



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

TCN - 03

Ref: PSER:SCT:KBM-F965:TCN-03

Date: 17-01-2009

Sub	Tender change notice (TCN) 03.	
Job	Hiring of 1 no mid range heavy lift crane, 1 no general purpose crane, 2 no 75MT crawler crane for 2x500 MW Marhwa TPP, Chattisgarh and 1 no mid range heavy lift crane, 1 no general purpose crane, 1 no 75MT crawler crane for 1x500 MW Korba (W) TPS, Chattisgarh.	
Ref	1.0	Tender document no PSER:SCT:KBM-F965:08.
	2.0	BHEL's NIT, vide reference no PSER:SCT:KBM-F965:1582, dated 20-12-08.
	3.0	BHEL's TCN-01, vide reference no PSER:SCT:KBM-F965:TCN-01, dated 23-12-08.
	4.0	BHEL's TCN-02, vide reference no PSER:SCT:KBM-F965:TCN-02, dated 09-01-09.
	5.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, following points/ document, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Extension of due date of submission from 19-01-09 to **21-01-2009 (15-00 hrs)**.
- 2.0 Modification to tender as per enclosed Annexure-A.
- 3.0 Revised Volume-ID&II (Rev-1), superseding earlier version.
- 4.0 Revised 'No deviation certificate' format as per enclosed Annexure-2. Bidder to submit 'No deviation certificate' as per revised format.
- 5.0 All other terms & conditions shall remain unchanged.

Based on above, bidder shall submit offer by extended due date.

Thanking you,

Yours faithfully,
for BHARAT HYEAVY ELECTRICALS LTD

DGM (SCT)

Encl
As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA – 700 091

फैक्स/Fax : (033) 23211960

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TENDER NO	PSER:SCT:KBM-F965:08	
VOLUME	ID/ II	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION REV-1

JOB	HIRING OF 1 NO MID RANGE HEAVY LIFT CRANE, 1 NO GENERAL PURPOSE CRANE, 2 NO 75MT CRAWLER CRANE FOR MARHWA TPP, CHATTISGARH AND 1 NO MID RANGE HEAVY LIFT CRANE, 1 NO GENERAL PURPOSE CRANE, 1 NO 75MT CRAWLER CRANE FOR 1x500 MW KORBA (W) TPS, CHATTISGARH.
CAPACITY	2x500 MW UNIT
PROJECT	MARHWA THERMAL POWER PLANT, CHHATTISGARH
CAPACITY	1x500 MW UNIT
PROJECT	KORBA (WEST) THERMAL POWER STATION, CHHATTISGARH

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt Of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091

JOB Hiring of 1 no mid range heavy lift crane, 1 no general purpose crane, 2 no 75MT crawler crane for 2x500 MW Marhwa TPP, Chattisgarh and 1 no mid range heavy lift crane, 1 no general purpose crane, 1 no 75MT crawler crane for 1x500 MW Korba (W) TPS, Chattisgarh.
TENDER NO - PSER:SCT:KBM-F965:08.

SL NO	AMENDMENT/ MODIFICATION	
1.0	Volume-ID&II	
1.1	1.1	It is clarified that crane with superlift is acceptable to BHEL.
1.2	2.1 & 2.2	It is clarified that tentative deployment schedule as specified in tender shall prevail. However, depending on projects' requirement, the schedule may vary by 2 months.
1.3	5.23	It is clarified that modality of engagement of sub-contractor by contractor, if any, and role/ scope of subcontractor shall be governed by relevant clause of tender.
1.4	5.28	It is clarified that movement of heavy consignment (cabin & car body) shall be tracked by GPS as per tender.
2.0	General	
2.1	Tender no shall be PSER:SCT:KBM-F965:08. Please ignore other no, if inadvertently specified otherwise anywhere in the tender including NIT.	
2.2	Area for assembly of contractor's crane shall be provided by BHEL depending on availability and schedule of crane deployment so as to optimize the utilization of resources.	
2.3	Use of BHEL's T&P for assembly/ dismantling etc of contractor's crane(s) shall be guided by provision of tender.	
2.4	Contractor may collect details of payment/ recoveries against each RA bill from concerned BHEL site.	
2.5	Reverse Auctioning will not be resorted to and price bid will be opened for the subject job.	
2.6	Bidder shall submit offer strictly in line with technical specification and tender terms along with amendment/ clarifications issued subsequently.	
2.7	All other terms & conditions shall remain unchanged.	

