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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/CRANE HIRE/PARICHA/611

FOR

**Hiring of 100MT Crawler Cranes for deployment at Parichha site
of Power Sector Northern Region.**

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren 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 – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2515476 / 2515464 / 2515479
Fax 091-0120-2515464 / 2515467
Email: sku@bhelnsnr.co.in / msd@bhelnsnr.co.in

TENDER NO. BHEL/NR/SCT/CRANE HIRE/PARICHA/611

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-----



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

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Hiring of 100MT Crawler Crane for deployment at Parichha site of Power Sector Northern Region.”

TENDER NO. BHEL/NR/SCT/CRANE HIRE/PARICHA/611

QUALIFYING REQUIREMENTS:

1.0. TECHNO-COMMERCIAL CRITERIA

- 1.1 BIDDER SHOULD BE IN THE BUSINESS OF CRANE HIRING FOR ATLEAST LAST THREE YEARS AND CREDENTIAL FOR THE SAME IS TO BE FURNISHED BY BIDDER.
- 1.2 BIDDER TO FURNISH DETAILS OF THE CRANE/S I.E. CORRECT SPECIFICATION, MAKE OF CRANE ALONG WITH THE LOAD CHART AND RANGE DIAGRAM, PROPOSED TO BE DEPLOYED FOR THE TENDERED JOB.
- 1.3 BIDDER SHALL FURNISH DOCUMENTORY EVIDENCE IN SUPPORT OF THE OWNERSHIP OF THE CRANE PROPOSED TO BE DEPLOYED.
- 1.4 BIDDER SHAL INDICATE THE SOURCE OF DEPLOYMENT OF THE CRANE. IF THE CRANE IS ENGAGED WITH ANOTHER CUSTOMER, DETAIL ADDRESS, TELE-PHONE NO.,CONTACT PERSON OF SUCH CUSTOMER MAY BE FURNISHED.
- 1.5 TECHNICAL EVALUATION OF 100MT CRANE SHALL BE DONE ON THE BASIS OF SCOPE OF WORK FOR THE CRANE.
- 1.6 CRANE SHOULD BE IN GOOD WORKING CONDITION.

2.0. FINANCIAL CRITERIA

- 2.1 Tenderers should also have an average annual turnover of minimum of **Rupees 100 lacs (Rupees One hundred lacs only)** based on the audited accounts of last three financial years (2005-06, 2006-07 & 2007-08). Bidders shall submit audited balance sheets and profit & loss account in support of this.

NOTES:

- (i) **The Tender Documents comprises of following;**
- (a) Special Conditions of Contract (SCC), Tender Notice, Project Synopsis,
 - (b) GCC
 - (c) Rate Schedule
- (ii) Tender Documents with complete details are hosted on BHEL's web page www.bhel.com. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit Rs.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 12.03.2009** 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.
- (iv) Tenders must be submitted to the undersigned (Room No. 104) at the address given above **latest by 12.03.2009** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 12.03.2009**. Tenders received after the due date & time shall be liable to be summarily rejected.
- (v) Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs 1,00,000/-** 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.
- (vi) Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- (vii) **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.**
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- (ix) BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/post.
- (x) BHEL reserves the right to go for a Reverse Auction instead of Opening the submitted sealed bid, which will be decided after technical evaluation. As such, the bidders should submit their best prices in the 'Sealed Price Bid'. However, bidders are required to confirm their acceptance of "General terms and conditions" governing RA specifically in their technical bid. The "General terms and conditions" governing RA are given in the SCC of the NIT. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose (RA).

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

1. Name and Designation of official
 2. Postal Address (Complete)
 3. Telephone Nos. (Land line & Mobile both)
 4. FAX No.
 5. E-mail address
 6. Name of Place/ State/ Country, wherefrom he will participate in the RA
- (xi) Unsolicited rebate/ discount shall not be accepted after bid opening.
- (xii) Purchase Preference will be given to CPSUs as per Govt. Guidelines.

DGM/SCP



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and OHSAS 18001 certified
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DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 12.03.2009
DATE OF OPENING : 12.03.2009

NIT NO. / NAME OF WORK
<p style="text-align: center;">TENDER NO. BHEL/NR/SCT/CRANE HIRE/PARICHA/611</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements for the “Hiring of 100MT Crawler Crane for deployment at Parichha site of Power Sector Northern Region.”</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.

