

TENDER SPECIFICATION

No. BHE/PW/PUR/TPT-CRN/1295

FOR

TRANSPORTATION OF 01 No. 350 MT CAPACITY
CRAWLER CRANE (LIEBHERR LR 1350/1) FROM
BHEL SITE, OPAL DAHEJ, BHARUCH (GUJRAT)
TO NTPC MAUDA (MAHARASHTRA)

TECHNICAL BID - VOLUME- I

VOLUME-I CONSISTS OF:

- Notice Inviting Tender
- Volume I A - Technical Conditions of Contract,
 - Special conditions of Contract (SCC-Part of Volume IA)
 - Annexure-A (LOADING PLAN)
- Volume I B -VOID
- Volume I C - General conditions of Contract

VOLUME-II CONSISTS OF:

- Price Bid Specification



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

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I	Notice Inviting Tender	(Part of <u>Vol-I</u>)
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I-A	Special conditions of Contract (SCC)	Part of Vol-IA
I-A	Annexure-A-Loading Plan	(Part of SCC)
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I-C	General Conditions of Contract	Attached Separately GCC
II	Price Bid Specification	Attached Separately Vol II

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/TPT-CRN/1295

ISSUE DETAILS

NAME OF THE WORK:

Transportation of 01 No. 350 MT Capacity Crawler Crane Liebherr LR 1350/1 From BHEL Site, Opal Dahej, Bharuch (Gujrat) To NTPC Mauda (Maharashtra)

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

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:



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR-WESTERN REGION
'Shreemohini' Complex, 5th floor
345-Kingsway Nagpur 440001
Phone: 0712-3048600-604 Fax: 0712-3048 605, 698, 699

NOTICE INVITING TENDER (NIT)

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 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/TPT-CRN/1295	
ii	Broad Scope of job	Transportation of 01 No. 350 MT Capacity Crawler Crane Liebherr LR 1350/1 From BHEL Site, Opal Dahej, Bharuch (Gujrat) To NTPC Mauda (Maharashtra)	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-I	<u>Technical Bid</u>	Applicable
B	Volume-IA	<u>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</u>	Applicable
C	Volume-IB	Void	Applicable
D	Volume-IC	<u>General Conditions of Contract (GCC)</u>	Applicable
E	Volume-ID	Void	Applicable
F	Volume-II	<u>Price Schedule (Absolute value).</u>	Applicable
iv	Issue of Tender Documents	1. Sale from BHEL PS Regional office at : Start : 19/07/2014 Closes: 29/07/2014 , Time : 15.00 hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 29/07/2014, Time : 15.00 hrs Place : BHEL, PSWR Nagpur HQ.	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 60,000/- (Rupees Sixty Thousand Only)	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable

Bharat Heavy Electricals Limited : PSWR : Nagpur
Tender Specs. No. **BHE/PW/PUR/TPT-CRN/1295**

ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: At least 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr ABHIJEET KUMAR (kabhi@bhelpswr.co.in) Mr. PRATISH VARGHESE (pgv@bhelpswr.co.in)</i>	Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-	NOT Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, Tender Specifications will be hosted in BHEL webpage www.bhel.com -->Tender Notifications →View Corrigendum's) 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 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

4.0 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.

5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- VOL-I consisting of 'VOL-I A (Techno Commercial Bid)' & 'VOL-I B (EMD/COST of TENDER)' in two separate sealed and superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
- VOL-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)

6.0 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
	VOL-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: 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. 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	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I : <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 A : <u>Technical</u> Specification of crane	
x.	Volume – I B : Special Conditions of Contract (SCC)	
xi.	Volume – I C : General Conditions of Contract (GCC)	
xii.	Volume – I D : Forms & Procedures	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiv.	Any other details preferred by bidder with proper indexing.	

	VOL-I B	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	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 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case	

	may be)	
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VOL-II		
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
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		
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: 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.

- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 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).
- 9.0 **VOID**
- 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 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 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 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 (xi) of 1 above.**
- 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) or specified otherwise in SCC of tender.
- 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 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
'Stand alone' bidder cannot become a '**prime bidder**' or a '**consortium bidder**' in a **consortium 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
- 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 BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
- 27.0 **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
- 28.0 **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 29.0 A bidder must satisfy **all the Qualifying Requirements** stipulated under 'C', 'D' etc of this tender concurrently in order to get qualified.
- 30.0 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
 - 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-2: Important Information.

ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS

JOB	TRANSPORTATION OF 01 NO. 350 MT CAPACITY CRAWLER CRANE LIEBHERR LR 1350/1 FROM BHEL SITE, OPAL DAHEJ, BHARUCH (GUJRAT) TO NTPC MAUDA (MAHARASHTRA)
TENDER NO	BHE/PW/PUR/TPT-CRN/1295

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)	NOT APPLICABLE	
B	<u>TECHNICAL</u> Bidder must have in last Seven years as latest date of offer submission, successfully carried out transportation of any ODC consignment of 53.5 MT or above. Bidder shall furnish documentary evidence in support of the same.	APPLICABLE	
C-1	<u>FINANCIAL</u> a) <u>TURNOVER criteria for bidders opting to offer One Crane only</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs.7 Lakhs or more over last three Financial Years (FY) i.e.2011-12, 2012-13 & 2013-14 OR for yr 2010-11, 2011-12& 2012-13 (in case Annual Accounts for FY 2013-14 is not audited).	APPLICABLE	
C-2	<u>NETWORTH (only in case of Companies)</u> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	APPLICABLE	
C-3	<u>PROFIT</u> 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	NOT APPLICABLE	BY BHEL
E	Approval of Customer	NOT APPLICABLE	BY BHEL
F	Consortium criteria	NOT APPLICABLE	BY BHEL
G	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
	Explanatory Notes for QR 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		

	<ol style="list-style-type: none"> 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 7. The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.
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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.

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 <i>(Please fill the contact details of the person responsible for the tender so that he/she can be contacted directly regarding any clarifications)</i>	Name : Mr/Ms Designation: Tel No: Mobile No: Email –Id:-	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (<input type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	As per NIT	
		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 as per PQR	Applicable	YES/NO
8	Copy of pan card	Applicable	YES/NO
9	Whether all pages of the tender documents (Tech Bid & Price Bid) including annexures, 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 along with proof of completion (Completion Certificate/ Copy of Invoices of executed order / Payment Advice etc.) for the WO in support of Pre-Qualifying Requirement (B).	Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE 3:

IMPORTANT INFORMATION

1. **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)**
2. **All Statutory Requirements as applicable for this project shall be complied with.**
3. **Please take note of following Revised Tender Clauses:**
 - a) **General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5**

4. Broad Terms & Conditions of Reverse Auction

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction are given in Annexure V of NIT:

- 4.1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- 4.2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 4.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 4.4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 4.5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.

- 4.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 4.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 4.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 4.9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 4.10. Reverse auction will be conducted on scheduled date & time.
- 4.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 4.12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 4.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 4.14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 4.15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 4.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 4.17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION No.BHE/PW/PUR/TPT-CRN/1295

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

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

CERTIFICATE OF NO-DEVIATION

TENDER SPECIFICATION No.BHE/PW/PUR/TPT-CRN/1295

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.

I/We also certify that:

1. I/We have submitted duly filled "Volume I A" attached with tender for crane models we propose to offer without any deviation.

Seal & Signature of the Bidder

Date:

**CERTIFICATE CONFIRMING
KNOWLEDGE ABOUT SITE CONDITIONS**

TENDER SPECIFICATION No.BHE/PW/PUR/TPT-CRN/1295

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:

DECLARATION SHEET
TENDER SPECIFICATION No.BHE/PW/PUR/TPT-CRN/1295

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
Holding any share in Firm? : **YES/NO** (If yes, please give
particulars)

Signature & Official Seal 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

JOB: TRANSPORTATION OF 01 NO. 350 MT CAPACITY CRAWLER CRANE LIEBHERR LR 1350/1 FROM BHEL SITE, OPAL DAHEJ, BHARUCH (GUJRAT) TO NTPC MAUDA (MAHARASHTRA)

1. SCOPE OF WORK

Transportation of 01 No. 350 MT Capacity Crawler Crane Liebherr LR 1350/1 From BHEL Site, Opal Dahej, Bharuch (Gujrat) To NTPC Mauda (Maharashtra)

Consignor:

BHEL Site Office,
ONGC Petro Additions Ltd., Plot No. Z/1 & Z/83,
C/o DAHEJ SEZ, PO: Dahej, Tal: Vagra,
Distt: Bharuch (Gujrat)
Pin: 392 130

Consignee:

BHEL Site Office, 2x660 MW STPS,
PO: Mauda, Dist: Nagpur (Maharashtra)
Pin: 441 104

Tentative Schedule for commencement of transportation:

In Mid of Aug 2014.

