

TENDER SPECIFICATION

No. BHE/PW/PUR/ARC-CRN/1074/OJ

FOR

Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR reg:

VOLUME-1A

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



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

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LEGEND:

@: Issued as separate booklet 'Tender Specifications Part-II.

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BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

TENDER SPECIFICATION NO - BHE/PW/PUR/ARC-CRN/1074/OJ/

ISSUE DETAILS

NAME OF THE WORK:

Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR reg:

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING **Volume-1 A** AND **Vilume-II**

M/s.....

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(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl. General Manager (Purchase)

PLACE: NAGPUR

DATE:

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Ref: **BHE/PW/PUR/ARC-CRN/1074/OJ**

Date: 17/11/2012

NOTICE INVITING TENDER (NIT)
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO**

To

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/ARC-CRN/1074/OJ	
ii	Broad Scope of job	Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR reg:	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS WR office at NAGPUR :</u> Start : 26/11/2012: Closes: 07/12/2012 , Time : 16.00 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	Applicable/ Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date : 01/12/2012 , Time : 15.00 Hrs Place : <u>BHEL PS Regional office at :Nagpur</u> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: RK Ranade/ Sr. Manager (Purchase) Pratish Gee Varghese/Engineer(Purchase)</p>	Applicable

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vi	OPENING OF TENDER	Date :10/12 /2012 , Time : 16.00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 200000/- (Rupees Two Lakhs Only)	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	At least 5 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc.. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender
- 4.0 Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 5.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.

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- 6.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 7.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.
(All pages to be signed and stamped)

Sl no	Description	Remarks
	Part-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl. No. (i) above. Note: <ol style="list-style-type: none"> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc..	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc.. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	

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vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc..	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	<p>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO:</p>	

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	NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none">○ Envelopes I○ Envelopes II○ Envelopes III	

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 8.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 9.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

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- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc.. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand-alone' bidder cannot become a **Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work

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- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand-alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid

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- d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

AGM/Purchase

Enclosure

- 01. Annexure-1: Pre Qualifying criteria.
- 02. Annexure-2: Check List .
- 03. Annexure-3: Important Information
- 04. Other Tender documents as per this NIT.

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR reg:
TENDER NO	BHE/PW/PUR/ARC-CRN/1074/OJ

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) <small>(Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)</small>	NOT APPLICABLE FOR THIS TENDER	
B	<u>Technical</u> 1) Bidder must be in the business of providing Operation and Maintenance Services of various Cranes on 31/10/2012	APPLICABLE	
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs 130.00 Lakhs or more over last three Financial Years (FY) i.e. 2009-2010, 2010-2011, and 2011-2012.	APPLICABLE	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT Applicable	By BHEL

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E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
F	Consortium criteria (if applicable)	Not Applicable	
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. 3. C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) 4. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above 5. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission 6. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed 			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC. IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (√) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM LATEST DUE DATE OF TECHNICAL BID OPENING	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexure, appendices etc. are read understood and signed	Applicable	YES/NO
10	Declaration by Authorized Signatory	Applicable	YES/NO
11	No Deviation Certificate	Applicable	YES/NO
12	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
13	Declaration for relation in BHEL	Applicable	YES/NO
14	Bank Account Details for E-Payment	Applicable	YES/NO
15	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
16	BIDDER HAS FAMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS	Applicable	YES/NO
17	COPY OF SIMILAR WORK EXECUTED IN THE PAST 7 YEARS	Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE 3:

IMPORTANT INFORMATION

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)

DECLARATION SHEET
(Refer Clause 1.19.8 of General Instructions to the Tenderer)

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) of Partner/Director
/Owner is presently employed in BHEL? : **YES/ NO**
If so, his connection with the Firm **(If yes, please give particulars)**
2. Whether any BHEL employee is : **YES/NO** (If yes, please give
Holding any share in Firm? particulars)

Signature of the Tenderer

Note:

1. Attach separate sheet, if necessary.
2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION No. BHE/PW/PUR/ARC-CRN/1074/OJ

I, _____ HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE GONE THROUGH THE SPECIFICATIONS, CONDITIONS AND STIPULATIONS IN DETAIL AND AGREE TO COMPLY WITH THE REQUIREMENTS AND INTENT OF THE SPECIFICATION. I FURTHER CERTIFY **THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED BIDDER AND A VALID POWER OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.**

DATE:
SEAL

SIGNATURE OF AUTHORIZED SIGNATORY WITH

Bharat Heavy Electricals Limited: PSWR: Nagpur

Tender Specs. No. **BHE/PW/PUR/ARC-CRN/1074/OJ**

**CERTIFICATE CONFIRMING
KNOWLEDGE ABOUT SITE CONDITIONS**

TENDER SPECIFICATION No. BHE/PW/PUR/ARC-CRN/1074/OJ

We, _____ M/s
.....
hereby declare and confirm that we have visited the project site(s) for
which we have submitted our offer and acquired full knowledge and
information about the site conditions.

We further confirm that the above information is true and correct and
we shall not be eligible for any additional payment of any nature due
to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS:

SIGNATURE & OFFICIAL SEAL OF BIDDER'S
AUTHORISED SIGNATORY

PLACE:

DATE:

CERTIFICATE OF NO-DEVIATION

TENDER SPECIFICATION No. BHE/PW/PUR/ARC-CRN/1074/OJ

I/WE, M/s

.....

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

Signature of the Bidder

Date:

PROJECT INFORMATION

NOT APPLICABLE

SPECIAL CONDITIONS OF CONTRACT

Sub: - Annual Rate Contract for Providing Services for Regular Operation & Routine Maintenance of cranes at sites under BHEL PS-WR:

The intent of specification is to provide services for **Regular Operation & Routine Maintenance of cranes at site under BHEL PS-WR**. BHEL is intending to avail the services for the following category of cranes as detailed below. Cranes that will be procured by BHEL-PSWR at any later stage, before or after entering into this contract, shall also be suitably classified into one of following categories.

