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T E N D E R S P E C I F I C A T I O N

TENDER NO. BHEL/NR/SCT/BAWANA-PRAGATI/ RIGS HIRING/587

FOR

**Hiring of ROTARY HYDRAULIC RIGS (ON CRAWLER) for
deployment at 2X750 MW PRAGATI-III COMBINED CYCLE POWER
PROJECT AT BAWANA, DELHI.**

PART I – TECHNICAL BID



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



ISO 9001-2000, ISO
14001 and OHSAS 18001
certified company
SubContract and
Purchase Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120-2515476 / 2515464 / 2515479
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Email: sku@bhelpsnr.co.in / swapan@bhelpsnr.co.in

TENDER NO. BHEL/NR/SCT/BAWANA-PRAGATI/ RIGS HIRING/587

IMPORTANT NOTE

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Hiring of ROTARY HYDRAULIC RIGS (ON CRAWLER) for deployment at 2X750 MW PRAGATI-III COMBINED CYCLE POWER PROJECT AT BAWANA, DELHI

TENDER NO. BHEL/NR/SCT/BAWANA-PRAGATI/ RIGS HIRING/587

QUALIFYING REQUIREMENTS:

QUALIFYING REQUIREMENTS:

1.0. TECHNO-COMMERCIAL CRITERIA

- 1.1 BIDDER SHOULD BE IN THE BUSINESS OF ROTARY HYDRAULIC RIGS HIRING.
- 1.2 BIDDER TO FURNISH DETAILS OF THE ROTARY HYDRAULIC RIGS/S I.E. CORRECT SPECIFICATION, MAKE OF ROTARY HYDRAULIC RIGS PROPOSED TO BE DEPLOYED FOR THE TENDERED JOB.
- 1.3 BIDDER SHALL FURNISH DOCUMENTORY EVIDENCE IN SUPPORT OF THE OWNERSHIP OF THE ROTARY HYDRAULIC RIGS PROPOSED TO BE DEPLOYED.
- 1.4 BIDDER SHAL INDICATE THE SOURCE OF DEPLOYMENT OF THE ROTARY HYDRAULIC RIGS. IF THE ROTARY HYDRAULIC RIGS IS ENGAGED WITH ANOTHER CUSTOMER, DETAIL ADDRESS, TELE-PHONE NO.,CONTACT PERSON OF SUCH CUSTOMER MAY BE FURNISHED.
- 1.5 TECHNICAL EVALUATION OF EACH ROTARY HYDRAULIC RIGS SHALL BE DONE ON THE BASIS OF SCOPE OF WORK FOR RESPECTIVE ROTARY HYDRAULIC RIGS.
- 1.6 ROTARY HYDRAULIC RIGS SHOULD BE IN GOOD WORKING CONDITION.

2.0. FINANCIAL CRITERIA

Bidder should also have an average annual turnover of minimum of Rupees 110 Lacs based on the audited accounts of last three financial years (2004-05, 2005-06 & 2006-07) or (2005-06, 2006-07 & 2007-08). Bidders shall submit audited balance sheets and profit & loss account in support of this..

NOTES:

TENDER NO. BHEL/NR/SCT/BAWANA-PRAGATI/ RIGS HIRING/587

- (i) The Tender Documents comprise of following;
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.1000/- (Rupees One thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer
- (iii) Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 23.12.2008** on payment of Rs.1,000/- (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- (iii) Tenders must be submitted to the undersigned **latest by 23.12.2008** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 23.12.2008**.
- (iv) Earnest Money Deposit (EMD) : Refundable, Non-interest bearing **EMD of Rs 2,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/NOIDA . Those bidders who have already deposited ' One Time 'EMD' of Rs. 2,00,000/- with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- (v) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (viii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (ix) Purchase Preference will be given to CPSUs as per Govt. Guidelines.
- (x) **Unsolicited rebate / discount shall not be accepted after bid opening.**

DGM / SCP



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 23.12.2008
DATE OF OPENING : 23.12.2008

NIT NO. / NAME OF WORK
<p>TENDER NO. BHEL/NR/SCT/BAWANA-PRAGATI/ RIGS HIRING/587</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Hiring of ROTARY HYDRAULIC RIGS (ON CRAWLER) for deployment at 2X750 MW PRAGATI-III COMBINED CYCLE POWER PROJECT AT BAWANA, DELHI</p>

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details of NIT including Qualifying Requirements.