- 1.1 Bidder shall be intimated 2-days in advance regarding the transportation. Bidder shall depute their trucks/trailers to BHEL site accordingly.
- 1.2 Bidder shall provide trailers for the transportation of subject crane & its subassemblies as detailed in the loading plan of the crane. (Refer enclosed Annexures- A)
- 1.3 The details of the crane carrier, loose accessories and their dimension/weights are given in this tender specification for general guidelines to the bidder; however bidders are advised to see the crane physically at site prior to submission of their offer. The weight & dimension of cranes sub-assemblies / packages as given in the loading plan are based on the OEM (Originals Equipment Manufacturer's) shipping document. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to data given in the Annexures-A.

2. Liaisoning With BHEL sites

Bidder has to contact General Manager BHEL OPAL Dahej site before placing the trailers for loading at and General Manager BHEL NTPC Mauda site for unloading.

3. BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT

- 3.1. BHEL attaches utmost importance for proper lashing / tying of consignment for safe transportation. Necessary wire ropes, manila ropes, turn buckles, tyre gutter pieces, gunny bags, tarpaulins and wooden sleepers of suitable size & numbers etc., are to be provided by transporter at their cost and shall carry out necessary works for tying / covering of crane / components on trailer and care should be taken by the transporter to reach the material safe at final destination. If any damages to crane and its subassemblies occurred due to the transporter negligence, then BHEL reserves the right to make full recovery of the repair and replacement charges incurred to rectify the damages from the transporter. BHEL decision in this regard will be final.

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

- 3.2. Lacing of each boom/boom inserts/jibs & jib inserts should be done with non-abrasive polyester material i.e. with nylon belt with suitable capacity at minimum three locations.
- 3.3. During transportation, crane and its sub-assemblies are to be supported on trailer with adequate no. of sleepers of length equaling the entire width of the trailer.
- 3.4. Necessary weld supports including supply of material and welding and cutting will be arranged and provided by BHEL. These are accountable and returnable to consignee. Certain consignments are vulnerable and require more protection during transportation. En-route if some temporary provisions are to be made for reinforcing the road with sleeper etc. the same will be arranged by bidder.
- 3.5. It is responsibility of Bidder to provide vehicle of suitable size and capacity keeping in view of details of dimension /weight of loose accessories as given in Annexure A and safety of transportation of the consignment to the destination. The vehicles should have valid RTO permits and in good working / running condition.
- 3.6. The transporter shall ensure that the consignments are delivered at destination in safe condition with minimum transit time. The entire material / loose accessories of crane should be transported and delivered at consignee within 25 days from OPAL Dahej site to NTPC Mauda Site, from the start of the work which includes loading and travel time as required. In addition to the transportation period, a grace period of 2 day is allowed to provide for any unforeseen contingency in transportation; however bidder shall make all efforts for early completion of work. Transportation delay beyond stipulated period will attract a liquidated damage @ 1% per day to the maximum @ 10% of total freight.
- 3.7. The transporter shall place the vehicle at consignor place within 24 hours' notice from the time of request of BHEL site / Owner representative, failing which Liquidated Damages may be enforced.
- 3.8. Trans-shipment of any consignment en-route is not permitted. The prior permission for transshipment may be obtained from BHEL in Force Majeure condition without any commercial implication to BHEL. At any point, violation from loading plan will not be permitted. If any damages to the consignment occurs because of trans-shipment/ any other act of negligence and variation from loading plan, then the costs shall be recoverable from the transporter.
- 3.9. It is responsibility of transporter to carry out road survey between the source and destination points prior to the movement of cranes and submitting the report to the BHEL confirming road condition suitable for transportation. The transporter shall take adequate care to check the capacity of culverts, bridges and level crossing before embarking upon the actual transportation.
- 3.10. Transporter shall take all care while loading the crane accessories as per their proposed loading plan and transporter shall ensure & supervise proper loading at port/site.
- 3.11. BHEL prefers their main consignments being carried in the contractor's own vehicles only. If carried in hired vehicles, the contractor should ensure that the party is reputed one and are having maintained vehicles and valid permits.
- 3.12. Transporters own escort team will have to be accompanied with the Main consignments such as Upper works, revolving frame etc. for the entire period of transportation.
- 3.13. The scope of work under this contract is deemed to be completed only when so certified by the Engineer in charge BHEL sites.
- 3.14. The entire road permits and licenses or any relevant authorization from competent authority shall be obtained by the transporter (for the vehicles provided for transportation of crane sub-assemblies) as required running the vehicle as per Indian Motor Vehicle Act. BHEL shall not take any responsibility for any complication arising out of such contingencies. Any such contingencies arising in this