TENDER NO – PSER:SCT:KBM-F965:08		
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These special conditions shall be construed as part of tender document and shall be read along with general conditions of contract (GCC) and other volumes of tender. In case of any conflict or inconsistency between GCC, other volumes and these special conditions contract (SCC), the same shall be brought out by the bidder in writing to BHEL for clarification, failing which most stringent interpretation/ clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO	DESCRIPTION			
1.0	SCOPE OF WORK			
1.1	Providing 1 no mid range heavy lift crawler crane each for Marhwa TPP & Korba (W) TPS having lattice boom & luffing jib, with lifting capacity below hook 48-50MT at 14m radius (min) with 70m (min) main boom and luffing jib combination (70m = main boom + luffing jib). Total main boom requirement is 60m (min) and total luffing jib requirement is 52m (min). Main boom + luffing jib = 112m. Hook for working with main boom only shall also be made available apart from the hook for working with the main boom and luffing jib combination. The crane shall be made available along with operator, helper, service & maintenance staff, fuel & all other consumables for minimum 14 hrs daily duty at site, on fixed monthly hire basis, with separate mobilization, demobilization and hourly operation/ fuel charges, for erection of 500MW boiler, auxiliaries, ESP etc as per the requirement at site from time to time. The crane should be in good working condition. Bidder may please note crane with only solid cast steel counter weight is acceptable. The capacity shall be on main lattice boom & luffing jib as specified above. End to end crawler width for the cranes shall be around 8.0m. Deployment details of the crane are indicated in relevant clause of this tender.			
1.2	Providing 1 no general purpose crawler crane each for Marhwa TPP & Korba (W) TPS having lattice boom with lifting capacity below hook 20MT at 12m radius (min) with a clear boom point height of 58m from ground level. Total main boom requirement is 67m (min) with 13-20m fixed fly jib, along with operator, helper, service & maintenance staff, fuel & all other consumables for minimum 14 hrs daily duty at site, on fixed monthly hire basis, with separate mobilization, demobilization and hourly operation/ fuel charges, for erection of 500MW boiler, auxiliaries, ESP etc as per the requirement at site from time to time. The crane should be in good working condition. Bidder may please note crane with only solid cast steel counter weight is acceptable. The capacity shall be on main lattice boom only. End to end crawler width for the cranes shall be around 7.5m. Deployment details of crane are indicated in relevant clause of this tender.			
1.3	Providing 2 nos 75/ 80MT crawler crane for Marhwa TPP and 1 no 75/ 80MT crawler crane for Korba (W) TPS, having lattice boom with lifting capacity of 75MT with the basic boom, for total main boom requirement is 150ft, along with operator, helper, service & maintenance staff, fuel & all other consumables for minimum 14 hrs daily duty at site, on fixed monthly hire basis, with separate mobilization, demobilization and hourly operation/ fuel charges, for erection of 500MW boiler, auxiliaries, ESP etc as per the requirement at site from time to time. The crane should be in good working condition. Bidder may please note crane with only solid cast steel counter weight is acceptable. The capacity shall be on main lattice boom only. End to end crawler width for the cranes shall be around 7.0m. Deployment details of cranes are indicated in relevant clause of this tender.			
2.0	DEPLOYMENT DETAILS, CONTRACT PERIOD AND DAILY WORKING HOURS			
2.1	FOR MARHWA TPP			
	Crane capacity	Tentative deployment month/ year	Duration	Extension provision
2.1.1	Mid range heavy lift	March 2009	33 months	6 months
2.1.2	General purpose	March 2009	36 months	6 months
2.1.3	75MT crawler	February 2009	39 months	6 months
2.1.4	75MT crawler	March 2009	34 months	6 months

