

# **TENDER SPECIFICATION**

**No. BHE/PW/PUR/MADT2-CRH/1174/OJ**

**FOR**

**PROVIDING SERVICES OF 1 No. of 150MT CAPACITY CRAWLER CRANE ON  
MONTHLY HIRING BASIS**

**FOR**

**CONSTRUCTION WORK**

**AT**

**2X660 MW NTPC MOUDA SUPER THERMAL POWER PROJECT  
MOUDA DISTT: NAGPUR IN MAHARASHTRA STATE**

**(TECHNICAL BID SPECIFICATION, NOTICE INVITING TENDER & GENERAL CONDITIONS OF  
CONTRACT)**



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

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**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)  
POWER SECTOR - WESTERN REGION  
345, KINGS WAY - NAGPUR 440 001

TENDER SPECIFICATION NO - **BHE/PW/PUR/MADT2-CRH/1174/OJ**

ISSUE DETAILS

**NAME OF THE WORK:**

PROVIDING SERVICES OF 1 NO. OF 150 MT CAPACITY CRAWLER CRANES ON MONTHLY HIRING BASIS  
FOR CONSTRUCTION WORK IN 2X660 MW NTPC MOUDA SUPER THERMAL POWER PROJECT AT-  
VILLAGE- MOUDA, DISTT: NAGPUR IN MAHARASHTRA STATE

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

M/s.....  
.....  
.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE :

Bharat Heavy Electricals Limited: PSWR: Nagpur

Tender Specs. No **BHE/PW/PUR/MADT2-CRH/1174/OJ**

## **ATTACHMENTS**

### **2X660 MW NTPC MOUDA**

1. Volume-IA- Technical Specifications - Crane Offering details (To be filled by the bidder appropriately).

## PROJECT INFORMATION

<b>1.0</b>	<b>Project Information</b>
<b>1.1</b>	<p>1. Purchaser / Owner : <b>M/s National Thermal Power Corporation Limited. (NTPC)</b></p> <p>2. Project Title : <b>2X660 MW NTPC Mouda</b>  <span style="color: blue;">(Extension of 2x500 MW PHASE-I)</span></p> <p><b><u>LOCATION AND APPROACH :</u></b></p> <p>1. Location : Village-Mouda, Dist- Nagpur State–Maharashtra, India.</p> <p>2. Address Details : 2X660 MW NTPC Mouda.  Village – Mouda  Taluka – Mouda  Dist.- Nagpur  Pin Code-  Maharashtra State, India"</p> <p>3. Nearest Port : Mumbai</p> <p>4. Nearest Air Port : Nagpur/ 50 KM from Mouda town</p> <p>5. Approach Road : Mouda site is connected to Mouda town by 04 KM   long all weather roads. Mouda town is 40 KM from   Nagpur on NH-6.</p> <p>6. Railway Approach : Nearest Railway Station Chacher 8 Kms away from   site on Nagpur-Kolkata Broad Gauge section of  South Eastern Railway (main line)</p> <p>7. Data of Seismic Design : As per IS 1893</p> <p>8. Ambient air temperature (Average) :  a) Maximum : 50 degree centigrade  b) Minimum : 6 degree centigrade</p> <p>11: Average Relative Humidity: 60 %</p> <p>12: Wind speed : 44 m/s at ten meters above the ground level as per   IS 875 (Part-3).</p> <p>13. Geographical condition: Latitude- 21-10-50 N   Longitude -79-23-52 E</p> <p>The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information's given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site datas/information's as may be necessary shall have to be obtained /collected by the Bidder.</p>

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## DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

**TENDER SPECIFICATION No. BHE/PW/PUR/MADT2-CRH/1174/OJ**

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

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

Bharat Heavy Electricals Limited: PSWR: Nagpur

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## **CERTIFICATE OF NO-DEVIATION**

**TENDER SPECIFICATION No. BHE/PW/PUR/MADT2-CRH/1174/OJ**

I/WE, M/s .....

HEREBY CERTIFY THAT NOTWITHSTANDING ANY CONTRARY INDICATIONS/ CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

**I/We also certify that:**

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

Seal & Signature of the Bidder

Date:

**CERTIFICATE CONFIRMING  
KNOWLEDGE ABOUT SITE CONDITIONS**

**TENDER SPECIFICATION No. BHE/PW/PUR/MADT2-CRH/1174/OJ**

We, M/s .....  
hereby declare and confirm that we have visited the project site(s) for which we have submitted our offer and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS: .....