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

regard are entirely the transporter's responsibility. The transporters will be solely responsible for any mishaps such as accident, fire etc., en-route/during transit and consequence thereof, including legal consequences if any. If any trailer/trucks met with an accident – whether major or minor – the transporter will indemnify the BHEL from all sort of legal or financial responsibility. The transporter will immediately intimate the details of accident to BHEL and BHEL insurance agency. The transporter will lodge the FIR and will attend to all necessary legal formalities as per direction of the BHEL. The transporter will also ensure that the driver 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 with this provision will be on the transporter's account.

3.15. The transporter shall be responsible for delivery of goods at destination in good condition of the consignment carried by them.

3.16. Instances were noticed in which crane car-body along with operator cabin was loaded in sound & intact condition. Whereas on unloading at consignee place, all the electronic control console in operators' cabin was found in damaged condition despite that there is not a single scratch from outside. On examination, it was found that the damages were caused due to excessive vibration generated by rash driving and driving at high speed on bad roads. Hence, it is the responsibility of transporter to ensure the safety of operator cabin by taking intense care and giving instruction to trailer driver to drive smoothly. If any damages in this regard are caused, then BHEL reserves the right to make full recovery of the damages from the transporter.

3.17. Road Tax, if applicable for BHEL's owned crane for which transportation is covered under this tender specification has to be paid by the transporter and the same will be reimbursed to the transporter on submission of the road tax receipt along with the final invoice. Road Tax assessment is being done by RTO Authority at state entry check post, hence bidder is advised to ensure that all the trailers / consignment should reach on same time at state border check posts. Bidder should ensure that all the trailers carrying crane material should enter in State Border from the same RTO Check Post.

3.18 Bidder shall intimate to the Ordering Authority regarding the dispatch particular of the each consignment by fax/e-mail with the following details.

- I. LR No. & Date
- II. Content of package, package number as per Annexure-A & description of items loaded in each trailer
- III. Gate passes number & date.

The above information should be sent immediately once the consignment loaded on trailer / moved out from the BHEL premises. This information is required for further communication to insurance company.

4.0 OWNER'S OBLIGATION

- 4.1 BHEL will arrange for loading of consignment on trailers and trucks at consignor site.
- 4.2 BHEL will also arrange for unloading of consignment from trailers / truck at consignee site.
- 4.3 BHEL shall issue required state permit for the goods being transported to that state if required, but the transporter has to inform BHEL in advance. BHEL will not entertain any detention occur at the check post due to the want of state permit or other documents.

5.0 TRANSIT INSURANCE

- 5.1 BHEL shall insure the consignments with the underwriters/ insurance company etc. Insurance of the consignments by BHEL shall not absolve the transporter of any responsibility of safe and proper transportation of the goods to the final destination or his liability to compensate for the damages / shortages/ losses in respect of consignments transported by them.
- 5.2 In case of any damage, transporter is obliged to submit/furnish document viz. damage certificate, original/copy of FIR, damage occurrence report etc. to BHEL, thereby facilitating BHEL to lodge

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insurance claim. Any loss suffered by BHEL due to failure in compliance to this provision will be attributable to transporter

6.0 SECURITY, RULES & REGULATION

The transporter and or his agent shall comply with Security & safety regulations in the matter of entry, exit and movement inside the BHEL's customer plant premises or elsewhere and as indicated in GCC. Ignorance of such regulations will not be accepted as an excuse. Spark arresters shall be provided on vehicles deployed to Hydrocarbon / Petrochemical installations/Refineries.