DGM/SCP

Bharat Heavy Electricals Limited
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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: Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd
2. Installed capacity: 2 x 110 MW + 2 x 210 MW
3. Proposed Extention : 2 x 250 MW
4. Nearest Railway station : Jhansi -- 22 km
Paricha -- 6 km
5. Nearest City : Jhansi .22 km by road on NH 25(Jhansi - Kanpur
Highway)
6. Nearest Airport : Kanpur - 200 km
Gwalior - 100 km
7. Maximum Tempreture : 48 Deg C
Minimum tempreture : Appx 2 Deg C

VOLUME-II

(Technical specifications & special condition of contract)

FOR

**Hiring of 100MT Crawler Cranes for deployment at Parichha site
of Power Sector Northern Region.**



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(Technical specifications & special condition of contract)

1.0 SCOPE OF WORK:

1.1 100 MT. CRANE SHALL BE HIRED FOR PARICHHA PROJEC

1.1.1 SPACIFICATION FOR 100 MT CRANE: 100MT Crawler mounted lattice boom basic crane with standard solid counter weight and with independent jib operational drive.

- a) **100 MT cap. BELOW HOOK at 5 Mts Radius and at 16 Mts Boom.**
- b) **Max. Boom length---70 Mts**
- c) **Mini. fixed jib----9 Mts.**
- d) **Crane should be provided with--operator & maintenance staff AND SHOULD BE IN GOOD WORKING CONDITION**

1.3 Hire charges should be for 12 hrs. daily (including one hour lunch) operation with lubricants and all other consumable. Spare parts to be replaced during operation of the crane. 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	CRANE	TENTATIVE DEPLOYMENT MONTH/YEAR	DURATION	EXTENSION PROVISION	REMARKS
1	PARICHHA	100 MT. crane	March 2009	6 months	3 months	Price bid

The Contract Duration Period for Crane Deployment shall be as above, to be reckoned from the date of complete Commissioning and Load Test after Receipt of the Crane with all Accessories at Site in Good Order & Condition, as certified by BHEL’s Site Engineer of PARICHHA 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 Crane is not satisfactory the contract shall be liable for termination without prior notice. The Crane with Operator, Helpers and service / maintenance staff

shall remain available for minimum cumulative 12 Hours/day(any part of the day) inclusive of 1 hour lunch break.

3.0 SCHEDULE OF CRANE MOBILIZATION & LOCATION

The tentative deployment schedule of the crane is as indicated in the Clause 2.0. Actual requirement shall be given by construction manager based on site conditions. However the Crane with all Accessories, operator, helper etc. shall have to be transported & physically mobilized to BHEL *PARICHHA Site within a period of 15 DAYS from the date of notice by Construction Manager.*

CONSIGNEE for the respective site is as follows-

**THE CONSTRUCTION MANAGER,
BHEL SITE OFFICE,
PARICHA (EXT II) THERMAL POWER STATION (PTPS) OF UPRVUNL,
DIST JHANSI, UP**

4.0 RATE SCHEDULE

Separate Rates for i) Monthly Rental of the Crane inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, helper Maintenance staff etc. based on the working hours as above and ii) Mobilization and De-mobilization Charges together for the Crane to & from Site are to be quoted separately in the enclosed Price Schedule Format of this Tender. **For recording the hours of operation with engine on condition, vendor is required to maintain a separate registrar 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 Crane Operation shall be executed under the usual conditions prevailing in major power plant construction and in conjunction with numerous other operations at Site. The contractor and his personnel shall co-operate with all BHEL personnel, BHEL's Customer, Customer's Consultants and all other Contractors, coordinating the Crane movements with others and work in a manner that shall not delay or hinder the progress of work of the project.
- 6.0 The contractor shall execute the work in most substantial and workmanlike manner. The materials and equipment of BHEL by the Crane shall be handled with care and diligence, while same are handled by the Crane .
- 7.0 Mobilization Charges for the Crane shall be paid only after satisfactory commissioning and Load Test of the Crane at Site, and certification from BHEL Site to this effect.
- 8.0 Demobilization charges shall be paid only on receipt of written confirmation from BHEL site that the crane has been dismantled and transferred from the site by the vendor.
- 9.0 BHEL shall provide one number 75MT Crawler crane free of cost including fuel, operator for Unloading, Assembly, Disassembly and Loading of the hired crane. Contractor shall arrange additional cranes, if require, at his own cost. For rearrangement of boom and jib

as per job requirement during the hiring period, the requisite crane shall be provided by BHEL or BHEL's erection contractor free of cost including slings, operator and fuel.