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2.2	FOR KORBA (W) TPS			
	Crane capacity	Tentative deployment month/ year	Duration	Extension provision
2.2.1	Mid range heavy lift	March 2009	28 months	6 months
2.2.2	General purpose	March 2009	31 months	6 months
2.2.3	75/80MT crawler	February 2009	34 months	6 months
2.3	<p>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 from Marhwa TPP & Korba (W) TPS. However in case of exigency site requirement, the schedule is further extendable for additional months (As indicated above) depending upon actual site requirement with minimum 1 months (30 days) month's notice period in advance from Marhwa TPP & Korba (W) TPS. 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 14 hours/ day (any part of the day) inclusive of 1 hour lunch break.</p>			
3.0	SCHEDULE OF CRANE MOBILIZATION & LOCATION			
3.1	The tentative deployment schedule of the crane is as indicated in the relevant clause of the tender. The cranes with all accessories, fuel, operator, helper etc under shall have to be transported & physically mobilized to BHEL at Marhwa TPP & Korba (W) TPS site within a period of 45 (forty five) days from the date of notice by Construction Manager, BHEL sites.			
3.2	<p>Consignee for Korba (W) TPS is as under</p> <p>Construction Manager, BHEL site office, Korba (W) TPS, Korba, Chhattisgarh - 495450.</p>			
3.3	<p>Consignee for Marhwa TPP is as under</p> <p>Construction Manager, BHEL site office, Marhwa TPP, Vill - Marhwa-Tendubhata, Dist - Jangir-Champa, Chhattisgarh – 495 671</p>			
4.0	CONTRACT PRICE			
4.1	Bidder shall submit separate crane-wise rates strictly as per the format of Price Schedule, Volume-IIIA (latest revision) of the tender in separate sealed envelope, superscribing the envelope with details of crane.			
4.2	Service Tax (including Educational Cess) paid, if any, against the billed amount shall be paid by BHEL as per prevailing rates. Vide Section 194-C of Income Tax Act, deduction of tax at source is required to be made from payments of contractor. Self declaration or Chartered Accounts certificate along with Service Tax bill/ invoice , containing Service Tax Registration No to be furnished. In addition to that, ST-3 Form on half-yearly basis is required to be submitted to the concerned RAO, BHEL site along with reconciliation of Service Tax for that particular site against collection received from that site.			
4.3	Bidder may quote against single crane or multiple cranes requirements, out of total schedules, in the respective schedule of Volume-IIIA.			
4.4	Bidder should offer separate crane against each requirement as indicated in above clause. In case the bidder quotes multiple models of crane against a particular requirement, the lowest rate among the technically accepted models shall be			

