be barricaded off with red-& white tape.
- 35.0 Proper slope of excavation shall be maintained.
- 36.0 Proper sign board and illumination shall be maintained at excavated area.
- 37.0 Wherever possible safety net shall be provided.
- 38.0 Proper platform and hand rail has to be provided at the work place.
- 39.0 All electrical equipments shall be earthed at two points.
- 40.0 Temporary platform should be strong enough, have proper approach and hand rails.

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 vendor.

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We,.....
Hereby declare and confirm that we have visited the project sites under the subject namely,and acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place: (Signature of the Tenderer's with stamp)

Date:

ANNEXURE-II

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s.....
providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

(M/s. BHEL, PSNR)

(M/s.....)

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digit) :

**IFSC CODE
(VALID FOR NEFT) :**

Beneficiary Account No. :

**Beneficiary E-mail ID
(For payment confirmation) :**

FORMAT OF UNDERTAKING

(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301(INDIA)**

Sub.: Tender for “HIRING OF 2 NOS OF 20 MT TOWER CRANE FOR LALITPUR SITE.”

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited sites as mentioned in NIT 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 and in case of 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 and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. 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 offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject item / system with detailed scope of supply as per our tender specification, BHEL-PSNR, NOIDA may resort to “REVERSE AUCTION PROCEDURE” i.e. ONLINE BIDDING on INTERNET.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. In case BHEL decides to conduct reverse auction, BHEL’s service provider shall contact the vendor directly and impart them the training.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the compliance form in the prescribed (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. Total Price quoted shall be inclusive of all taxes except service tax in line with the NIT conditions for the subject work in Rs., which is to be worked out as per the BOQ (Rate Schedule) given in tender enquiry and subsequent changes made, if any. EXCEL Sheet shall be provided, if applicable.
7. Reverse auction will be conducted on schedule date & time.
8. At the end of reverse auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to fax the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider after completion of event on the same day preferably.
10. Any variation between the on-line bid value and signed document will be considered as sabotaging the tender process and may invite disqualification of vender to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.

Authorization of representative who will participate in the on line Reverse Auction Process;

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

UNPRICED RATE SCHEDULE

“HIRING OF TOWER CRANE FOR LALITPUR SITE.”

Sl. No.	Description	Unit Monthly Rate (for each Crane) in Rupees	Qty.	Total price for both the cranes in Rupees
(A)	(B)	(D)	(E)	F=D X E
1	Monthly Lumpsum Hire Charges for providing one TOWER CRANE (20 MT) inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, maintenance staff etc. as per Tender Specification & Terms & Conditions.	RS. PER MONTH.	36 Months	RS.
2	Mobilisation and Demobilisation charge for the above crane	RS. (L.S.)	2 Nos	RS.
AA TOTAL PRICE SITE=1(F)+2(F)			RS.	

1. The above rate quoted shall be firm for all the model of the cranes offered against this tender.
2. Fifty percent of the above Lumpsum Rate quoted for Mobilisation & Demobilisation Charge against SI.No.2 will be payable against Mobilisation as defined in tender and balance fifty percent is payable against Demobilization as defined in the tender.
3. Hiring period will start from the date of commissioning and load testing of the crane at Site up to the period of last operation of the crane prior to releasing the crane for demobilizing.

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____
