

FOR OFFICIAL USE ONLY
NOT FOR PUBLICATION

TENDERER'S COPY
ORIGINAL COPY

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/CRANE HIRE/SHRINAGAR/686

FOR

**HIRING OF 50 MT CRANE FOR DEPLOYMENT AT SHRINAGAR SITE
OF BHEL-PSNR**

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
Fax 091-0120-2515464 / 2515467
Email: sshukla@bhelnsnr.co.in / msd@bhelnsnr.co.in

TENDER NO. BHEL/NR/SCT/CRANE HIRE/SHRINAGAR/686

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-----

INDEX

Sl. No.	CONTENTS	PAGE
1.	Tender Notice	04-05
2.	Tender Notice- Newspaper	06
3.	Procedure for submission of tender	07
4.	Project synopsis	08
5.	General Conditions of Contract (GCC)	Separate File
6	Technical specifications & special condition of contract	09-16
7.	Annexure-I-- Certificate Of Declaration For Confirming The Knowledge Of Site Conditions	17
8.	Annexure-II-- Non Disclosure Agreement	18
9.	Annexure-III-- Format For E-Payment Details	19
10.	Annexure-IV--- Format Of Undertaking	20
11.	Unpriced Rate Schedule for 50 MT Crane For Shrinagar Site	21



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
Fax 091-0120-2515464 / 2515467
Email: sshukla@bhelsnr.co.in / msd@bhelsnr.co.in

TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the works of “**Hiring of 50 MT Crane for deployment at Shrinagar site of BHEL-PSNR.**”

TENDER NO. BHEL/NR/SCT/CRANE HIRE/SHRINAGAR/686

QUALIFYING REQUIREMENTS:

1.0. TECHNO-COMMERCIAL CRITERIA

- 1.1 Bidder should be in the business of crane hiring for at least 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. Bidder shall furnish documentary evidence in support of the ownership of the crane.

NOTES:-

- i. Bidder shall 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.
- ii. Technical evaluation of the offered crane shall be done on the basis of scope /Specification of the crane given in the tender enquiry.
- iii. Crane should be in good working condition and the bidder shall submit fitness certificate of the offered crane.

2.0. FINANCIAL CRITERIA

- 2.1 Tenderer should also have an average annual turnover of minimum of Rs. 48 Lacs (Rupees Forty Eight Lacs only) during preceding three years (2006-07, 2007-08 & 2008-09). Tenderer shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.

GENERAL NOTES:

- (i) The Tender Documents comprise of following;
 - (a). General Conditions of Contract (b). Tender Notice, Project Synopsis, Special Conditions of Contract, etc. (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 20.03.2010** on payment of Rs.1,000/- (nonrefundable) 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 'OR' to Shri Kailash Arora, Sr. Asstt. 'OR' to Smt. Usha Kochhar, Sr. Astt. in Room No. 104, PSNR, NOIDA latest by **15:00 Hrs. on 20.03.2010**. Technical bids shall be opened at **15.30 Hrs. on 20.03.2010**. 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. 60,000/- 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.
- (xi) Unsolicited rebate/discount shall not be accepted after bid opening.

DGM/SCP



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
Fax 091-0120-2515464 / 2515467
Email: sshukla@bhelsnr.co.in / msd@bhelsnr.co.in

DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 20.03.2010

DATE OF SUBMISSION : 20.03.2010

NIT NO. / NAME OF WORK
TENDER NO. BHEL/NR/SCT/CRANE HIRE/SHRINAGAR/686
Sealed tenders are invited from the contractors fulfilling qualifying requirements for Hiring of 50 MT Crane for deployment at Shrinagar site of BHEL-PSNR.

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details.
3. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper

DGM / SCP

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

PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently 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

SHRINAGAR HEP SITE:

M/s. Alakananda Hydro Power Co. Limited (AHPCL) having its corporate office at Paigah house, 156-159 Sardar Patel Road, Secunderabad, Andhra Pradesh, has awarded a contract to BHEL for supply, transportation, storage and material handling at site, erection and commissioning of 4 x 82.5 MW Francis turbines, generators alongwith auxiliaries on a lump sum basis for Shrinagar HEP

Shrinagar Hydro Electric Power Project is a surface power house on river Alakananda and is situated in Gorshalli village about 10 kms near Shrinagar town in Uttarakhand and is located about 150 kms from Dehradun.

(TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT)

1.0 SCOPE OF WORK:

1.1 50 MT. CRANE SHALL BE HIRED FOR ALAKNANDA HYDRO PROJECT SHRINAGAR UTTRAKHAND.

1.1.1 Specification For 50 MT Crane:

- a) All terrain Hydraulic mobile crane
- b) 50 MT cap. at 3 mtrs. radius with approx. 9/10 Mts. basic boom.
- c) Extendable hydraulic telescopic boom about 25 Mts. minimum.
- d) Outrigger Jacks- 4 nos.
- d) Crane should be provided with--operator & maintenance staff And Should Be In Good Working Condition

1.2 Hire charges should be for 9 hrs. daily (including one hour lunch) operation with lubricants and all other consumable. Spare parts to be replaced during operation of the crane. **Fuel shall be provided by BHEL or through their subcontractors available at site.**

2.0 DEPLOYMENT DETAILS, CONTRACT PERIOD AND DAILY WORKING HOURS

SL. NO.	PROJECT	CRANE	TENTATIVE DEPLOYMENT MONTH/YEAR	DURATION	EXTENSION PROVISION	REMARKS
1	SHRINAGAR	50 MT. Mobile crane	MARCH,2010	6 months	4 months	

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 SHRINAGAR 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**. The monthly rate quoted in the prescribed rate schedule shall remain firm throughout this period including extended period indicated above. 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 9 Hours/day(any part of the day) inclusive of 1 hour lunch break. The actual deployment date to be coordinated by the contractor with Construction Manager, BHEL Site Office, SHRINAGAR (Uttarakhand).