DGM/SCP

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A ,

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PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in two parts in separate sealed covers prominently superscribed as Part-I Technical bid and Part-II ,Price bid also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

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

PRICE BID (COVER-II)

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

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

PROJECT SYNOPSIS

1. Name of the Owner : **Pragati Power Corporation Limited (PPCL)**
2. Address : Pragati III CCPP
Bawana
Delhi
3. Installed capacity : New project
4. New Installation : 1500 MW (Nominal)
5. Nearest Railway station : Delhi
6. Nearest City : Delhi
7. Nearest Airport : Delhi
8. Maximum Temperature : 48 Deg C
9. Minimum temperature : Appx 2 Deg C

VOLUME-I

(Technical specifications & special condition of contract)

FOR

**Hiring of ROTARY HYDRAULIC RIGS (ON CRAWLER) for deployment at
2X750 MW PRAGATI-III COMBINED CYCLE POWER PROJECT AT
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(Technical specifications & special condition of contract)

1.0 SCOPE OF WORK:

BHEL has been awarded the work of setting up of 1500 MW Pragati III Combined Cycle power Project, Bawana Delhi on EPC basis. **This tender specification covers complete scope of providing, on hiring basis, Rotary Hydraulic rigs (with operator) for piling work at subject project. Minimum 3 numbers & maximum 5 numbers rigs are envisaged to be deployed.**

1.1 SPACIFICATION FOR ROTORY HYDRAULIC RIGS

- 1) ROTARY HYDRAULIC RIGS (ON CRAWLER) SUITABLE FOR INSTALLATION OF 600 MM DIA, BORED, CAST-IN-SITU RCC PILES UPTO 30M . ROTARY HYDRAULIC RIGS SHOULD BE CAPABLE OF GIVING OUTPUT OF AROUND 8 BORES PER DAY.
- 2) RIGS SHOULD BE PROVIDED WITH OPERATOR, MAINT. STAFF AND SHOULD BE IN GOOD WORKING CONDITION.

1.2 Hire charges should be for 24 hrs. daily (including one hour lunch & dinner each) operation with lubricants and all other consumable(like rotary auger, buckets etc). Spare parts to be replaced during operation of the rigs. Separate rate for mobilization and Demobilization to be quoted. **Fuel shall be provided by BHEL / BHEL’s Contractor.**

2.0 DEPLOYMENT DETAILS, CONTRACT PERIOD AND DAILY WORKING HOURS

SL. NO.	PROJECT	EQUIP	TENTATIVE DEPLOYMENT MONTH/YEAR	DURATION	EXTENSION PROVISION	REMARKS
1	Pragati-III, Bawana	Rotary Hydraulic rig	1st week of January, 2009	4 Months	3 Months	MINIMUM 3 & MAXIMUM 5 NOS RIGS ARE TO BE DEPLOYED

The Contract Duration Period for Piling rigs Deployment shall be as above, to be reckoned from the date of complete Commissioning after Receipt of the Rigs with all Accessories at Site in Good Order & Condition, as certified by **BHEL’s Site Engineer from respective site**. However in case of exigency Site requirement, the schedule is further extendable for Additional Months (As indicated above) or can be closed earlier depending upon actual Site requirement **with minimum One (1) Month’s notice period in advance for respective**

site. The monthly rate quoted in the prescribed rate schedule shall remain firm throughout this period including extended period (if any). However, if the performance of rigs is not satisfactory the contract shall be liable for termination without prior notice. The rig with Operator, Helpers and service / maintenance staff shall remain available for 24 Hours/day(any part of the day) inclusive of 1 hour leach unch & dinner break.

3.0 SCHEDULE OF RIGS MOBILIZATION & LOCATION

The requirement of the rigs is immediate. The tentative deployment schedule of the Rigs is as indicated in the Clause 2.0. Actual requirement shall be given by construction manager based on site conditions.

CONSIGNEE for the site is as follows-

**THE CONSTRUCTION MANAGER,
BHEL SITE OFFICE,
1500 MW Pragati-III CCPP, Bawana,
Delhi,**

4.0 RATE SCHEDULE

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

- 5.0 The Rigs Operation shall be executed under the usual conditions prevailing in major power plant construction and in conjunction with numerous other operations at Site. The contractor and his personnel shall co-operate with all BHEL personnel, BHEL's Customer, Customer's Consultants and all other Contractors, coordinating the Rigs movements with others and work in a manner that shall not delay or hinder the progress of work of the project.
- 6.0 Mobilization Charges for the Rigs shall be paid only after satisfactory commissioning and Load Test of the Rigs at Site, and certification from BHEL Site to this effect.
- 7.0 Demobilization charges shall be paid only on receipt of written confirmation from BHEL site that the Rigs has been dismantled and transferred from the site by the vendor.
- 8.0 Towards fulfillment of the relevant Safety norms, the Contractor is required to submit valid test certificate for the Rigs to be deployed at site.
- 9.0 Operation, Maintenance and All Consumables required for regular daily running of the Rigs as per the working hours mentioned are to be provided by the Contractor. The agency should provide adequate no. Operators, Helpers and Maintenance personnel to ensure Trouble-free

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uninterrupted Operation, Services and Maintenance of the Rigs at Site. In case the Contractor fails to provide the required Consumable etc. in time, BHEL reserves the right to supply the same and deduct the Cost from Contractor's Bill with 30% overhead.