Class I			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Tata Telco	TFC-75/075C-011
2	Crawler Crane	Tata Telco	TATA-320/T-3174
3	Crawler Crane	Tata Telco	TATA-320/T-3395
4	Crawler Crane	Tata Telco	TATA-320/F-02-4107
5	Hydra	ACE	ACE Rhino 110/10976
6	Hydra	ACE	GJ-23AC 4824
7	Hydra	Escort	ESCORT C-8000/1941
8	Hydra	Escort	ESCORT C-8000/1751
9	Hydra	Escort	ESCORT K-10/0072 (RJ09E 3404)
10	Hydra	Escort	ESCORT K-10/0071 (MH31-AH 7414)

Class II			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Tata Telco	TFC 280/1020 TFC-P-01009701020
2	Crawler Crane	Tata Telco	TFC 280/1012
3	Crawler Crane	Tata Telco	TFC 280/1049
4	Crawler Crane	Tata Telco	955 ALC/T-9507
5	Crawler Crane	Tata Telco	955 ALC/T-9540
6	Crawler Crane	Tata Telco	955 ALC/T-9538
7	Crawler Crane	Tata Telco	955 ALC/T-9802
8	Crawler Crane	Tata Telco	KH 500/T014
9	Crawler Crane	Fushun	QUY 120/ 1047
10	Crawler Crane	Fushun	QUY 80 B/1032
11	Crawler Crane	Fushun	QUY 80 B/1030
12	Crawler Crane	Fushun	QUY 80 B/1031
13	Crawler Crane	Zoomlion	QUY 100/37

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14	Crawler Crane	Zoomlion	QUY 100/38
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Class III			
Sl. No.	Description	Make	Model/Sl.No.
1	Crawler Crane	Link-Belt	LS 248/C5L-16-4538
2	Crawler Crane (Tyre Mounted)	Manitowoc	M-250T/2509005
3	Crawler Crane	Kobelco	CKE 2500-2/JD04-02370
4	Crawler Crane	Kobelco	CKE 2500-2/JD04-02478
5	Crawler Crane	Kobelco	CKE 2500-2/JD04-2499
6	Crawler Crane	Kobelco	CKE 2500-2/JD04-2500
7	Crawler Crane	Liebherr	Liebherr 1350/1 (074114)
8	Crawler Crane	Liebherr	Liebherr 1350/1 (074117)

Class IV			
Sl. No.	Description	Make	Model/Sl.No.
1	Crawler Crane	Manitowoc	18000/18001050
2	Crawler Crane	Link-Belt	FMC LS 718 with Ringer/032H4-138C

The contract shall be governed with the terms & condition as stipulated below:

1. WORK EXPERIENCE

Bidder should have experience of operation, repair & preventive maintenance; of cranes in above category .In support of work experience, bidder should furnish details work carried out in last three years and current works in hand. Bidder should submit self-attested copy of work order / Annual Rate Contract along with technical bid.

2. MANPOWER REQUIRMENT, THEIR QUALIFICATION & MINIMUM AGE

2.1 The number of manpower to be deployed by the contractor for regular crane operation and maintenance shall be in accordance with BHEL and described as below:

SL No.	Crane Category	Operation Team		Maintenance Crew
		Operator	Helper	
1	Class-I	1	1	
2	Class-II	1	1	
3	Class-III	1	1	1
4	Class-IV	1	1	1

2.2 BHEL reserves the right to increase or decrease the members of the team at its discretion. In such cases, the service charges for the team member added/removed shall be paid/deducted from the monthly quoted lump-sum rates as per below mention rates:

SL No.	Crane Category	Operator	Helper	Maintenance Crew	Monthly Rate
	Class-I	63.89%	36.11	0	100%
	Class-II	76.19%	23.81%	0	100%
	Class-III	58.33%	16.67%	25%	100%
	Class-IV	61.54%	15.38%	23.08%	100%

Note: Deployment of helper with operator is compulsory in all cases

2.2 The experience for above works shall be

- a) **Crane Operator**- Shall be capable of independently operating Hydraulic crawler crane of various capacities. Should have minimum 2 years of experience & hold valid HMV license
- b) **Maintenance Crew**- Shall possess both experience and high skill level in servicing / maintenance of Hydraulic Crawler Cranes and proficiency in supervision of all maintenance activities.
- c) **Crane Helper**- Shall remain associated with the crane for proper upkeep of crane during operation and maintenance work on day to day basis and troubleshooting activities as per requirement for the crane.

2.3 The contractor shall not deploy below the complete age of 22 years for helpers and 25 years for operator / mechanic.

3. SCOPE OF WORK

The scope of work includes following but not limited to

- a) Regular operation of BHEL owned Cranes.
- b) Carry out Periodic/scheduled maintenance as per Operation & Maintenance Manuals of respective crane.
- c) Boom shortening & lengthening, Jib assembly, dismantling, shortening & lengthening. Extra manpower as helper if required, then the same shall be arrange by BHEL
- d) Troubleshooting of minor hydraulic, electrical and mechanical breakdowns and attending the problem as per requirements.
- e) Proper maintenance of batteries & breakdown maintenance of tyres like puncture repairs.
- f) All sorts of Preventive and breakdown maintenance are to be carried out except,
 - i. Boom repairing, Hydraulic cylinders repairing (excluding seal kit changes), Engine repair.
 - ii. Overhauling & major repairing of undercarriage, transmission, torque converter, turbo charger, hydraulic pump/motors & winches overhauling,

which requires outside workshop facilities like press machine, machining, cutting, welding, grinding etc. and or any expertise requirement.

But if OWNER instructs the CONTRACTOR to carry out these jobs in emergency condition, it is to be carried out by the contractor's same resources available at the owner's site covered under this contract, then no separate payment shall be paid to the CONTRACTOR.