In case of any further extension (beyond 10 months), the rate shall be mutually discussed & finalized.

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 **SHRINAGAR 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,
Alaknanda Hydro Power Project
SHRINAGAR
Uttarakhand**

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.

4.1 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.

4.2 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.

4.3 **THE TENDERER MAY QUOTE FOR 50 MT MOBILE CRANE FOR SHRINAGAR SITE AS PER CLAUSE NO. 1.1.1 OF Specification for 50 MT CRANE.**

5.0 TAXES & DUTIES:

5.1 TDS under Income Tax, Sales Tax, VAT and surcharge etc, if any, shall be deducted at prevailing rates on gross invoice value from the bills unless Exemption Certificate from appropriate Authority / Authorities is furnished.

- 5.2 Price quoted shall be inclusive of all taxes except service tax.** The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Bidder shall submit proper cenvatable invoice as per the Service Tax Rules.
- 6.0 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.
- 7.0 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 .
- 8.0 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.
- 9.0 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.
- 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 number of Operators, Helpers and Maintenance personnel to ensure Trouble-free uninterrupted Operation, Services and Maintenance of the Crane at Site. In case the Contractor fails to provide the required Consumable etc. in time, BHEL reserves the right to supply the same and deduct the Cost from Contractor's Bill with 30% overhead.
- 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 as per erection program.
- 15.0 If the crane becomes idle due to failure attributable to its own mechanism due to whatsoever reason, 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 9 hours or shall be compensated by working the lost hours during extended time on Sundays/Holidays, at the discretion of **BHEL SITE ENGINEER**.
- 16.0 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.
- 17.0 Cumulative working hours per day for the Crane shall be for **(9) NINE 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. 16.
- 18.0 **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 9 IN ADDITION TO MONTHLY HIRE CHARGES.**
- 19.0 In case there is a total failure of the crane due to any reason whatsoever, the contractor should replace the same and bring substitute Crane within a deadline of 15 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.
- 20.0 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/its employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.
- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 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.
- 25.0 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.
- 26.0 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.
- 27.0 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.
- 28.0 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.
- 29.0 **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 **tax invoice** complete in all respect accompanied by BHEL engineer's certificate with the following documents, subject to its completeness & correctness in all respect.
- a) **Invoice in triplicate based on the Monthly Hire Charge Rates as per Rate schedule to duly certified by BHEL site Engineer (as detail in Clause 4.0).**
- b) The service tax, as legally leviable & payable by the contractor under the provisions of applicable law/ act, shall be paid by BHEL as per contractor's bill. However, contractor shall have to submit proof of service tax deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The contractor shall furnish proof of Service Tax registration with Central Excise Division covering the services covered under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by contractor on BHEL for this project. The contractor shall obtain prior approval of BHEL before billing the service tax amount
- c) Mobilization & Demobilization Charges, as applicable, with BHEL Site Engineer's certification.

30.0 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 including arrangement of road permit, if any.

31.0 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.

32.0 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.

33.0 STATUTORY REQUIREMENTS

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

34.0 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.

35.0 PRICE VARIATION

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

36.0 INSTRUCTIONS TO TENDERER

36.1 No deviations to the tender conditions will normally be accepted.

36.2 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.

36.3 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.

37.0 LIQUIDATED DAMAGES (LD): Liquidated Damage provision shall remain applicable for delay in Crane deployment to Site and shall be applicable as per clause no.25.5 of the GCC

38.0 SECURITY DEPOSIT (SD): Applicable as per clause no. 16 of GCC.

39.0 OTHERS

39.1 In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.

39.2 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.

39.3 The Price Bids of only those bidders will be opened who will be qualified for the subject job and acceptance of customer. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

40.0 GENERAL

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

40.2 THE CONTRACTOR SHALL COMPLY WITH FOLLOWING TOWARDS SOCIAL ACCOUNTABILITY;

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

ANNEXURE-I

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 Tenderer's with stamp)

Date:

ANNEXURE-II

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

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

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

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

(
M/s. BHEL, PSNR)

(
M/s.....)

ANNEXURE-III

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

(To be given in Company letterhead)

Beneficiary Name :
Bank Name & Branch :
M ICR Code (9 Digit) :
IFSC CODE :
(VALID FOR NEFT)
Beneficiary Account No. :
Beneficiary E-mail ID :
(for payment confirmation)

ANNEXURE - IV

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

REF:

Dt.

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

Sub.: Tender for “Hiring of 50 MT Crane for deployment at Shrinagar site of BHEL-PSNR”

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited Shrinagar 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 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)

UNPRICED RATE SCHEDULE

JOB: Hiring of 50 MT Crane for deployment at Shrinagar site of BHEL-PSNR

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 50 MT Crane inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, maintenance staff etc. as per Tender Specification & Terms & Conditions.	SHRINAGAR PROJECT	RS. PER MONTH.	6 MONTHS	RS.
2	Mobilisation and Demobilisation charge for the crane		RS. (L.S.)	L.S.	RS.
3	GROSS TOTAL PRICE FOR SHRINAGAR 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 are 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 Demobilization as defined in the tender.
3. Hiring period will start from the date of commissioning and load testing of the crane at Site up to the period of last operation of the crane prior to releasing the crane for demobilizing.
4. The above quoted rates are inclusive of all taxes except 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)