SIGNATURE & OFFICIAL SEAL OF BIDDER'S  
AUTHORISED SIGNATORY

PLACE:

DATE:

**DECLARATION SHEET**  
**DECLARATION ABOUT RELATION IN BHEL**  
**TENDER SPECIFICATION No. BHE/PW/PUR/MADT2-CRH/1174/OJ**

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) of Partner/Director  
**/Owner is presently employed in BHEL?** : **YES/ NO**  
If so, his connection with the Firm **(If yes, please give particulars)**
2. Whether any BHEL employee is  
Holding any share in Firm? : **YES/NO** (If yes, please give  
particulars)

*Signature & Official Seal of the Tenderer*

**Note:**

1. Attach separate sheet, if necessary.
2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor

## NOTICE INVITING TENDER (NIT)

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	<b>BHE/PW/PUR/MADT2-CRH/1174/OJ</b>	
ii	Broad Scope of job	PROVIDING SERVICES OF 1 NO. OF 150 MT CAPACITY CRAWLER CRANES ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X660 MW NTPC MOUDA SUPER THERMAL POWER PROJECT AT-VILLAGE MOUDA, DIST. MOUDA, MAHARASHTRA.	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-I	<i>Technical Conditions of Contract (TCC)</i>	<i>Applicable</i>
i.	Volume-IA	<i>Technical Specification of crane</i>	<i>Applicable</i>
ii.	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
iii.	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
iv.	Volume-ID	<i>Forms &amp; Procedures</i>	<i>Not Applicable</i>
b	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<p><b>1. Sale from BHEL PS Regional office at :</b> <b>Start : 30/08/2013</b> <b>Closes: 19/09/2013 , Time : 1800 hrs</b></p> <p><b>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b> Tender documents will be available for downloading from website till due date of submission</p>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p><b>Date : 20/09/2013 Time :1500Hrs</b> <b>Place : BHEL-PSWR, Nagpur</b></p> <p>Tenders being submitted through representative shall be submitted at dispatch section of PSWR HQ Office after making entry/registration at the reception. For any assistance on the matter kindly contact following officials: <b>Abhijeet Kumar /Engineer (Purchase)</b> <b>Pratish Varghese/ Sr Engineer (Purchase)</b></p>	<i>Applicable</i>
vi	OPENING OF TENDER	<b>1 hour after the latest due date and time of Offer submission</b>	<i>Applicable</i>

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		Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	
vii	<b>EMD AMOUNT</b>	Rs 2,00,000/- (Rupees Two Lakhs Only)	Applicable
viii	<b>COST OF TENDER</b>	Rs 2000/-.	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	Date: Atleast 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr ABHIJEET KUMAR (kabhi@bhhelpswr.co.in) Mr. PRATISH VARGHESE (pgv@bhhelpswr.co.in)	Applicable
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	-	NOT Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST OF TENDER)' in two separate sealed and superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
  - PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)

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6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<p><b>ENVELOPE – I superscribed as :</b>            PART-I (TECHNO COMMERCIAL BID)            TENDER NO :            NAME OF WORK :            PROJECT:            DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b>Note:</b></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I A : <u>Technical</u> Specification of crane	
x.	Volume – I B : <u>Special</u> Conditions of Contract (SCC)	
xi.	Volume – I C : <u>General</u> Conditions of Contract (GCC)	
xii.	Volume – I D : Forms & Procedures	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiv.	Any other details preferred by bidder with proper indexing.	

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<b>PART-I B</b>	
	<p><b>ENVELOPE – II superscribed as:</b>  PART-I (EMD/COST of TENDER)  TENDER NO :  NAME OF WORK :  PROJECT:  DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender  <u>OR</u>  Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)</p>

<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed
	<p><b>ENVELOPE-III</b>  superscribed as:  PART-II (PRICE BID)  TENDER NO :  NAME OF WORK :  PROJECT:  DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING</b></p>
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)

<b>OUTER COVER</b>	
	<p><b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b>  superscribed as:  TECHNO-COMMERCIAL BID, PRICE BID &amp; EMD  TENDER NO:  NAME OF WORK:  PROJECT:  DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:</b></p>
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> <li>○ Envelopes III</li> </ul>

**SPECIAL NOTE :** All documents/annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

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- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 VOID
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD..
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. If applicable **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 VOID.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.

- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 VOID
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence  
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - b. Notice Inviting Tender (NIT)
  - c. Price Bid
  - d. Technical Conditions of Contract (TCC)—Volume-1A
  - e. Special Conditions of Contract (SCC) —Volume-1B
  - f. General Conditions of Contract (GCC) —Volume-1C

for BHARAT HEAVY ELECTRICALS LTD

(AGM (Purchase))

**Enclosure**

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-2: Important Information.

**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	PROVIDING SERVICES OF 1 NO. OF 150 MT CAPACITY CRAWLER CRANES ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN 2X660 MW NTPC MOUDA SUPER THERMAL POWER PROJECT AT-VILLAGE MOUDA, DIST. NAGPUR, MAHARASHTRA
TENDER NO	BHE/PW/PUR/MADT2-CRH/1174/OJ

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	NOT APPLICABLE	
B	<b><u>Technical</u></b> B.1) <b><u>Bidder must be in the business of providing services of crane hiring in last seven years as on the latest date of offer Submission</u></b>  <b>AND</b> B.2) The crane offered by the bidder must meet the technical requirements of BHEL as per Volume-IA.	APPLICABLE	
C1	<b><u>Financial TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (Audited) of Rs <b>70.50</b> Lakhs or more over last three Financial Years (FY) i.e. 2010-2011, 2011-2012, 2012-13 or for 2009-2010, 2010-2011 and 2011-12 if Annual Accounts for FY 2012-13 are not audited.	APPLICABLE	
C2	<b><u>NETWORTH (only in case of Companies)</u></b>  Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C1' above should be positive	APPLICABLE	
C3	<b><u>PROFIT</u></b> Bidder must have earned cash profit in	APPLICABLE	

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	any one of the three Financial Years as applicable in the last three years defined in 'C1' above based on latest Audited Accounts.		
D	Assessment of Capacity of Bidder	NOT APPLICABLE	By BHEL
E	Approval of Customer Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by customer.	NOT APPLICABLE	
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
	<p><b>Explanatory Notes for QR</b></p> <ol style="list-style-type: none"> <li>1. The word 'executed' means the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed</li> <li>2. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as given above along with all annexures</li> </ol> <p>B) Explanatory Notes for PQR 'C'- 'Financial'</p> <ol style="list-style-type: none"> <li>1. Net Worth = Paid up share capital* + Reserves (* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)</li> <li>2. Profit shall be NET Profit (PAT + Non Cash Expenditure viz depreciation).</li> <li>3. In case audited financial statement have not been submitted for all the three years as indicated in 'C1' above, then applicable audited statement submitted by the bidder against the requisite three year, will be averaged for three years.</li> </ol>		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.



**ANNEXURE - 3**

**IMPORTANT INFORMATION**

1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( [www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Please take note of following Revised Tender Clauses:
  - i. General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5

## **Technical Conditions of Contract (TCC)**

The technical specification is as indicated in “VOLUME – IA-1174- Tech Spec-Crane Offering” attached separately.

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# **SPECIAL CONDITIONS OF CONTRACT- VOLUME-IB**

## **1.0 BROAD SCOPE OF WORK**

Providing Services of 01 no. of 150 MT **Crawler Crane with operation & maintenance crew** on hiring basis at 2x660 MW NTPC MOUDA SUPER THERMAL POWER PROJECT AT VILLAGE: MOUDA, DISTT: NAGPUR IN MAHARASHTRA STATE.

The crane shall be engaged in the project for construction work of above project as per instructions of the BHEL Engineer-in-Charge.

The intent of this tender specification is to hire the services of 150 MT crawler crane on monthly hire basis to suit the specified requirements.

### **1.1) CRANE (150 MT Basic Capacity Crawler Crane)**

#### **1.1.1 TECHNICAL SPECIFICATION:**

The technical specification is as indicated in **Volume I A** attached separately.

#### **1.1.2 Deployment time:**

The crane deployment tentatively by OCT -2013.

#### **1.1.3 Duration of Hiring:**

Regular Duration of **35 (Thirty Five)** Months. Contract period may be extended for 3 months depending upon the site requirement. The requirement will be intimated by BHEL site in-charge.

### **1.2 GENERAL REQUIREMENTS**

1.2.1 The offered crane should have **boom travel limit alarm/stop** and **hoist travel alarm/ stop** safety features as minimum requirement. Other additional safety features, if any, should be made available to user without any additional cost.

1.2.2 VOID

#### **1.2.3 Deployment of Crane & Commencement of Services**

The deployment schedule of the crane indicated earlier here is tentative. Notwithstanding such indications, **you shall deploy and make the crane operational at site within Thirty (30) days from the written intimation for deployment of crane.** Written notice asking to deploy the crane shall be issued for crane by BHEL/site or Project Manager.