7.0 DETENTION CHARGES AT LOADING & UNLOADING POINTS:

Detention charges shall be paid extra if the vehicles are not loaded in time subject to reporting of vehicles before 10 AM on any working day. If the vehicles report after 10 AM, the date of report shall be taken as 10 AM on the next working day for the purpose of payment of detention charges. Detention charges will be paid as follows:-

7.1 Eligibility for Detention Charges.

7.1.1. At Sites / Harbour / CFSs:

Within 72Hrs from the time of reporting, the vehicle should be released. 4th day onwards detention will apply as per Table given below:

7.2 Detention Charges.

7.2.1 Detention charges shall be paid on certification of the BHEL Engineer of respective Site.

7.2.2 Detention at Site shall be paid based on the Gate Entry at Site / endorsement of BHEL Site Officials.

7.2.3 It is the responsibility of the Transport Carrier to obtain the required gate entries/endorsements in the L.R. with time & date from other areas such as Shipping/Stores/Harbour&CFSand Sites etc., to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.

7.2.4 However, no detention charges will be payable if the vehicles report on Sundays & General Holidays

7.2.5 Detention charges will be paid as follows:

Detention Charges per day				
Description	Upto 5 Days	6 to 10 Days	11 to 20 Days	Beyond 21 days
15, 22, 23 & 27 MT Standard Trailer	Rs. 750	Rs. 1000	Rs. 1250	Rs. 1500
55 MT Low Bed Hydraulic Trailer	Rs. 750	Rs. 1250	Rs. 1500	Rs. 1800

7.2.6 Detention charges will be restricted to maximum for 30 days including detention at loading & unloading point.

8.0 POWER BLOCK / HEIGHT GAUGE CHARGES :-

No compensation/extra payment shall be paid on power block / height gauge charges at railway crossings. The quoted amount should be inclusive of all such expenditures.

9.0 PENALTY CHARGES

9.1 TRANSIT TIME AND PENALTY FOR DELAYED DELIVERY

BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be affected without any delay. Hence, penalties for delayed deliveries of consignments are levied as under. Penalty shall be levied after allowing the grace period.

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Date of dispatch of consignments from the loading point and the date of reporting of vehicle at the unloading point will be excluded from the transit time.

In case the due date of delivery falls on Sunday/Public holiday, next working day will be treated as due date of delivery.

9.2 Transit Time for Full Loads

LCV	:	330KMs per Day
Lorry / HCV	:	300KMs per Day
Taurus	:	300KMs per Day
40 Feet Trailer	:	200KMs per Day
70 Feet Trailer	:	120KMs per Day
Low Bed Trailer:		100KMs per Day

9.3 Transit Time for Part Loads / Smalls

0 to 500KMs	:	4 Days
501 to 1000KMs	:	8 Days
1001 to 1500KMs	:	12 Days
1501 to 2000Kms	:	15 Days
2001 to 2500KMs	:	18 Days
Above 2500 KMs	:	22 Days

9.4 Grace Period

8.4.1 Upto700Kms	:	1 Day
8.4.2 701 to 1500KMs	:	2 Days
8.4.3 Above 1500Kms	:	3 Days

8.4.4 For Hill Region Schedules, additional 3 days free time will be allowed for the transit time over and above the free time mentioned above.

9.5 Penalty for Full Loads: 1% of freight per Day subject to maximum of 50%.

9.6 Waiver of Penalty for delayed delivery

9.6.1 Wherever, there is a late delivery, penalty will be levied. However in case of exceptional situations where the BHEL Official not less than AGM of the user Dept (Shipping / Purchase), shall, based on the representation received from the transporter on ' case to case' basis, upon verifying the proof of major breakdown beyond the purview of the Transporter, waive off the penalty.

9.6.2 Force majeure condition like cyclone, washout of roads, bridges, civil commotion and other aspects of the clause for all categories. Mechanical failure of the vehicle is not considered as force majeure.

9.7 PENALTY FOR NON PLACEMENT OF VEHICLES

9.7.1 Vehicles as and when requested by BHEL or by BHEL's Supplier/Sub-Contractor/Customer/ Site Office, the vehicles will have to be placed by the Transporter within stipulated period in the form of letter/email or any other mode of communication.

9.7.2 For non-placement of vehicles within stipulated period the penalty will be imposed and deducted automatically from the bills of the Transporter who have not placed the vehicles and the details of penalty is furnished below:-

Category	Charges in Rs. Per Day	
	Notice Time (Hrs.)	Charges
15, 22, 23 & 27 MT Trailer	72	Rs. 1000
55 MT Low bed Trailer	96	Rs. 1500

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9.7.3 In such case of failure on the part of the Transporter, any extra expenditure/charges incurred by BHEL will be recovered from the Bills of each of the Transporter on whom the request for placement of vehicle was issued, as penalty.