	considered for comparison and awarding.
4.5	Bidders have the option to quote for all the cranes or part thereof against the subject tender.
4.6	Bhel reserve the right to resort to reverse auctioning/ open price bid of any schedule of Volume-IIIA to finalise ordering of respective crane depending on projects' requirement. Decision of BHEL in this regard is final & binding on bidder.
5.0	SPECIFIC TERMS
5.1	For recording the hours of operation with engine on condition, contractor is required to maintain a separate registrar at site, which shall be certified by site engineer before release of payment for monthly fuel charges. The quoted rates shall remain firm throughout the entire contract tenure including extension if any. The rates quoted shall be inclusive of all taxes & duties, excluding Service Tax and Educational Cess, which shall be paid, as applicable, separately against invoice.
5.2	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.
5.3	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.
5.4	Mobilization charges for crane shall be paid only after satisfactory commissioning and load test of the crane at site, and certification from BHEL site to this effect.
5.5	Demobilization charges shall be paid only on receipt of written confirmation from BHEL site that the crane has been dismantled and transferred from site by contractor.
5.6	For unloading, assembly, disassembly of the crane, contractor shall arrange the requisite crane at contractor's cost. However one 75MT Crawler crane (minimum capacity) shall be provided by BHEL, free of cost including slings, fuel, operator free of cost for unloading, assembly, disassembly of the cranes other than 75MT crane. 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, fuel.
5.7	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.
5.8	Operation, maintenance, fuel (engine on condition) 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 fuels, consumable etc in time, BHEL reserves the right to supply the same and deduct the cost from contractor's bill with 30% overhead.
5.9	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.
5.10	A log book giving full operation/ maintenance/downtime if any details shall be maintained by the contractor at site and regularly endorsed by BHEL site engineer through his signature on daily basis or as per the site procedure.
5.11	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.
5.12	If the crane becomes idle due to failure attributable to its 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 14 hours or shall be compensated by working the lost hours during extended time or Sundays/ holidays, at the discretion of BHEL site engineer of Marhwa TPP & Korba (W) TPS.
5.13	Liquidated damage provision shall remain applicable for delay in crane deployment to site.
5.14	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 Sundays and such holidays.
5.15	Cumulative working hours per day for the crane shall be for (14) fourteen hours inclusive of one hour lunch break daily, excluding Sundays & scheduled holidays. For crane working beyond working hours, or on Sunday/ holidays with prior permission of concerned BHEL site engineer, the contractor shall be paid on pro-rata hire charge as stated below, based on certification of the BHEL site engineer. The hourly rate for extended hour working and working on Sundays and holidays is to be evaluated on the basis of 25% of scheduled monthly rate divided by 26 days of a month and further divided by 14 hours per day, payable with the monthly RA bill.
5.16	Hourly rate for working beyond cumulative working hours and working on Sundays and holidays = 25 % of (monthly hiring rate divided by 26 and further divided by 14). Fuel charges for hourly running of the crane with engine on condition shall be paid separately as per relevant.
5.17	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 & cost of the contractor.
5.18	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.
5.19	The contractor shall follow & comply with all Safety Rules of BHEL and their customer, relevant provisions of applicable laws pertaining to 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.
5.20	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.
5.21	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. General watch & ward/ security services may be provided by BHEL.
5.22	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.
5.23	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.
5.24	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.
5.25	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.
5.26	The contractor shall comply with the plant security regulations in force at site in entry, exit, movement & working inside the plant premises. The contractor 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, contractor shall immediately withdraw such employee/ person from work.
5.27	Bidders may note that deployment of crane to any site against the present tender can not be co-related/ linked with any previous or ongoing disputes aroused under any other contract with BHEL/ BHEL's customer and any such linkage on the part of bidder shall be treated as breach of contract.
5.28	Bidder may please note during mobilisation of crane for movement of heavy consignments weighing more than 50MT, advance road survey and logistic planning shall be done by bidder or bidder's transporter. The vehicle carrying heavy consignment shall be provided with GPS to track down movement of the vehicle.
6.0	TERMS OF PAYMENT
6.1	Invoice in triplicate based on monthly hire charge rates as per Price Schedule including extended hour running charges, if any, as per log book entry and hourly fuel charges on `engine on' condition running of the crane as per separate record, to maintained by the contractor (as stated in relevant clause), shall be submitted to certified by BHEL site engineer. Payment shall be made by BHEL site office within 30 days of receipt of invoice subject to its completeness in all respects as per BHEL's procedure. All admissible recovered/ adjustments etc shall be made from the interim payable amount. BHEL may release payment through electronic mode, for which bidder shall comply with necessary requirement prior to payment.
6.1	The contractor shall submit the RA bill once in a month at the end of each month. 100 % payment shall be released from the respective BHEL site on submission of the invoice (ie 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.
6.3	Fifty percent of the lump sum rate for mobilization & demobilization charge will be payable against mobilization and balance fifty percent is payable against demobilization. Mobilization & demobilization charges, as applicable, with BHEL site engineer's certification.
6.4	Out of above mentioned gross bill value, 1.5 % of gross bill amount shall be paid in the following manner on certification by BHEL engineer after compliance of each of following activity in each month. In case of non-fulfillment of respective activity by contractor in each month, no payment shall be made by BHEL against corresponding activity and no claim of bidder at a later date, whatsoever, in this regard shall be entertained by BHEL.
6.4.1	0.7 % shall be paid on compliance of house keeping of contractor's working area and store/ office areas.
6.4.2	0.3 % shall be paid on compliance of general illumination of contractor's working area and stores, office area.
6.4.3	0.2 % shall be paid on compliance of applicable OHSAS requirement as per guidelines of BHEL/ PSER and as specified in the tender.
6.4.4	0.3 % shall be paid on compliance of applicable Safety requirement as per guidelines of BHEL/ PSER and as specified in the tender.
6.5	BHEL may release payment through electronic mode, for which bidder shall comply with necessary requirement prior to payment as per prescribed format.
7.0	LIQUIDATED DAMAGES