- 10.0 Normally the Maintenance/Greasing activities in the Rigs shall be done by the Contractor during Recess Period so that no working day is lost for outage of the Rigs. However, any Breakdown/Repair of the Rigs shall be immediately attended by contractor at his own cost & risk. The contractor is to maintain stock of adequate Spares & Consumables with the required Tools & Tackles at Site for this purpose.
- 11.0 A Log book giving full operation/maintenance/downtime if any details shall be maintained by the Contractor at Site and regularly endorsed by the BHEL Site Engineer through his signature on daily basis or as per the site procedure.
- 12.0 In case of operator's absence the contractor shall arrange alternative immediately for continuation of Site work so as not to hamper the time scheduled erection program.
- 13.0 If the Rigs becomes idle due to failure attributable to it's own mechanism, the idle hours for making the Rigs ready will either be deducted from the monthly hire charges on pro-rata basis of the accepted monthly lump sum hiring rate divided by 26 days or shall be compensated by working the lost hours during extended time or Sundays/Holidays, at the discretion of **BHEL SITE ENGINEER OF RESPECTIVE SITE.**
- 14.0 Liquidated Damage provision shall remain applicable for delay in Rigs deployment to Site.
- 15.0 HOLIDAYS shall be as observed by BHEL at Site and Sundays shall be considered as holidays. However, in exigency, the Rigs may be required to be operated on such holidays.
- 16.0 In case there is a total failure of the Rigs, the contractor should replace the same and bring substitute Rigs within a deadline of 20 days from outage, which shall be treated as idle period and no hire charges payment shall be made for this period. In the case of Contractor's failure to do so, BHEL shall make alternative arrangements at the risk and cost of the contractor.
- 17.0 Necessary Insurance Coverage for the Rigs including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the Contractor are to be taken at his cost and copy of the same should be submitted to BHEL at Site before work commencement. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
- 18.0 The Contractor shall follow and comply with all Safety Rules of BHEL and their customer , relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any conflict between statutory requirement and Safety Rules of the Client referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
- 19.0 Any loss or damage to BHEL or Customer's property due to negligence of the crew employed by the contractor is attributable to the Contractor. BHEL shall not be responsible for any accident/injury to the Contractor's Crew/staff during operation or otherwise. Contractor has

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to assume full responsibility of the safety of their crew/staff and to comply with the security/safety regulations of BHEL and others at site.

- 20.0 BHEL shall provide space free of cost to the contractor at Site, where they are to maintain a shed/container for working facility of their personnel and keeping/storing of their required hand tools, spares, slings, consumables etc. as necessary.
- 21.0 Contractor has to make their own arrangement for Accommodation, Transport and other amenities like Medical etc. for their crew/staff at Site at their own cost.
- 22.0 All the statutory requirements as called for by the Labour Laws and other statutory authorities are to be met by contractor and proof of compliance should be made available to BHEL.
- 23.0 Contractor shall have to arrange entry gate passes for their crew/staff at the Construction Plant Site. Necessary support in regard to forwarding of documents shall be given by BHEL.
- 24.0 Electrical Power/Illumination for your Rigs Operation/Maintenance works at Site shall be provided by BHEL at free of cost basis. However, the Rigs should have it's own lights for movement/working in the working area at Site.
- 25.0 The Contractor shall comply with the Plant security regulations in force at Site in entry, exit, movement & working inside the plant premises. The Vendor shall also ensure that all persons engaged by him for the work behave properly with BHEL and their Client. In case of any reported misbehavior, Vendor shall immediately withdraw such employee/person from work.
- 26.0 **TERMS OF PAYMENT:** The Contractor shall submit the bill once in a month at the end of each month. 100% payment after necessary deductions shall be released from the respective BHEL **Site** on submission of the invoice (i.e. against the RA bill) complete in all respect accompanied by BHEL engineer's certificate with the following documents, subject to its completeness & correctness in all respect.
- a) **Invoice in triplicate based on the Monthly Hire Charge Rates as per Rate schedule duly certified by BHEL site Engineer.**
- b) Service Tax will be paid extra against proof of deposit of the same. Tax as per Income tax Act will be deducted forms the bills.
- c) Mobilization & Demobilization Charges, as applicable, with BHEL Site Engineer's certification.
- 31.0 It is the responsibility of the contractor to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax / VAT Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this contract.**

32.0 INSPECTION OF RIGS AND RIGHTS OF BHEL

While all Contractors are advised to furnish the correct specification of the Rigs to be provided in the Technical Bid, BHEL reserves the right to inspect the Rigs before opening of price bid and to reject the same in case it is not found in order up to the stated specification. In such case of rejection, Contractor has to immediately source alternate Rigs for inspection, and BHEL shall have the right to forfeit the EMD in case contractor fails to offer the Rigs for inspection & bid offered by vendor shall cancelled and not to be further considered.