- g) Planning for jobs required to be carried out outside the plant premises under expert supervision is to be made & submitted so that such works can be planned & carried out without much time loss. Entire Co-ordination for such works shall be done by contractor.
- h) If any minor repair work on small item/component which can be carried by hand is required to be carried out in workshop outside plant premises within 100 km distance from site, then the same shall be carried out by the contractor and expenditure shall be reimbursed at actual on producing the bill plus 5% of the bill amount over & above the bill as service charge. For heavier items/component, transportation will be arranged by BHEL site and no service charges over & above the actual expenditure shall be paid
- i) Any other small repairs to prevent any deterioration of condition of equipment like paint touch-up at peeled off / rusted portion of boom pieces and inserts after thorough cleaning of the affected area etc. Consumable shall be arranged by BHEL.
- j) Purchasing of sundry spares net costing less than or equal to 0.5% of each crane insured amount as per latest available BHEL Special Contingency Policy (copy enclosed) on BHEL instruction. The spares procured shall be genuine from Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCF). The payment of supplied items will be done on certification of BHEL engineer at actual cost plus 5% of net item procurement cost exclusive of tax & duties as service charges and courier charges as per actual on production of bill.
- k) Purchasing of minor spares/items net costing less than or equal to Rs. 5000/- from local agencies on BHEL instruction. The payment of supplied items will be done on certification of BHEL engineer at actual cost plus 5% of net item procurement cost exclusive of tax & duties as service charges and courier charges as per actual on production of bill.
- l) In case of emergency, BHEL can advise the contractor to send his employ to personally purchase the item (in accordance to Para i & j of clause no. 3 special condition of this contract) & supply it to site. Then contractor has to honor the same and payment of supplied items will be done on certification of BHEL engineer at actual cost plus 5% of net item procurement cost exclusive of tax & duties as service charges plus to & fro travel charges between BHEL site & place of procurement at a flat rate equivalent to train fair AC 3 tier.

NOTE: Octroi and/or freight if applicable will be paid by BHEL against submission of original receipt.

4. CONTRACTOR'S RESPONSIBILITY:

- a) The contractor shall be fully responsible for taking adequate insurance of the resources. Avoidance of over speeding / rash operating of the equipment will be the contractor's responsibility. If any vehicles met with an accident – whether major or minor – the contractor will indemnify the owner from all sort of legal or

financial responsibility. The contractor will immediately intimate the details of accident to EIC and owners insurance agency. The contractor will lodge the FIR and will attend to all necessary legal formalities as per direction of the owner. The contractor will also ensure that the operator who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered to us due to failure in complying this provision will be on the contractor's account.

- b) The contractor to follow all safety norms as per present norms indicated in GCC and as per revised norms from time to time.
- c) The contractor to provide all safety appliances like dust masks, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, Personal protective equipment (PPE), rain gears, Overalls etc. to their personnel working inside the plant complex at his cost and should adhere to safety coded as given in GCC. Noncompliance shall attract heavy penalty.
- d) The contractor shall ensure timely compliance of Annual Load Test, Safety Inspection of equipment, keep updated records and shall give intimation at least one month in advance.
- e) The emergency situation like natural calamities (floods, fire, cyclone, earthquakes etc) the contractor should mobilize sufficient resources in co-ordination with EIC on war footing basis to mitigate the damage and safe guard owner property.
- f) The contractor should carry out jobs as per site engineer's specific requirement by considering the safety measures like wind speed, work area surroundings etc. wherever there is requirement of SWP (safe work permit) before carrying out any activity relating to O & M of equipment, contractor shall comply with such requirements.
- g) Contractor's operational supervisors and operators should study and understand the risk involved at the site and on the equipment/vehicle with respect to work in executing the job and if any complication perceived, it should be brought to the notice of EIC/ site area manager before starting the job..
- h) The contractor must ensure that all newly recruited staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field. Record for the same should be submitted regularly to EIC.
- i) The contractor must ensure that their operator / drivers should possess valid license and SDP (safe driving permit) and should comply with any other instructions of EIC regarding safe operation of equipment.
- j) The contractor has to ensure that only authorized operator occupy operator seat and operate the equipment.
- k) The CONTRACTOR shall carry the maintenance of equipment as per best engineering practices and ensure periodic scheduled maintenance of each equipment at least once in a fortnight or as instructed by EIC. Any deviation shall be approved by EIC.**
- l) The contractor shall make all equipment's operational and maintain uptime of 98% and above measured on monthly basis.**
- m) Following reports shall be made & submitted regularly.**
 - i). Submission of daily report of equipment like, Condition of machine, Running Hrs, Fuel Consumption, Maintenance plans, Component failures & analysis report.

- ii). Maintain and submit record of spares, consumables & tools supplied for operation and maintenance on monthly basis.
- iii). Submit monthly list of manpower & maintenance schedule in advance for approval.
- iv). Prepare monthly, quarterly and yearly spares and consumables requirement for submission and approval.
- v). Inform requirement of consumables in advance one month for indigenous items and two months for imported items for procurement and planning.
- vi). Submit list of critical spares in advance one month for indigenous items and two months for imported items for procurement & stock at site for maximum uptime of equipment's.
- vii) Co-ordinate for carrying out under warranty inspection and repairs – as per warranty scope, terms and conditions of OEM.
- viii) Periodic fuel consumption analysis will be carried out and reports will be submitted.
- ix) Inform for proper disposal of waste & replaced items, including oils generated from operation and maintenance of equipments.

5. BHEL'S OBLIGATIONS:

The BHEL shall provide following free of cost for the contractor to render identified services.

- BHEL shall provide identified spares needed during the work.
- BHEL shall provide all consumables like Lubricants, Hydraulic oils, Grease, cardium compound,
- Space will be provided for temporary office construction or space will be provided in store office shed for staff, tools, spares etc. & parking of small capacity cranes.
- Extra manpower as helper if required, for boom shortening & lengthening, Jib assembly, dismantling.
- Wooden / Concrete sleepers for placing the crane assemblies
- Required load for load testing of the crane.

6. VALIDITY OF CONTRACT

This contract shall be for a period of three years from the date of acceptance of your offer/ date of award on contract. Initially the contract shall be awarded for two year. Further the contract can be renewed for additional one year at the discretion of BHEL.

7. TERMINATION OF CONTRACT AND WORK ORDER

BHEL at any time can terminate the service contract by giving three months' prior notice in case service provided is not satisfactory. For termination of work order, 15 days prior notice shall be given

8. RATES, OPERATION TIMIMNGS & PRICE ESCALATION:

- a) The monthly rates for O&M shall remain firm for a period of one year from the date of LOI.
- b) The rates shall be revised for the subsequent years as per the formula given below:

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1st Year $R1 = R0 (0.1 + 0.90 \times L1/L0)$

2nd Year $R2 = R1 (0.1 + 0.90 \times L2/L0)$... and so on

Where

R0 = Monthly Rate quoted by bidder for each Crane

L0 = AICPI on date of LOI

L1 = AICPI One year after date of LOI

L2 = AICPI Two years from date of LOI

R1 & R2 = Monthly rates for 1st & 2nd year of extension respectively.