Contractor shall arrange suitable capacity assist cranes and Tools & Tackles at the respective project site for unloading of crane sub-assemblies, components, assembly, dismantling/loading of the crane during mobilization & de-mobilization of crane. Contractor shall also arrange to and fro transportation, skilled manpower and consumables at his own cost. Contractor will be given 30 days advance notice for demobilization of the crane.

1.2.4 Bidder shall make available the complete set of Main Boom & Jib attachment with offset angle adjustment facility as specified for the crane in one go, that is at the time of mobilization. However the crane shall be initially and subsequently assembled as per the site requirement to be specified by BHEL site engineer. ~~Bidder shall furnish the details of Main Boom & Jib configuration offered for respective crane in their technical bid.~~

#### **1.2.5 HEAVY LIFT ATTACHMENT (HLA)**

**150 MT** capacity crane shall **not** have any HLA within the said lift range. Cranes that necessitate HLA up to and including these rated capacities will not be accepted by BHEL.

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## **2.0 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES**

- 2.1 The price quoted shall be inclusive of operation (**excluding fuel**) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy necessary crew (viz. Operator–cum–Mechanic, Helper and Maintenance Crew etc) to ensure smooth operation and maintenance of the crane without affecting work. No extra payment shall be made towards engagement of crew in overtime working hours. The crane shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL engineer.
- 2.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (**except fuel**) that are necessary to fulfil the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide fuel commensurate with utilization time and agreed consumption rate.

## **3.0 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING**

**The contract period shall commence from the successful load testing of crane with mutually agreed boom length at project site location and its written acceptance by BHEL. The Contract Period (duration of hiring) shall be as indicated under ‘Regular Duration’ in table under sl.no. 1.1. Contract Period may be extended depending upon the requirement of BHEL as specified therein.**

If the performance/services of the contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning reason and no payments will be made for the period after foreclosure.

## **4.0 REGULAR WORKING HOURS**

The services of crane with operating crew shall be made available for duration of **twelve (12) hours per day** including total one-hour break (30 minutes for lunch and 2 tea intervals of 15 minute each). The regular working hours will usually be from 08:30 a.m. to 8:30 p.m. However, this shall be adjusted to suit the working hours of the project site from time to time.

## **5.0 RATE SCHEDULE, QUOTED RATES/PRICE & CONTRACT VALUE.**

- 5.1 Bidders shall quote their price in the Rate Schedule furnished in “Price Bid Specification” issued as VOLUME-II of this tender specification.
- 5.2 **Total amount payable towards mobilization and de-mobilization** of respective cranes shall be as in the table below.

<b>SN</b>	<b>Description of Crane</b>	<b>Total Amount for Mobilization and Demobilization</b>
1	150 MT Crane	<b>Rs. 11,00,000/-</b>

Mobilisation and Demobilisation charges are also indicated in the Rate Schedule. Bidder shall neither quote any amount towards mobilization and de-mobilization separately nor make any alteration in these amounts specified by BHEL. Offers with any deviation in this regard are liable to be rejected.

- 5.3 Bidder shall quote only monthly hire charges rate for the duration indicated in the Rate Schedule. In case of discrepancy between words and figure, the amount indicated in words shall be considered correct and total amount re calculated for the purpose of offer evaluation.

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## **SPECIAL CONDITIONS OF CONTRACT- VOLUME-IB**

**Contract Value for Offer Evaluation & Work Order (Award Value) shall be the sum of the following:**

- (i) Total amount payable towards mobilization and de-mobilization.
  - (ii) Total hire charges of Crane for the Regular Duration of the crane as per Tender Specification.
- 5.4 Agreed monthly hire charge rate shall remain **firm** throughout the **Regular Duration** indicated against the crane. Applicable monthly hire charge for **Extension Period** as proposed in this Tender Specification shall be **90%** of the rates agreed for the regular contract/hiring period. No other revision of the rate shall be admitted during these periods.
- 5.5 Road permits, Octroi, VAT, CST and Declaration Forms etc. required for deployment of the crane at the destination sites shall be arranged by the bidder within the agreed price/ rates. BHEL will neither issue any Road Permit or VAT/CST declaration forms for this purpose nor pay any taxes in this regard.
- 5.6 Prices shall be inclusive of all applicable taxes (**excepting Service Tax**), levies, services, consumables (**excepting fuel**), as per provisions under the Terms & Conditions in scope of contractor mentioned in this Tender Specification.