	Since time is the main essence of the contract, the deployment of crane is to be made within the time limit prescribed in relevant clause of the tender. In case contractor deploys the crane beyond the period specified in the contract, BHEL will have no obligation to accept the crane and reserves the right to levy liquidated damages at the rate of 0.5% (half percent) of the awarded contract value delayed for each week of delay or part thereof without prejudice to any other relief or compensation due to BHEL under any other conditions of the order subject to a maximum limit of 5% of total contract value. In case of delay in receipt of crane materials at the delivery point, for reasons not attributable to BHEL, the 'Liquidated Damages' clause shall be strictly enforced, unless extension of delivery date is granted through an amendment to the work order.
8.0	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 reserve the right to inspect the crane before placement of LOI 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 contractor shall be cancelled and not to be further considered.
9.0	REJECTION OF TENDER
9.1	The acceptance of tender rests with BHEL which does not bind itself to accept the lowest tender or any tender and reserves full rights of rejection without assigning any reasons whatsoever.
9.2	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.
10.0	INDEMNIFICATION TO BHEL
	The contractor shall indemnify BHEL against all losses, claims etc. arising out of any of his acts or out of acts of his agents in course of execution of this contract.
11.0	VALIDITY OF OFFER
	Validity of the offer shall be 180 days from the latest due date of submission of offer. Intending bidders are advised to visit the site to assess job content, site condition etc before quoting against the enquiry.
12.0	STATUTORY REQUIREMENTS
	The contractor shall ensure that all statutory requirements pertaining to contract execution, eg Inland Labour Laws etc are complied with at site.
13.0	TECHNICAL BID & OWNERSHIP OF CRANE
13.1	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 techno-commercial bid.
13.2	Bidders may also note that they should put utmost effort to provide the models of crane offered along with their techno-commercial bid and accepted by BHEL. However, in case of exigency, if it is not possible by the bidder to deploy any of the already accepted models of crane, bidder may deploy any other model of crane only on receipt of approval from BHEL confirming technical suitability as per tender.
14.0	ADDITIONAL SECURITY DEPOSIT
	Bidders, who are not owning the crane and proposes to procure or hire the same on receipt of LOI, shall furnish additional security deposit in the form of BG (apart from above) for an amount equal to 10% of order value within 15 days from the date of receipt of LOI which shall be returned within 30 days of date of commissioning of the crane at site. BHEL reserves the right to encash the BG in case of failure of contractor to deploy the crane as per scheduled date.