AICPI = All India consumer price index for industrial worker

- c) The rates for O & M are on per machine month basis for all calendar days in a month except Sunday for 09 hrs shift including one hour lunch break in a day. Working beyond stipulated shift hours in a day and working on Sunday and BHEL declared holiday will be considered as overtime and will be paid as per prorate man hourly basis. Calculation for the same is as follows:
- Rate per day = Rate per Month / 26.
Rate per hour = Rate per day/8
- Note: if required, per day/per hour rate can be further split among operator, helper & maintenance crew as per percentage mentioned in table under clause 2.2 of special condition of this contract.
- d) The shift will start at fixed timings at mutual consent and as per EIC Directions. The CONTRACTOR shall carry the operation of equipment's as per EIC's instructions from 9.00 am to 6.00 pm including one hour lunch break. EIC reserves the right to change the shift timings on weekly / monthly basis.
- e) BHEL reserves the right to change shift timings on weekly/monthly basis. Please note that the CONTRACTOR will be paid normal operation charges for the day of scheduled maintenance (even if scheduled maintenance is on Sunday / BHEL declared holiday). However, any schedule maintenance shall be decided by the EIC and his decision shall be final and binding on the CONTRACTOR.
- f) The CONTRACTOR shall prepare log sheet on daily basis and get it signed by concerned BHEL engineer on daily basis.
- g) Accommodation will not be provided by OWNER.
- h) Transportation for all staff is to be arranged by Contractor. However for emergency works other than normal working hours BHEL or their agencies vehicle may be provided.
- i) If any manpower is absent replacement should be arranged immediately without affecting project work. In case the replacement is not arranged, deductions of payment on prorated per man-day basis will be deducted. If the project work is hampered due to absence of manpower an alternate arrangement will be made by BHEL, then deductions at actual with 30% overhead charges will be deducted.
- j) If the EIC informs for round the clock deployment of particular equipment in advance, then the CONTRACTOR will meet additional resources requirement for second shift and he will be paid for single shift (9 hrs. including one hour lunch break) plus overtime of 12 hours irrespective of actual certification of log sheet by user based on written confirmation of EIC. In case there is no written confirmation of EIC for round the clock deployment, the CONTRACTOR will be paid for single shift plus overtime if any as per certified log sheet.
- k) All BHEL declared holidays as per labor laws shall be treated as paid holidays. The CONTRACTOR will be paid shift charges for holiday for all equipments

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which has work in a preceding day of holiday. Any working on that holiday shall be paid as overtime.

- l) By considering the complex operation of project/ equipment and critical requirements, EIC may instruct the CONTRACTOR to keep the minimum number of resources continuously irrespective of the actual shift of the operation of the equipment's. In that case the CONTRACTOR will be paid for minimum all working days in a month except Sundays for that particular machine for which the CONTRACTOR have been instructed to keep resources. In other words the CONTRACTOR will be paid for in between idleness of the equipment's during the operation of the equipment's. Please note that idle resources can be deployed by EIC at his sole discretion for any job related to equipment and no separate charges shall be paid for that job and the CONTRACTOR will not have right of refusal. However, it is agreed by the CONTRACTOR that right of approval or rejection of certification of idleness solely and entirely depends upon the EIC and it shall be his sole discretion on the basis of site/job requirements and conditions. At no point of time the CONTRACTOR shall have right to dispute the decision of the EIC in this regard. The CONTRACTOR has to prepare idle equipment list and to submit it with duly certified by the EIC.
- m) Please note that EIC shall give the list of equipment 10 days in advance from start monthly billing date for which the CONTRACTOR is required to maintain the resources & idleness shall be paid for only these equipment's. At no point of time the CONTRACTOR shall have right to dispute the decision of the EIC in this regard.
- n) Rates all inclusive of all payments to the CONTRACTOR's resources including statutory liabilities like labor license, adequate insurance policy, Provident Fund, Bonus etc. and any other regulations enforced from time to time taxes, duties, profits and any other charges (including but not limited to as mention herein after) that may be incurred during execution of this contract. Rates are not subjected to any escalation whatsoever during the currency of this contract.
- o) The contractor to submit Certificate / Documentary evidence for P.F. (Provident Fund) deposition of earlier month along with the bill /invoice of the subsequent month for the certification of the bill.
- p) The contractor shall disburse wages to his workers in the presence of the authorized representative of the Owner and shall take his signature with the date and time on each page of the wage sheet and shall provide a copy of such certified wage sheet to the authorized representative of the Owner for their record.
- q) **There will be no Price escalation except as provided in the Tender.**

9. TERMS OF PAYMENTS:

- a) Bills duly certified by the EIC are to be submitted to Construction Manager BHEL site office with copies of certified log sheets, & reconciliation statement of spares & consumables used by 10th of every month.
- b) Payment will be released within 30 days of receipt of correct invoice subject to confirmation of the contractor in writing by 15th of the next month that all payments / dues for previous billing month have been paid. If instructed by the owner, the contractor may be required to submit the documentary proof for the payment made and also fulfillment of other statutory formalities without which 10% payment of the contractor will not be processed.

- c) The applicable TDS shall be deducted as per the existing provisions of the law in force.
- d) The number of payments to be made to the contractor shall be restricted to one in each month for 1 crane.
- e) The bills shall confirm to standard format as instructed by EIC. The material consumed during the execution of the contract has to be shown separately in the invoice.
- f) In case of purchase of spares, payment shall be released as per clause no. 3.j, 3.k & 3.l of this contract on submission of original bill of purchase from OEM/OCM or local agencies.
- g) BHEL has switched to payment through Electronic Fund Transfer (EFT)/RGITS. Thus, the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker:
 - i. Name of the Company
 - ii. Name of Bank
 - iii. Name of Bank Branch & Branch Code
 - iv. City
 - v. Account Number
 - vi. Account Type
 - vii. IFSC Code of the Bank Branch
 - viii. MICR Code of the Bank Branch.