### **6.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)**

#### **6.1. For All types of works excepting works covered under sl no 6.2**

##### **6.1.1**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

**However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.**

##### **6.1.2 Service Tax & Cess on Service Tax**

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

**Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,**

1. The name, address and the registration number of the contractor,
2. The name and address of the party receiving taxable service,
3. Description, classification and value of taxable service provided and,
4. The service tax payable thereon.

**All the Four conditions shall be fulfilled in the invoice before release of service tax payment.**

**Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.**

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## **6.1.3 VAT (Sales Tax /WCT)**

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

## **6.2 'Enabling Works'**

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. ( i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties )~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

## **6.3 New Taxes/Levies**

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

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

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

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# **SPECIAL CONDITIONS OF CONTRACT- VOLUME-IB**

## **7.0 PAYMENT TERMS**

7.1

The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and Service Tax etc with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.

7.2

Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

7.3

Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the crane and till the crane withdrawn for de-mobilization.

7.4

No advance payments shall be made by BHEL for this contract.

7.5

Payment towards mobilization and de-mobilisation of crane shall be made in the manner as specified below.

1. First 50% of the specified amount for mobilization and demobilization will be paid after deployment of the crane complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of crane as required by BHEL and BHEL's acceptance of load test of assembled crane at site.
2. Remaining 50% of the specified amount for mobilization and demobilization will be paid after removing the crane from the project site and clearing the site premises in all respect.

## **7.6 PRO RATA DAILY & HOURLY HIRE CHARGES**

In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days shall be made by BHEL. Pro-rata daily and hourly hire charges shall be calculated as follows.

7.6.1 Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 30

7.6.2 Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 360

For ease of calculation and payments the rates as derived above shall be rounded off to the nearest whole number.

## **7.7 Hourly Overtime Charges**

If the crane is required beyond the normal working hours as stipulated in this tender specification, overtime payment shall be made as following.

**Hourly Overtime Charges = 15% of Pro Rata Hourly Hire Charges (i.e. Charges under clause 7.6.2 above)**

For ease of calculation and payments the rates as derived as per Clause No 7.6 and 7.7 above shall be rounded off to the nearest whole number.

## **7.8: BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC. : DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS**

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## **7.8.1**

The contractor shall ensure 100% availability of the services of crane. If however there is any breakdown of the crane, the services shall be restored at the earliest so as not to affect the work at project site. **Disallowance in monthly rental charges** shall be made towards non-availability of services of crane for any reasons whatsoever as under:

### **7.8.1.1 Individual Incidences of Breakdown**

- a) Up to 4 (four) hours in a single incidence: Single pro-rata basis.
- b) Single Incidence stretching more than four hours: Single pro-rata basis up to 4 hours, followed by double pro-rata basis for duration exceeding four hours.

### **7.8.1.2 Cumulative Breakdown Duration in a Month**

- a) Up to 36 Hours in a Complete Calendar Month: Single Pro-Rata basis.\*
- b) Exceeding 36 Hours in a Complete Calendar Month: Single Pro-Rata basis up to 36 hours, followed by double pro-rata basis for duration exceeding 36 hours. \*

**\* In both the cases (7.8.1.2.a and 7.8.1.2.b) as above, the conditions regarding disallowance due to individual incidence of breakdown (7.8.1.1.a and 7.8.1.1.b) shall essentially be applicable irrespective of the Cumulative Duration in the month.**

7.8.1.3 For billing period less than one calendar month, the limit of 36 hours shall be pro-rated as 10% of the Hire Period in number of hours (e.g. Hire Period in hours = utilized number of days in the calendar month x 12 hours per day).

## **7.8.2**

BHEL may also choose to utilize the services of the crane in extended hours or on holidays to offset the lost hours due to breakdown in lieu of disallowance as stipulated above. Construction Manager BHEL shall permit offsetting of lost hours only after the incidence of such breakdown and usually within the remaining period of the concerned calendar month of breakdown. Carrying forward to subsequent months shall be at the sole discretion of BHEL construction manager.

Offsetting shall be done with prior permission of BHEL Construction Manager by availing the services in extended hours or on holidays maximum up to the same number of cumulative hours lost due to breakdown irrespective of the total duration or single instance duration mentioned in earlier paragraphs. Depending on the actual project requirement, BHEL may opt to offset the lost hours due to breakdown either partly or fully. In the event of partial offsetting, disallowance as in relevant clause shall be applicable for the remaining lost hours. Offsetting shall be in the order of instances of breakdown date wise ie first offset shall be from the number of hours of breakdown in the first instance in the relevant period and so on.