33.0 ARBITRATION & JURISDICTION: As per GCC of PSNR

34.0 REJECTION OF TENDER

The acceptance of tender rests with BHEL which does not bind itself to accept the lowest tender or any tender and reserves the full rights of rejection without assigning any reasons whatsoever.

If the contractor fully performs and completes the work in all respects to the entire satisfaction, Security Deposit shall be released to the contractor after deducting all cost of expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with on completion/submission of release of payment against final bill by BHEL.

35.0 The rates quoted are inclusive of all taxes (except service tax) and duties viz Sales Tax, excise duty, octroi **Entry Tax** etc.

Service tax (including educational cess) shall be reimbursed extra as detailed in Part-I. As such the bidder's quoted rate shall be exclusive of service tax.

36.0 FORCE MAJEURE CONDITIONS: As per GCC OF BHEL PSNR

37.0 STATUTORY REQUIREMENTS

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

38.0 TECHNICAL BID & OWNERSHIP OF RIGS

The Contractor is to furnish all details regarding Correct Specification of Rigs and Age Proof, Ownership Details and Insurance Coverage taken for the Rigs, Experience of providing the Rigs earlier to various companies of repute (by furnishing the order copies of those jobs etc) and all other relevant information regarding the Rigs in the Technical Bid.

39.0 PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extended period, if any.

40.0 RATE SCHEDULE

40.1 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

40.2 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

41.0 INSTRUCTIONS TO TENDERER

- 41.1 Offers received without data / information required to be submitted under tender clauses-11.1 to 11.11 are liable to be rejected. All these data / information should be duly supported by documentary evidences (Refer note below clause-11)
- 41.2 No deviations to the tender conditions will normally be accepted.
- 41.3 The tenderer are advised to physically visit the site and fully acquaint themselves with site conditions, **safety norms being followed / to be followed during working**, transportation routes, various distances and the fact that other contractors would be working in this area their structures are to be protected. The material brought and stacked for construction should not make hindrance to other contractors. Necessary precaution and arrangements including sprinkling of water during work as acceptable to BHEL for safety & security for the above have to be made by the contractor. No claim whatsoever will be entertained by BHEL on any such account and the contractor's rates shall be deemed to have taken this into account.
- 41.4 The contractor in the event of this work awarded to him, shall establish a site office at site and keep posted an authorised responsible officer who should hold a valid power of attorney for the purpose of the contract. Any order or instruction of the Engineer or his duly authorised representative shall be communicated to the contractor's representative at site office and the same will be deemed to have been communicated to the contractor at his legal address.

42.0 LIQUIDATED DAMAGES (LD)

- 42.1 For delay in completion of work attributable to the contractor, the LD shall be applicable at the rate of ½% of the contract value per week of delay or part thereof limited to a ceiling of 10% of the contract value as mentioned under clause no.25.5 of the GCC of the tender.

43.0 SECURITY DEPOSIT

- 43.1 **NIL.** The Security Deposit clauses of the General Conditions of Contract (GCC) shall not be applicable for this tender.

44.0 OTHERS

- 44.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.
- 44.2 The tenderer shall specifically confirm that he has inspected the site of work and acquired full knowledge and information about the site conditions, wage structure, Industrial climate, total work involved and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws at the site have been clearly understood by him.
- 44.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation / Techno-commercial bids and acceptance of customer. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

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

Tenderers Name and Address

Place:

(Signature of the Tenderers with stamp)

Date:

ANNEXURE-II

**NON DISCLOSURE AGREEMENT
Memorandum of Understanding**

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

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

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

(
M/s. BHEL, PSNR)

(
M/s.....)

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

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

**Sub.: Hiring of ROTARY HYDRAULIC RIGS (ON CRAWLER) for deployment at 2X750
MW PRAGATI-III COMBINED CYCLE POWER PROJECT AT BAWANA, DELHI**

TENDER NO. BHEL/NR/SCT/BAWANA-PRAGATI/ RIGS HIRING/587

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website and in case of observance at any stage; it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and confirm our acceptance to reverse auctioning process and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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