10. EMD/SECURITY DEPOSIT.

10.1 Earnist Money Deposit (EMD)

Please refer GCC for details.

10.2 Security Deposit

Please refer GCC for details

11. ORDERING AUTHORITY & DEPLOYMENT OF MANPOWER

The work order for regular operation & routine maintenance and breakdown of crane shall be placed from BHEL PS-WR Nagpur or by Construction Manager of the respective PS-WR site.

The manpower requirement shall depend upon the nature of work and accordingly BHEL shall issue work order in each occasion indicating the number and category of manpower required. Bidder shall deploy the required manpower as per BHEL's requirement.

12. WARRANTY OF SERVICE

The Contractor shall ensure top class workman ship for work assigned under this contract. Contractor shall submit work completion report against the work assigned at each occasion duly certified by Construction Manager of respective site. Report should contain the information regarding the nature of defects; probable reason of break down, components replaced with part No., work carried out and also suggests corrective action need to be taken.

13. RESPONSE TIME

The contractor shall mobilize his skilled manpower immediately on the call/placement of order by the BHEL. The contractor shall ensure that the response time is contained to be 12 hours for the site within a distance of 150 km from his place and within 72 hours for the site located beyond 150 km.

14. COMPLIANCE OF SAFETY REGULATION

Contractor shall ensure that the person deployed to render the service shall observe all safety norms prevailing at BHEL site at his cost. BHEL will not be responsible for any eventuality arising out of any negligence on the part of contractor in observing the safety norms.

15. COMPLIANCE OF WORKMAN'S COMPENSATION INSURANCE

- a) Person deployed for the services must be insured under the workman's compensation act Policy. The contractor shall keep such policy always current. The contractor at his cost will settle all the claim of contractor's personnel under this policy.
- b) All statutory requirements as per labour laws, ESI, PF etc are to be complied by the tenderer.
- c) Necessary insurance (covering WC act) for the workmen engaged by the contractor has to be taken at his cost and the copy of the same should be submitted on award of the work.
- d) An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of this tender shall be borne by the tenderer.

16. INSURANCE OF BHEL OWNED T&Ps

All the T&Ps belonging to BHEL and handled by the contractor for the assigned services are covered by insurance policy of the BHEL. However contractor will take due care to ensure completion of the job without causing any damages. Insurance of the T&Ps by BHEL shall not absolve the contractor from their responsibility of safe and proper handling and operation. The contractor will not be responsible for accidental damages caused by insured perils. The contractor shall also co-ordinate to complete the procedure of survey/ assessment of loss by the insurers.

17.0 TAXES, DUTIES, LEVIES (Consolidated Rev 02 dated 20/09/2012)

17.1. For All types of works excepting works covered under sl no 8.2

17.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

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

17.1.2 Service Tax & Cess on Service Tax

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 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 before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

17.1.3 VAT (Sales Tax MWCT)

As regards Value Added Tax (VAT)/CST 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 inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

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. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

17.2 'Enabling Works'

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. (i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties)~~

However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.

17.3 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.

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

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

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the

- contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
 - iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
 - iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

18. REJECTION OF TENDER & OTHER CONDITION

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 reason whatsoever: -

- I. To reject any or all the tenders.
- II. To split up the work amongst two or more tenderers.
- III. To award the work in parts.
- IV. Either of the contingencies stated above to modify the time for completion suitably.
- V. Conditional and un-witnessed tenders, tender containing absurd unworkable rates and tenders which are incomplete or otherwise defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

19. PRICE BID EVALUATION CRITERIA & AWARD OF CONTRACT

Bidder has to quote one lump-sum monthly charges for one operation & maintenance team (as mentioned under clause number 2.1 of special condition of contract) deployed for each crane under below mentioned class.

SL No.	Crane Class
1	Class I
2	Class II
3	Class III
4	Class IV

Separate monthly rate has to be quoted for each category (1 to 4 above).

- The quoted monthly rate for individual categories (1 to 4 above) shall be evaluated separately.
- Bidder may choose the Crane Class (all or any) as per above table.

BHEL is intending to engage one or more agency in each category in addition to the agency whose quoted/accepted rate is found to be lowest. BHEL shall give counter offer based on the L-1 accepted rates to remaining bidders (L-2, L-3 & L-

4.....so on) in order of their price competitiveness (L-2, then L-3 & hence forth)for their acceptance for further award of work.

Modality of work distribution in case Rate Contract is entered with more than one agency shall be as below:

Case 1: If the rate contract is entered with 2 agencies, then attempt shall be made to distribute the work approximately in the ratio of 60:40 between L1 bidder and the other bidder.

Case 2: If the rate contract is entered with more than 2 agencies, then attempt shall be made to ensure at least 50 % of work to L1 bidder and the rest distributed almost equally among the other bidders.

20.0 SPECIAL CONDITIONS

20.2.1 Safety

20.2.1.1 Safety Plan

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

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

20.2.1

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

20.2.2

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

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

20.2.3

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

20.2.4

All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

20.2.5

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

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

20.2.6

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

20.2.7

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

20.2.8

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

20.2.9

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

20.2.10

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

20.2.10

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

20.2.11

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

20.2.12

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

20.2.13

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

20.2.13

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

20.2.14

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

20.2.15

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

20.2.16

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

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

20.2.17

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

20.2.18

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

20.2.19

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

20.2.20

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

20.2.21

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

20.3.1 Emergency Response

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

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

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

20.3.2

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

20.4 OCCUPATIONAL HEALTH

20.4.1

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

20.4.2

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

20.4.3

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

20.4.4

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

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

20.4.5

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

20.4.6

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

20.4.7

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

20.4.8

Adequate arrangements shall be made to provide safe drinking water

20.4.9

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

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

20.5 HYGIENE and HOUSEKEEPING

20.5.1

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

20.5.2

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

20.5.3

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

20.6.1 ENVIRONMENT MANAGEMENT

20.6.2

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

20.6. WASTE MANAGEMENT

20.6.1

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

20.6.2

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

20.6.3

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

20.6.4

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

20.6.5

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

20.6.6

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

20.7 SUPERVISION

20.7.1

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

20.7.2

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

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

20.7.3

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

20.7.4

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

20.8 TRAINING & AWARENESS

20.8.1

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

20.8.2

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

20.8.3

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

20.8.4

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

20.8.5

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

20.9 REPORTING

20.9.1

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

20.9.2

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

20.9.3

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

20.9.4

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

20.9.5

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

20.9.6

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

20.10 AUDIT REVIEW AND INSPECTION

20.10.1

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

20.10.2

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

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

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

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

Sl no	Equipment	Scope of inspection	Inspection by	Schedule
1	Hand tools	To identify unsafe/defective tool	User	Daily
2	Power tools	To identify unsafe/defective tool	User	Daily
3	Fire Extinguishers	To check pressure and any defect	User / Safety Coordinator	Daily Every month