- 10.0 Towards fulfillment of the relevant Safety norms, the Contractor is required to submit valid test certificate for the crane to be deployed at site. On deployment, Load test is to be conducted at site for which necessary load materials will be provided by BHEL free of cost. Local transportation of load materials shall be in the BHEL's erection subcontractor's scope.
- 11.0 Operation, Maintenance and All Consumables required for regular daily running of the Crane as per the working hours mentioned are to be provided by the Contractor. The agency should provide adequate no. Operators, Helpers and Maintenance personnel to ensure Trouble-free uninterrupted Operation, Services and Maintenance of the Crane at Site. In case the Contractor fails to provide the required Consumable etc. in time, BHEL reserves the right to supply the same and deduct the Cost from Contractor's Bill with 30% overhead.
- 12.0 Normally the Maintenance/Greasing activities in the Crane shall be done by the Contractor during Recess Period so that no working day is lost for outage of the Crane. However, any Breakdown/Repair of the Crane shall be immediately attended by contractor at his own cost & risk. The contractor is to maintain stock of adequate Spares & Consumables with the required Tools & Tackles at Site for this purpose.
- 13.0 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.
- 14.0 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.
- 15.0 If the crane becomes idle due to failure attributable to it's own mechanism, the idle hours for making the crane ready will either be deducted from the monthly hire charges on pro-rata basis of the accepted monthly lump sum hiring rate divided by 26 days divided by 12 hours or shall be compensated by working the lost hours during extended time or Sundays/Holidays, at the discretion of **BHEL SITE ENGINEER**.
- 16.0 Liquidated Damage provision shall remain applicable for delay in Crane deployment to Site.
- 17.0 HOLIDAYS shall be as observed by BHEL at Site and Sundays shall be considered as holidays. However, in exigency, the Crane may be required to be operated on such holidays.
- 18.0 Cumulative working hours per day for the Crane shall be for (12) **twelve Hours** inclusive of one hour lunch break daily, excluding Sundays and scheduled Holidays . For Crane working beyond working hours, or on Sunday /Holidays with prior permission of the concerned BHEL Site Engineer, the vendor shall be paid on pro- rata Hire Charge as per clause No. 19.
- 19.0 **HOURLY RATE FOR WORKING BEYOND CUMULATIVE WORKING HOURS AND WORKING ON SUNDAYS AND HOLIDAYS = 25% OF MONTHLY HIRING RATE (i.e.SL.NO. 1 OF RATE SCHEDULE) DIVIDED BY 26 AND FURTHER DIVIDED BY 12 IN ADDITION TO MONTHLY HIRE CHARGES.**

- 20.0 In case there is a total failure of the crane, the contractor should replace the same and bring substitute Crane within a deadline of 20 days from outage, which shall be treated as idle period and no hire charges payment shall be made for this period. In the case of Contractor's failure to do so, BHEL shall make alternative arrangements at the risk and cost of the contractor.
- 21.0 Necessary Insurance Coverage for the Crane including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the Contractor are to be taken at his cost and copy of the same should be submitted to BHEL at Site before work commencement. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
- 22.0 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.
- 23.0 Any loss or damage to BHEL or Customer's property due to negligence of the crew employed by the contractor is attributable to the Contractor. BHEL shall not be responsible for any accident/injury to the Contractor's Crew/staff during operation or otherwise. Contractor has to assume full responsibility of the safety of their crew/staff and to comply with the security/safety regulations of BHEL and others at site.
- 24.0 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.
- 25.0 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.
- 26.0 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.
- 27.0 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.
- 28.0 Electrical Power/Illumination for your Crane Operation/Maintenance works at Site shall be provided by BHEL at free of cost basis. However, the Crane should have it's own lights for movement/working in the working area at Site.
- 29.0 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.
- 30.0 **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 including Extended Hour Running Charges, if any as per log book entry on ENGINE ON condition running of the crane as per separate record to be maintained by the contractor (as detail in Clause 4.0) to 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 CRANE AND RIGHTS OF BHEL

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

33.0 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.