9.7.4 In addition to the above, the consignments will be moved through other Carriers without notice or ultimatum and the difference in freight if any will be recovered from the bills of the carrier/carriers who failed to place the vehicle. Should such instance repeat frequently, it would be viewed seriously and suitable action will be initiated. BHEL reserves the right to block load in system pending non placement of vehicle demand in time.

10.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)

10.1 For All types of works excepting works covered under sl no 10.2

10.1.1

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.

10.1.2 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.

10.1.3 VAT (Sales Tax /WCT)

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.

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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

10.1.4 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.~~

10.1.5 New Taxes/Levies

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

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

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

11.0 SECURITY DEPOSIT & BANK GUARANTEE

11.1 Security Deposit: Please refer GCC.

11.2 Contract Value for Security Deposit (SD):

At the beginning of contract, the Security Deposit shall be calculated according to the awarded Contract Value. Subsequently amount of SD shall be regulated based on the Contract Value that is arrived at after taking care of time extensions, short closure etc.. Accordingly contractor shall pay additional amount of SD or BHEL will adjust/refund excess SD if any.

11.3. Guidelines for acceptance of Bank Guarantees are as follows:

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

State Bank of India

The Hongkong and Shanghai banking Corporation Ltd.

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ICICI Bank Ltd	ABN Amro Bank N.V
Bank of Baroda	IDBI Ltd
Canara Bank	Punjab National Bank
Citi bank N.A	Standard Chartered Bank
Corporation Bank	State Bank of Travancore
Detshe Bank	State Bank of Hyderabad
HDFC Bank Ltd	Syndicate Bank

- The Bank Guarantees of all Public sector banks shall be accepted (Other than consortium banks also).
- The Bank Guarantees of Co-operative banks shall not be accepted.
- Bank Guarantees of other banks (banks other than consortium bank, public sector bank, & Co-operative banks) can be accepted subject to an overall exposure limit (at BHEL, PSWR, Nagpur) of RS. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given at the time of submission of bank guarantees .

In case Bank Guarantees given by non consortium banks (Private sector or Public sector),the bank Guarantees shall be enforceable at Nagpur, Maharashtra.

12.PRICE VARIATION

The price shall remain firm for entire contract period.

13.0 PAYMENT TERMS:

BHEL will release the payment from consignee site within 45 days of safe delivery of consignment at destination on submission of following documents at destination site.

1. The invoice in duplicate based on the accepted/awarded rate
2. Copy of letter of award.
3. Copy of LR with consignee's acknowledgement and seal clearly indicating the date of delivery and name of the person who received the materials, the vehicle registration number and type of vehicle etc. in which the consignment is received duly affixing seal (rubber stamp) of consignee shall be submitted along with the bill . Number of packages / weight delivered with vehicle Nos. shall be indicated on the LR without exception.
4. Copy of Challan /packing slip issued by consignor, duly endorsed by consignee for receipt of all items in good condition at destination.
5. Separate invoice for amount over & above the awarded amount if any viz. detention charges, road tax etc. has to be submitted along with supporting document in original. In case of detention charges, copy of LR indicating in & out time & date of vehicle duly certified by BHEL official has to be submitted as original will be submitted in invoice for awarded amount.
6. BHEL is switching on to payment through Electronic Fund Transfer (EFT)/RGITS. In order to implement the new system , the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker:
 1. **Name of the Company**
 2. **Name of Bank**
 3. **Name of Bank Branch & Branch Code**
 4. **City**
 5. **Account Number**
 6. **Account Type**

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7. IFSC Code of the Bank Branch
8. MICR Code of the Bank Branch.

14.0 RATE SCHEDULE AND PRICING TERMS

14.1 Transporter shall quote for the transportation of crane and its sub assemblies as detailed in the Annexure-A LOADING PLAN.

14.2 Few consignments shall carry extra weight/ ODC in nature; hence lump sum rate should be quoted accordingly. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to given in packing slip and also for consignment, which are of ODC nature, by weight/ volume. In this regards BHEL decision shall be final & binding upon the transporter.

14.3 The quoted rates shall be inclusive of all contingency expenses at loading/unloading point and during the transit.

14.4 Price Bid Evaluation Criteria: - The bidder may please note that the award of work shall be evaluated on the basis of lowest rate quoted (for transportation as detailed in the Annexure- A) in price bid.