4	Lifting equipment/tackles	To check for defects and efficacy of brakes	User Third party	Daily Every Year
5	PPE	To check for defects	User	Daily

20.11 **NON COMPLIANCE:-**

20.11.1

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

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

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

20.12

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

20.13 Memorandum of Understanding

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

Memorandum of Understanding

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

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

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

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

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

Name :

Place & Date:

20.14

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

IS No	YEAR	Amd upto	DESCRIPTION
IS 10204	1982		PORTABLE FIRE EXTINGUISHERS MECHANICAL FOAM TYPE
IS 10245	1994		SPECIFICATION FOR BREATHING APPARATUS
IS 10291	1982		SAFETY CODE FOR DRESS DRIVERS IN CIVIL ENGINEERING WORKS
IS 10658	1983		HIGHER CAPACITY DRY POWDER FIRE EXTINGUISHERS (TROLLEY MOUNTED)
IS 10662	1992		COLOUR TELEVISION
IS 10667	1983		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR PROTECTION OF FOOT AND LEG
IS 11037	1984		ELECTRONIC FAN REGULATORS
IS 11057	1984		INDUSTRIAL SAFETY NETS
IS 11451	1998		RECOMMENDATION FOR SAFETY AND HEALTH REQUIREMENT RELATING TO OCCUPATION EXPOSURE TO ASBESTOS
IS 1169	1967		PEDESTAL FANS
IS 1179	1967		SPECIFICATION FOR EQUIPMENT FOR EYE AND FACE PROTECTION DURING WELDING
IS 11833	1986		DRY POWDER FIRE EXTINGUISHERS FOR METAL FIRES
IS 11972	1987		CODE OF PRACTICE FOR SAFETY PRECAUTION TO BE TAKEN WHEN ENTERING A SEWAGE SYSTEM
IS 1287	1986		ELECTRIC TOASTER
IS 13063	1991		STRUCTURAL SAFETY OF BUILDINGS ON SHALLOW FOUNDATIONS ON ROCKS
IS 13385	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE WHEEL MOUNTED WATER TYPE (GAS CARTRIDGES)
IS 13386	1992		SPECIFICATIONS FOR FIRE EXTINGUISHERS 50 LITRE MECHANICAL FOAM TYPE
IS 13415	1992		CODE OF SAFETY FOR PROTECTIVE BARRIERS IN AND AROUND BUILDINGS
IS 13416	1992		RECOMMENDATIONS FOR PREVENTIVE MEASURES AGAINST HAZARDS AT WORKING PLACE PART 1 TO PART 5
IS 13430	1992		CODE OF PRACTICE FOR SAFETY DURING ADDITIONAL

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IS No	YEAR	Amd upto	DESCRIPTION
			CONSTRUCTION AND ALTERATION TO EXISTING BUILDINGS
IS 13849	1993		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CONSTANT PRESSURE)
IS 1446	1985		CLASSIFICATION OF DANGEROUS GOODS (FIRST REVISION)
IS 1476	1979		REFRIGERATORS
IS 1641	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): GENERAL PRINCIPLES OF FIRE GRADING AND CLASSIFICATION
IS 1642	1989		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS- DETAILS OF CONSTRUCTION
IS 1643	1988		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): EXPOSURE HAZARD
IS 1646	1997		CODE OF PRACTICE FOR FIRE SAFETY OF BUILDINGS (GENERAL): ELECTRICAL INSTALLATIONS
IS 1904	1986		CODE OF PRACTICE FOR DESIGN AND CONSTRUCTION OF FOUNDATIONS IN SOIL
IS 1905	1987		STRUCTURAL SAFETY OF BUILDINGS MASONARY WALLS
IS 2082	1985		ELECTRICAL GEYSERS
IS 2171	1985		PORTABLE FIRE EXTINGUISHERS DRY POWDER TYPE (CARTRIDGE)
IS 2309	1989		PRACTICE FOR THE PROTECTION OF BUILDINGS AND ALLIED BUILDINGS AGAINST LIGHTENING
IS 2312	1967		EXHAUST FANS
IS 2361	1994		SPECIFICATION FOR BUILDING GRIPS - FIRST REVISION
IS 2418	1977		TUBULAR FLUORSCENT LAMPS IS 2418 (FT-1)
IS 2750	1964		STEEL SCAFFOLDINGS
IS 2762	1964		SAFE WORKING LOADS IN KGS FOR WIRE ROPE SLINGS
IS 2878	1986		FIRE EXTINGUISHERS CARBON DIOXIDE TYPE (PORTABLE AND TROLLEY MOUNTED)
IS 2925	1984		SPECIFICATION FOR INDUSTRIAL SAFETY HELMETS
IS 3016	1982		CODE OF PRACTICE FOR FIRE PRECAUTIONS IN WELDING AND CUTTING OPERATIONS- FIRST REVISION
IS 3315	1974		DESERT COOLERS
IS 3521	1989		INDUSTRIAL SAFETY BELTS AND HARNESS
IS 368	1983		IMMERSION WATER HEATERS
IS 3696	1991		SAFETY CODE OF SCAFFOLDS AND LADDERS PART 1 TO 2
IS 3737	1996		LEATHER SAFETY BOOTS FOR WORKERS IN HEAVY METAL INDUSTRIES
IS 374	1979		CEILING FANS INCLUDING REGULATORS
IS 3764	1992		EXCAVATION WORK - CODE OF SAFETY
IS 3786	1983		METHOD FOR COMPUTATION OF FREQUENCY AND SEVERITY RATES FOR INDUSTRIAL INJURIES AND CLASSIFICATION OF INDUSTRIAL ACCIDENTS
IS 3935	1966		CODE OF PRACTICE FOR COMPOSITE CONSTRUCTION
IS 4014	1967		CODE OF PRACTICE FOR STEEL TUBULAR SCAFFOLDING
IS 4081	1986		SAFETY CODE FOR BLASTING AND RELATED DRILLING OPERATIONS
IS 4082	1977	1996	STACKING AND STORAGE OF CONSTRUCTION MATERIALS AND COMPONENTS AT SITE