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 CRANE

The Contractor is to furnish all details regarding Correct Specification of Crane and Age Proof, Ownership Details and Insurance Coverage taken for the Crane, Experience of providing the Crane earlier to various companies of repute (by furnishing the order copies of those jobs etc) and all other relevant information regarding the Crane in the 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.
- 40.3 **THE TENDERER MAY QUOTE FOR 100MT CRAWLER CRANE FOR PARICHA SITE AS PER CLAUSE NO. 1.2.1 OF SPECIFICATION FOR 100 MT CRANE:**

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 Earnest Money Deposit

- 43.1 Earnest Money Deposit – **Rs. 1,00,000/-**.

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.**
- 44.4 **The contractor shall submit Security Deposit within 15 days from the date of issue of LOI as per clause no. 16.2 of the General Conditions of Contract (GCC). In case the contractor opts to furnish Bank Guarantee as a part of Security Deposit, the BG shall be issued as per the Performa enclosed as per Annexure-H of the GCC and also that the BG should be issued preferably through any of the Member Banks listed on Page No. 34(a) of the GCC;**

For BG through any other Nationalized Bank (Not covered in the list of Member Banks of GCC), the discretion of its acceptance shall lie solely with BHEL

**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:

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.....

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this NIT for the subject work, **tender shall be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and Conditions of the RA shall be as follows:**

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet
3. BHEL will inform to the vendor in writing, in case of reverse auction along with the details of Service Provider to enable them to contact & get trained.
4. 'Business rules' like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet), which will help to arrive at "Total Cost to BHEL".
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. During Reverse Auction, if no bid is received within the specified time, BHEL at its discretion, may decide to revise opening price/ scrap the reverse auction process/ proceed with conventional mode of tendering.
11. **Sealed bid Reverse Auction:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL. **The bidders shall confirm in writing to BHEL that their opening bid (In both cases) shall be same as that quoted in their final sealed price bids submitted to BHEL against this NIT along with Technical Bid (Part-I).**
12. BHEL reserves the right to cancel Reverse Auction (RA) without assigning any reasons and resort to considering the sealed bids submitted by vendor for processing and finalizing the tender.
13. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
14. 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.
15. Bids-given by the bidders during the Reverse Auction process will be taken as an offer to execute the work. Bids once made by the bidder, cannot be cancelled/withdrawn and bidders shall be bound to execute the work as mentioned above at the final bid price. Should be bidder (Lowest) back out and not execute the contract as per the rates quoted, BHEL shall take action as appropriate.

**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.: No Deviation Certificate for Hiring of 100MT Crawler Crane for deployment at Parichha site of Power Sector Northern Region.

TENDER NO. BHEL/NR/SCT/CRANE HIRE/PARICHA/611

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)

PRICE BID FOR 100 MT CRAWLER CRANE FOR PARICHA SITE

Sl. No	Description	PROJECT	Unit Rate In Figures & Words in Rupees	QTY.	Total price for crane in Rupees
(A)	(B)	(C)	(D)	(E)	F=DXE
1	Monthly Lumpsum Hire Charges for providing one 100 mt. crawler Crane inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, aintenance staff etc. as per Tender Specification & Terms & Conditions.	PARICHA PROJECT	RS. PER MONTH.	6 MONTHS	RS.
2	Mobilisation and Demobilisation charge for the crane		RS. (L.S.)	L.S.	RS.
3	Deleted				
4	GROSS TOTAL price FOR PARICHA PROJECT=1(F)+2(F)				RS.

NOTE:

1. The above rate quoted shall be firm for **all the model** of the cranes offered **against this tender. In case more no. of models for a project is quoted , the lowest rate amongst the technically accepted models shall be considered.**
2. Fifty percent of the above Lumpsum Rate quoted for Mobilisation & Demobilisation Charge against Sl.No.2 will be payable against Mobilisation as defined in tender and balance fifty percent is payable against Demobilisation as defined in the tender.
3. Hiring period will start from the date of commissioning and load testing of the crane at Site up to the period of last operation of the crane prior to releasing the crane for demobilizing.
4. The above quoted rates are not inclusive of service tax. Service tax (as applicable) shall be reimbursed by BHEL extra against submission of documentary evidences to the satisfaction of BHEL.

**DATE:
PLACE**

**SIGNATURE:
NAME OF SIGNATORY:
NAME OF BIDDER:**

(SEAL OF THE BIDDER)