14.5 Validity of Offers: - Offer shall be valid for 180 days from the last date of submission of tender

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15.00 RESPONSIBILITY OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

The Contractor shall:

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

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

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

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

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

- i) Name of Contractor
- ii) Name of Contractor Site-in-charge & Telephone number
- iii) Job Description in short
- iv) Date of start of job
- v) Date of expected completion
- vi) Name of BHEL Site-in-charge.

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

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

15.2 Safety, Occupational Health and Environmental Management

15.2.1 Safety

15.2.1.1 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.

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.

15.2.2 The contractor shall provide to his work force and 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.

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- 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

15.2.3 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.

15.2.4 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.

15.2.5 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

15.2.6 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.

15.2.7 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.

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

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

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

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

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

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

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

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

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16.1.7 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.

16.1.8 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.

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

16.1.10 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

16.1.11 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.

16.1.12 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.

16.1.13 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.

16.1.14 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.

16.1.15 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.

16.1.16 **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.

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16.1.17 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.

16.2.0 OCCUPATIONAL HEALTH

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

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

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

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

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

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

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

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

16.2.8 Adequate arrangements shall be made to provide safe drinking water

16.2.9 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.

16.3.0 HYGIENE and HOUSEKEEPING

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

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

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

16.4.0 ENVIRONMENT MANAGEMENT

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

16.5.0 WASTE MANAGEMENT

16.5.1 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**.

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

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

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

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

16.5.6 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

16.6.0 SUPERVISION

16.6.1 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.

16.6.2 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.

16.6.3 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.

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

16.7.0 TRAINING & AWARENESS

16.7.1 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.

16.7.1 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.

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16.7.2 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

16.7.3 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.

16.7.4 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

16.8.0 REPORTING

16.8.1 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.

16.8.2 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.

16.8.3 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.

16.8.4 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.

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

16.8.6 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.

16.9.0 AUDIT REVIEW AND INSPECTION

16.9.1 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.

16.9.2 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

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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

S/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

16.10.0 NON COMPLIANCE:-

14.10.1NONCONFORMITY 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.

16.11.0 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

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16.12.0 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:

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

IS No	YEAR	Amdupto	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 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

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IS No	YEAR	Amdupto	DESCRIPTION
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
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

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IS No	YEAR	Amdupto	DESCRIPTION
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 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

17.0 LIQUIDATED DAMAGES: As per GCC

18.0 GENERAL

- In case any contradiction between “General Condition of Contract “& Special Condition of Contract” of this tender specification, the provision of “Special Condition of Contract” shall prevail.
- In case of contradiction between Quoted Unit Rate and total amount, the quoted unit rate shall be taken as correct and total amount recalculated for the for intended order quantity.
- In case of contradiction between Rate in Figure and Rates Words, the lesser of the two shall be considered as correct.
- In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

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ANNEXURE-A (LOADING PLAN)