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IS No	YEAR	Amd upto	DESCRIPTION
IS 4130	1991		DEMOLITION OF BUILDINGS - CODE OF SAFETY PART 1 TO 2
IS 4138	1977		SAFETY CODE FOR WORKING IN COMPRESSED AIR (FIRST REVISION)
IS 4155	1966		GLOSSARY OF TERMS RELATING TO CHEMICAL AND RADIATION HAZARDS AND HAZARDOUS CHEMICALS
IS 4209	1967		CODE OF SAFETY FOR CHEMICAL LABORATORY
IS 4120	1980		FOOD MIXERS
IS 4262	1967		CODE OF SAFETY FOR SULFURIC ACID
IS 4756	1978		SAFETY CODE FOR TUNNELING WORK
IS 4912	1978		SAFETY REQUIREMENTS FOR FLOOR AND WALL OPENINGS, RAILINGS AND TOE BOARDS
IS 5121	1969		SAFETY CODE FOR PILING AND OTHER DEEP FOUNDATIONS
IS 5182	1969	1982	METHODS FOR MEASUREMENT OF AIR POLLUTION
IS 5184	1969		CODE OF SAFETY FOR HYDROFLUORIC ACID
IS 5216	1982	2000	RECOMMENDATIONS ON SAFETY PROCEDURES AND PRACTICE IN ELECTRICAL WORK PART I AND II
IS 555	1979		TABLE FANS
IS 5557	1995		INDUSTRIAL AND SAFETY LINED RUBBER BOOTS (SECOND REVISION)
IS 5916	1970		SAFETY CODE FOR CONSTRUCTION INVOLVING USE OF HOR BITUMINOUS MATERIALS
IS 5983	1980		SPECIFICATION FOR EYE PROTECTORS - FIRST REVISION
IS 6234	1986		PORTABLE FIRE EXTINGUISHERS WATER TYPE (STORED PRESSURE)
IS 692	1994		CRITERIA FOR SAFETY AND DESIGN OF STRUCTURES SUBJECTED TO UNDERGROUND BLASTS
IS 6994	1973		SPECIFICATION FOR SAFETY GLOVES
IS 7155	1986		CODE OF RECOMMENDED PRACTICE FOR CONVEYOR SAFETY (PART 1 TO 8)
IS 7205	1974		SAFETY CODE FOR ERECTION OF STRUCTURAL STEEL WORK
IS 7293	1974		SAFETY CODE FOR WORKING WITH CONSTRUCTION MACHINERY
IS 7323	1994		GUIDELINES FOR OPERATIONS OF RESERVOIRS
IS 7812	1975		CODE OF SAFETY FOR MERCURY
IS 7969	1975		SAFETY CODE FOR HANDLING AND STORAGE OF BUILDING MATERIALS
IS 8089	1976		CODE OF SAFE PRACTICE FOR LAYOUT OF OUTSIDE FACILITIES IN AN INDUSTRIAL PLANT
IS 8091	1976		CODE OF PRACTICE FOR INDUSTRIAL PLANT LAYOUT
IS 8095	1976		ACCIDENTS PREVENTION TAGS
IS 818	1968	1997	CODE OF PRACTICE FOR SAFETY AND HEALTH REQUIREMENTS IN ELECTRIC AND GAS WELDING, AND CUTTING OPERATIONS
IS 8448	1989		AUTOMATIC LINE VOLTAGE CORRECTOR (STABILISER)
IS 8519	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR BODY PROTECTION
IS 8520	1977		GUIDE FOR SELECTION OF INDUSTRIAL SAFETY EQUIPMENT FOR EYE, FACE AND EAR PROTECTION

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

21. GENERAL

- a) In case of any contradiction between “General Condition Of Contract” & “Special Conditions of Contract” of this Tender Specification, the provisions of Special Condition of Contract shall prevail.
- b) In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount shall be recalculated for the intended ordered quantity.
- c) In case of contradictions between Rates in Figures and Rates in Words, the lesser of the two shall be considered as correct.

22. LIQUIDATED DAMAGES: As per GCC

SPECIAL CONDITIONS OF CONTRACT

SECTION-A

Annexure-I

DETAILS OF WORK EXPERIENCE FOR CRANES

[CLASS I, CLASS II, CLASS III, CLASS IV AS MENTIONED ABOVE DURING THE LAST THREE YEARS]

SL. NO.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIP-TION OF WORK	WORK ORDER REF & date	Work done for Which Make & Model of Crane

SIGNATURE OF TENDERER WITH SEAL

- PLEASE USE ADDITIONAL SHEET IF NEEDED IN THE SAME FORMAT.
- PLEASE ENCLOSE COPIES OF WORK ORDERS/ RATE CONTRACT, SPECIFY WHETHER WORK EXECUTED FOR REGULAR OPERATION & RUTION MAINTENANCE REPAIR / BREAK DOWN MAINTEANANCE.