15.0	EVALUATION OF OFFER Evaluation of offer shall be done on their quoted rates for individual crane against our requirement as indicated in relevant clause of the tender as per price schedule. Order shall be placed crane wise based on lowest evaluated price for individual crane.
16.0	PRICE VARIATION & OVER RUN COMPENSATION Not applicable.
17.0	HEALTH SAFETY & ENVIRONMENT
17.1	The contractor will follow HSE policy of BHEL/ PSER and work as per the safety guidelines which is in line with ISO:14001 and OHSAS:18001 standards. A list of the guidelines which should be strictly followed by the contractor is as follows. The scope of contractor shall not be limited to the followings only but shall be guided by the HSE related policies/ guidelines of BHEL as revised to suit the requirement of the standards and statutory requirements.
17.1.1	Nominate a safety officer who will supervise all the HSE aspects.
17.1.2	The safety officer will participate in all safety meeting conducted by BHEL.
17.1.3	Submit site safety plan indicating safety measures to be taken, fire fighting equipments & PPE to be deployed.
17.1.4	Report every near miss incident to BHEL.
17.1.5	Report accident report immediately after the occurrence.
17.1.6	Obtain operation control procedures (OCPs) from BHEL for the work to be executed
17.1.7	Follow factory act.
17.1.8	Every worker should use PPE as per his trade. All PPE should confirm to IS.
17.1.9	Conduct tool box meeting with workers everyday before start of work instructing about the use of PPE. The outcome of the meeting to be recorded in a register.
17.1.10	Check fitness of the PPE and lifting tackles weekly and record in a register which will be verified by BHEL.
17.1.11	No person below 18 years will be employed.
17.1.12	Deploy fire-fighting equipments and refill before expiry.
17.1.13	Keep fire extinguishers of adequate type near the hot job and near the electrical machines.
17.1.14	Copy of valid Test certificates of all T&Ps should be given to BHEL as soon as the item enters the project, without which the T&P can not be allowed to be used.
17.1.15	No body will be allowed to work above 2 meters without safety belt/ harness with lifeline secured to a fixed member.
17.1.16	Good housekeeping has to be maintained. All debris shall be removed from workplace within shortest possible time.
17.1.17	Approach roads should not be blocked with cables, materials or debris.
17.1.18	First aid boxes have to be kept and maintained with all requisite materials as per factory act.
17.1.19	Trained person has to be kept for giving first aid.
17.1.20	Adequate illumination shall be provided where working.
17.1.21	All vehicles should have backlight, reverse horn and reversing light.
17.1.22	Crane operator shall have proper license.'
17.1.23	Crane should have reverse horn.
17.1.24	Only skilled person maintain and operate electrical items.
17.1.25	ELCB has to be used. No temporary connection shall be allowed.
17.1.26	All fuses shall have standard rating and capacity.
17.1.27	All power supply cables should be laid above 3 meter level or underground.
17.1.28	All hand lamps should be powered by 24 volts.
17.1.29	Water-logging of working area shall be removed.
17.1.30	For operating portable machines 3 pin plugs shall be used.
17.1.31	Oxygen and DA cylinders shall be separated labeling full or empty. Full cylinders shall be kept upright.
17.1.32	Cylinders are not transported by rolling.

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VOLUME-ID/II REV-1	SPECIAL CONDITIONS OF CONTRACT (SERVICE) AND TECHNICAL SPECIFICATION	PAGE 9 OF 9

17.1.33	All oil drums shall be kept horizontal.
17.1.34	Excavated area shall be barricaded off with red-& white tape.
17.1.35	Proper slope of excavation shall be maintained.
17.1.36	Proper sign board and illumination shall be maintained at excavated area.
17.1.37	Wherever possible safety net shall be provided.
17.1.38	Proper platform and hand rail has to be provided at the work place.
17.1.39	All electrical equipments shall be earthed at two points.
17.1.40	Temporary platform should be strong enough, have proper approach and hand rails
17.2	The above clauses are indicative only and not exhaustive. The other activities to maintain strong HSE conditions at site which may be beyond the above list of guidelines shall have to be done by the contractor.
18.0	OTHERS
	All other terms & conditions shall be as per provision of Volume-IB (GCC).

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

BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Hiring of 1 no mid range heavy lift crane; 1 no general purpose crane; 2 no 75MT crawler crane for 2x500 MW Marhwa TPP, Chattisgarh and 1 no mid range heavy lift crane; 1 no general purpose crane; 1 no 75MT crawler crane for 1x500 MW Korba (W) TPS, Chattisgarh.	
Ref	01	Tender no PSER:SCT:KBM-F965:08
	02	BHEL's NIT, vide reference no PSER:SCT:KBM-F965:08:1582, dated 20-12-2008.
	03	BHEL's TCN-01, vide reference no PSER:SCT:KBM-F965:TCN-01, dated 23-12-08.
	04	BHEL's TCN-02, vide reference no PSER:SCT:KBM-F965:TCN-02, dated 09-01-09.
	05	BHEL's TCN-03, vide reference no PSER:SCT:KBM-F965:TCN-03, dated 17-01-09.
	06	All other pertinent issues till date.

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/ issued by you and in case of such 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. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification.

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 in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

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