STANDARD LOADING ADVISE SLIP FOR 350MT LIEBHERR-CRAWLER CRANE MODEL LR 1350/1											
Sl. No	Qty	Description	Dimensions in m/feet			Net-weight in kgs	Total Net-weight in kgs	Type of Trailer	Size of Sleeper (in ft&inches) (LxWxH)	No. of sleepers required	
			Length (Mt/Ft)	Width (Mt/Ft)	Height (Mt/Ft)						
1	1	crawler (shoe 1,2m) incl. 1x driving gear	9.7/31.82'	1.40/4.59'	1.53/5.01'	23,000	23,000	23 MT Flat Bed Trailer			
2	1	crawler (shoe 1,2m) incl. 1x driving gear	9.7/31.82'	1.40/4.59'	1.53/5.01'	23,000	23,000	23 MT Flat Bed Trailer			
3	1	superstructure incl. center section, SA-frame incl. winch I, II & IV, slewing gears, 4X support plates	11.9/39.04'	3/9.84'	3.2/10.49'	53,500	53,500	55 MT Suitable Hydraulic Trailer	10'x6"x6"	4	
4	2	center counterweight I	5.50/18.04'	1.50/4.92'	.07/0.229'	4,000	8,000	15 MT Flat Bed Trailer			
5	2	center counterweight II	2.4/7.87'	1.2/3.93'	0.9/2.95'	7,500	15,000	22 MT Flat Bed Trailer			
	1	counterweight slabs	2.2/7.21'	2.1/6.88'	0.4/1.312'	5,000	5,000				
6	2	center counterweight II	2.4/7.87'	1.2/3.93'	0.9/2.95'	7,500	15,000	22 MT Flat Bed Trailer			
	1	counterweight slabs	2.2/7.21'	2.1/6.88'	0.4/1.312'	5,000	5,000				
7	2	counterweight slabs	2.2/7.21'	2.1/6.88'	0.4/1.312'	5,000	10,000	22 MT Flat Bed Trailer			
	1	counterweight slabs	2.2/7.21'	2.1/6.88'	0.4/1.312'	5,000	5,000				
8	1	counterweight base frame	7.30/23.95'	2.2/7.21'	0.55/1.8'	15,000	15,000	22 MT Flat Bed Trailer			
	1	hook block 107t 3 sheaves	1.5/4.92'	0.83/2.72'	1.5/4.92'	3,350	3,350				
	1	hook block 47t 1 Sheave	1.30/4.26'	0.61/2.00'	0.130/2.62'	2,000	2,000				
9	2	counterweight slabs	2.2/7.21'	2.1/6.88'	0.7/2.29'	10,000	20,000	27 MT Standard Trailer			
	1	additional support	2.4/7.87'	0.8/2.62'	1.2/3.93'	1,000	1,000				
	1	hook block 215t 7 sheaves	1.70/5.57'	1.1/3.6'	1.5/4.92'	5,100	5,100				
10	2	counterweight slabs	2.2/7.21'	2.1/6.88'	0.7/2.29'	10,000	20,000	27 MT Standard Trailer			
	1	counterweight slabs	2.2/7.21'	2.1/6.88'	0.4/1.312'	5,000	5,000				
11	2	counterweight slabs	2.2/7.21'	2.1/6.88'	0.7/2.29'	10,000	20,000	22 MT Flat Bed Trailer			
	1	additional support	2.4/7.87'	0.8/2.62'	1.2/3.93'	1,000	1,000				
12	1	S-pivot section 10 m, 2x ladder	10.4/34.12'	3/9.84'	2.5/8.2'	7,700	7,700	15 MT Flat Bed Trailer	10'x6"x6"	2	
13	1	Interm. section 6 m (S.10/Li.10): case with pins, case with spare parts	6.6/21.65'	3/9.84'	2.4/7.87'	4,700	4,700	15 MT Flat Bed Trailer	10'x6"x6"	2	
14	1	Interm. section 12 m (S.20/Li.10): case with spare parts	13/42.65'	3/9.84'	2.4/7.87'	8,700	8,700	22 MT Flat Bed Trailer	10'x6"x6"	2	
15	1	Interm. section 12 m (S.20/Li.10 for f-jib) incl.2x interm . Section 6m (F.10)	12.6/41.33'	3/9.84'	2.4/7.87'	8,800	8,800	22 MT Flat Bed Trailer	10'x6"x6"	2	
16	1	F- Pivot section 6m	6.2/20.34'	1.2/3.93'	1/3.28'	700	700	22 MT Flat Bed Trailer	8.5'x6"x6"	2	
	1	F- Head section 6m	6.4/20.99'	1.2/3.93'	1/3.28'	1,300	1,300		8.5'x6"x6"	2	
17	1	FA-frame	6.2/20.34'	2.6/8.53'	0.9/2.95'	1,200	1,200	22 MT Flat Bed Trailer	8.5'x6"x6"	2	
	1	SL-reducing section	6.3/20.66'	3/9.84'	2.4/7.87'	1,900	1,900		10'x6"x6"	2	
18	1	L-head section 8m, 200to	8.6/28.21'	2.6/8.53'	2.6/8.53'	3,800	3,800	15 MT Flat Bed Trailer	8.5'x6"x6"	2	
	1	small parts	2/6.56'	1.6/5.24'	1.9/6.23'	3,130	3,190				
			TOTAL:					296,940			

Note: All boom and Jib section to be tightened with nylon belt of proper capacity.

SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA

II

SIMILAR JOB CARRIED IN PAST SEVEN YEAR / CONCURRENT COMMITMENTS

Sl.No.	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE	DESCRIPTION OF THE WORK	VALUE OF THE CONTRACT	COMMENCEMENT DATE	SCHEDULED COMPLETION	% COMPLETED AS ON DATE	ANTICIPATED COMPLETION DATE	REMARKS

SIGNATURE OF BIDDER WITH SEAL