## **7.8.3**

In case there is a major breakdown of the crane, the contractor shall repair it or substitute with similar or higher capacity crane with BHEL's prior consent (regarding acceptability of the substitute) within 15 days. Failure to do so, shall entitle BHEL to arrange alternative at the risk and cost of contractor. Disallowance of rental charges shall be applicable in accordance with relevant clause.

## **7.8.4**

### **HOLIDAYS AND OTHER BENEFITS:**

Three national holidays shall be treated as holidays for the operation of this contract. In case services are availed on these days, the same will be treated as overtime.

Being an important power project construction work, erection activities are likely to be carried out on Sundays and other holidays as well. No extra payments are envisaged other than the rentals for such holidays as specified elsewhere herein. The rates quoted by bidders shall be inclusive of such considerations.

## **8.0: OTHER INSTRUCTIONS**

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## **8.1 DAILY LOG BOOK**

The contractor shall maintain a logbook in duplicate giving full operation details, preventive maintenance and Breakdown records and obtain counter signature of BHEL Engineer in Charge on a daily basis. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.

## **8.2 REPAIR & MAINTENANCE COST**

The cost of repairs arising during the operation should be borne by the contractor. Necessary manpower, fuel, lubricants, tools & tackles, assist cranes and spare parts shall be made available by the contractor as a normal scope to attend the breakdowns.

## **8.3 RELIEVERS FOR OPERATING CREW**

In case any member of the operating crew proceeds on leave/ is absent, the contractor shall arrange alternative beforehand for continuation of work to meet BHEL's time-bound erection programme.

## **8.4 BOOM EXTENSION & REDUCTION**

First assembly of the entire crane including required boom length, as decided by Construction Manager BHEL and dismantling for demobilization are in regular scope of these services.

For any in-between requirement of boom extension or reduction of the cranes at site, the manpower, tools and tackles required shall be provided by BHEL's erection agency free of charges. However the Contractor shall extend supervisory services of the operating crew for all such instances as necessary for BHEL. This duration shall be treated as services utilized and considered for payment of hire charges.

## **8.5 INSURANCE COVER FOR MEN & MATERIALS**

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third party Liability cover for the cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the crane/cranes, to any other persons/ public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities.

BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

## **8.6 ACCOMODATION & LOCAL CONVEYANCE**

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site.

## **8.7 FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT**

Contractor shall arrange and submit fitness certificate of the assembled crane at site from the statutory authority as applicable.

## **8.8 LOAD TESTING AT SITE**

BHEL will provide suitable load for carrying out the load test on assembled crane, however contractor shall arrange to & fro transportation of such test load within plant premises and return the same after completion of

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load test at their own cost. Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per crane load capacity chart.

## **8.9 GATE PASS FOR MEN & MATERIALS**

Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

## **9.0 Safety, Occupational Health and Environmental Management**

This shall be as per the norms at the project site where the crane is deployed.

## **10.0 FUEL, LUBE AND HYDRAULIC OIL ETC.**

Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL/ BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the services are being utilized by BHEL. Excess consumption, if any, due to inefficient engine performance, leakage, theft and other reasons attributable to the bidder/crane shall be on the bidders account.

The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

Hydraulic oil, Engine Oil, Grease and all other lubricants and associated consumables e.g. filter elements etc have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost plus overhead charges (Currently @30%) shall be recovered by BHEL.

## **11.0 SUSPENSION OF BUSINESS DEALING WITH CONTRACTORS**

A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:

- I. Bidder does not honor his own offer or any of its conditions within the validity period.
- II. Bidder fails to respond against three consecutive enquires of BHEL.
- III. After placement of order, Bidder fails to execute a contract.
- IV. Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
- V. Bidder's performance rating falls below 60% in specific category.
- VI. Bidder works are under strike/ lockout for a long period.

A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-

- VII. Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
- VIII. Bidder has substituted, damaged, failed to return, short returned or unauthorized disposed off materials/ documents/ drawings/ tools etc of BHEL.
- IX. Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.

A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:

- X. Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.

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- XI. In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
- XII. Bidder is found to be involved in cartel formation.
- XIII. The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.
- XIV. The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- XV. The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
- XVI. Bidder is found to have obtained Official Company information/ documentation by questionable means.
- XVII. Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.

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