POWER SECTOR WESTERN REGION - NAGPUR

CATEGORY - A (CRANES ABOVE 18 MT CAPACITY)

SN	Description	MAKE	MODEL	Sl. No. of M/c	Location	Sl (Rs. in Lacs)
1	360 MT Portal Gantry Crane	KONE	Portal Gantry	K-9127	NTPC Rihand	770.00
2	Manitowoc tyre Mounted Crane M250T	MANITOWOC	M250T	2509005	PIPAVAV	1315.00
3	250MT FMC LS-718 Crawler Crane	LINK-BELT	LS-718	032H4-138C	MAHAGENCO Chandrapur	2000.00
4	Link Belt LS-2484 158MT Crawler Crane	LINK BELT	LS-248H	CSLI-6-4538	KORBA STPS 1X500 MW, NTPC	940.00
5	TATA -Hitachi KH 500-100MT Crawler crane	TATA-HITACHI	KH-500	H-15-014	MANGROL SLPP	430.00
6	TATA-955 ALC 75MT Crawler Crane	TATA	955 ALC	T-9507	BHUSAWAL TPS 2X500 MW	150.00
7	TATA-955 ALC 75MT Crawler Crane	TATA	955 ALC	T-9538	KORBA STPS 1X500 MW, NTPC	150.00
8	TATA-955 ALC 75MT Crawler Crane	TATA	955 ALC	T-9540	UKAI UNIT-6 (1x500MW)	150.00
9	TATA-955 ALC 75MT Crawler Crane	TATA	955 ALC	T-9802	PIPAVAV	150.00
10	TATA-TFC-280 75 MT Crawler Crane	TATA	TFC-280	1012	KORBA STPS 1X500 MW, NTPC	150.00
11	TATA-TFC 280 75 MT Crawler Crane	TATA	TFC-280	1020	BHUSAWAL TPS 2X500 MW	150.00
12	TATA-TFC-280 75 MT Crawler Crane	TATA	TFC-280	1049	Bina TPP 2X250MW	150.00
13	TATA-TFC-75 25 MT Crawler Crane	TATA	TFC-75	075C-011	Bina TPP 2X250MW	65.00
14	TATA 320-18MT Crawler Crane	TATA	320	T-3174	RAIGARH JINDAL POWER LTD 4X250 MW	65.00
15	TATA 320-18MT Crawler Crane	TATA	320	T-3395	RAIGARH JINDAL POWER LTD 4X250 MW	65.00
16	TATA 320-18MT Crawler Crane	TATA	320	T-0993	MANGROL SLPP	65.00
17	Manitowoc 600MT Crawler crane	Manitowoc	18000	18001050	DB Power, Raigarh	2642.00
18	Kobelco 250MT Crawler crane	Kobelco	CKE 2500-2	JD04-02370	UKAI UNIT-6 (1x500MW)	913.00
19	Kobelco 250MT Crawler crane	Kobelco	CKE 2500-2	JD04-02476	Hindalco Mahan	819.00
20	Kobelco 250MT Crawler crane	Kobelco	CKE 2500-2	JU04 2500	PIPAVAV	819.00
21	Kobelco 250MT Crawler crane	Kobelco	CKE 2500-2	JD04-2499	RAIGARH JINDAL POWER LTD 4X250 MW	819.00
22	Fushun 120MT Crawler Crane	Fushun	QUY-120	1047	PIPAVAV	410.00
23	Fushun 80MT Crawler Crane	Fushun	QUY 80B	1030	MAHAGENCO Chandrapur	216.50
24	Fushun 80MT Crawler Crane	Fushun	QUY 80B	1032	Hindalco Mahan	216.50
25	Fushun 80MT Crawler Crane	Fushun	QUY 80B	1031	Hindalco Mahan	216.50
26	Liebherr Heavy Lift Crawler Crane	Liebherr	LR 1350/1	74114	Indiabulls Amravati	1,343.32
27	Liebherr Heavy Lift Crawler Crane	Liebherr	LR 1350/1	74117	Indiabulls Nashik	1,343.32
28	Zoomlion Crawler Crane	Zoomlion	QUY100	37	DB Power, Raigarh	430.00
29	Zoomlion Crawler Crane	Zoomlion	QUY100	38	Jhatua Power, Seoni	430.00
30	Strand Jack System (Strand Jack 02 nos & Power Peck 03 nos)	Dormanlong Technology	D2223-DL- S185	DLS-185/1009-01 & 02, DL-L40/300F-1009-01, 02 & 03	DB Power, Raigarh	108.05
31	Crane engine	Cummins		NT 743	KHAPARKHEDA	3.50
CRANES BELOW 18 MT CAPACITY)						
1	Escort Hydra -8MT-Tyre Mounted Crane -C-8000	ESCORT	C-8000	Sl.No.1941 (GJ-16C-2239)	RAIGARH JINDAL POWER LTD 4X250 MW	15.00
2	Escort Hydra -8MT-Tyre Mounted Crane -C-8000	ESCORT	C-8000	Sl.No.1751 GJ-16C-1381	Bina TPP 2X250MW	15.00
3	Escort Hydra- Tyre Mounted 10MT Crane	ESCORT	K-10	Sl.No. 0071 (MH31-AH 7414)	Nashik	15.00
4	Escort Hydra- Tyre Mounted 10 MT Crane	ESCORT	K-10	0072 (RJ09E 3404)	Bhilai 2x250MW	15.00
5	ACE Hydra- Tyre Mounted 11 MT Crane	ACE	RHINO	10976	MANGROL SLPP	15.00
6	ACE Hydra- Tyre Mounted 11 MT Crane	ACE	RHINO	GJ-23AC 4824	Amravati	15
CATEGORY -C (LIFTING & HOISTING EQUIPMENTS)						
1	Rack & Pinion passenger cum Goods Lift (1T CAP GOMACO make)	MEKASTER	RACK & PINION	H-113	BHUSAWAL TPS 2X500 MW	30.00
2	Rack & Pinion passenger cum Goods Lift (1T CAP AVON make)	AVON	RACK & PINION	NA	KORBA STPS 1X500 MW, NTPC	30.00
3	Rack & Pinion passenger cum Goods Lift (1T CAP GOMACO make)	MEKASTER	RACK & PINION	H-185	BHUSAWAL TPS 2X500 MW	30.00
4	Rack & Pinion passenger cum Goods Lift (1T CAP GOMACO make)	MEKASTER	RACK & PINION	H-187	Bhilai 2x250MW	30.00
5	Rack & Pinion passenger cum Goods Lift (1T CAP GOMACO make)	MEKASTER	RACK & PINION	H-017	Bhusawal	
6	Rack & Pinion passenger cum Goods Lift (1T CAP GOMACO make)	MEKASTER	RACK & PINION	H-020	JPL Raigarh	
7	Boiler Furnace maintenance plates form - SKY MAN make consisting Two Drive & one platform ALFA-800	SKY MAN	ALFA	911491/911492	New Parli TPS Unit 2	10.50

