
TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/UNCHAHAR/HLHR CRANE/995

FOR

**“SERVICES OF HLHR (600 MT OR ABOVE CAPACITY) CRAWLER CRANE
ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL
POWER PROJECT AT 1X500 MW FGUTPP, NTPC UNCHAHAR STAGE-IV
(U.P.) PROJECT”**

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, ISO 14001,
OHSAS 18001 & SA 8000
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)
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TENDER NO. BHEL/NR/SCT/UNCHAHAR/HLHR CRANE/995

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-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

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To

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 the 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	BHEL/NR/SCT/UNCHAHAR/HLHR CRANE/995
ii	Broad Scope of job	“SERVICES OF HLHR (600 MT OR ABOVE CAPACITY) CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECT AT 1X500 MW FGUTPP, NTPC UNCHAHAR STAGE-IV (U.P.) PROJECT”
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i> <i>Applicable</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <i>Applicable</i>
iv	Issue of Tender Documents	<ol style="list-style-type: none"> Sale from BHEL PS Regional office at : Start : 16/05/15 , Time : 0900 HRS Closes: 26/05/15 , Time :1200 HRS From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 26/05/15 , Time : 1500 HRS Place : Noida <i>Applicable</i>
vi	OPENING OF TENDER	Date : 26/05/15 <i>(Within 2 hours of the latest due date and time of</i> <i>Applicable</i>

		offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	
vii	EMD AMOUNT	Rs 2,00,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 21/05//2015 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not applicable.
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . 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 Noida 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 Noida, 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 Noida. 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 superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference

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
Part-I A		
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & 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. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. 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.	
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 A : <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 B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B		
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER)	

	TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
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)	

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

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.

- 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 Assessment of Capacity of Bidders:

~~Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:~~

- ~~I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table 1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)~~

- ~~i). Total number of Packages~~

~~Total number of Packages in hand = P~~

~~Where~~

- ~~● 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..~~

- ~~II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (**under execution/** executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table 1)~~

- ~~i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':~~

~~This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:~~

- ~~a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)~~

- ~~b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)~~

- ~~c) Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1.1}, S_{1.2}, S_{1.3}, S_{1.4}, S_{1.5}, \dots, S_{1.N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e $S_1 = S_{1.1} + S_{1.2} + S_{1.3} + S_{1.4} + S_{1.5} + \dots + S_{1.N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$.)~~

- ~~d) **Overall Performance Rating ' R_{BHEL} ' for the similar Package/Packages (under execution/** executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):~~

~~———— Aggregate of Performance scores for all similar packages in all the Regions~~

~~———— = —————~~

~~———— Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions~~

~~———— S_T~~

~~———— = —————~~

~~———— T_T~~

e) ~~Bidders to note that the risk of non evaluation or non availability of the ‘Monthly Performance Evaluation’ reports as per relevant formats is to be borne by the Bidder~~

f) ~~Table showing methodology for calculating ‘a’, ‘b’ and ‘c’ above~~

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No of similar packages for all Regions = P _T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which ‘Monthly Performance Evaluation’ as per relevant formats should have been done in the ‘period of assessment for corresponding similar Package (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T _T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ S ₁₋₂ S ₁₋₃ S ₁₋₄ ...	S ₂₋₁ S ₂₋₂ S ₂₋₃ S ₂₋₄ ...	S ₃₋₁ S ₃₋₂ S ₃₋₃ S ₃₋₄ ...	S ₄₋₁ S ₄₋₂ S ₄₋₃ S ₄₋₄ ...	S ₅₋₁ S ₅₋₂ S ₅₋₃ S ₅₋₄	S _{N-1} S _{N-2} S _{N-3} S _{N-4} ...	—————
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row 3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S _T

ii) ~~Calculation of Overall ‘Performance Rating’ (R_{BHEL}) in case ‘similar Package/Packages’ for the tendered scope ARE NOT AVAILABLE, during the ‘Period of Assessment’:~~

This shall be obtained by summing up the ‘Monthly Performance Evaluation’ scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ‘R_{BHEL}’ shall be calculated subject to availability of ‘performance scores’ for at least 6 ‘package months’ in the order of precedence below:

- a) Period of Assessment.
- b) 12 months preceding the cut-off month
- c) 24 months preceding the cut-off month
- d) 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as ‘NEW VENDOR’. Further eligibility and qualification of this bidder shall be as per definition of ‘NEW VENDOR’ described in ‘Explanatory Notes’

iii) ~~Factor “L” assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions.:~~

Sl no	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	$=60$	NA
2	>60 and ≤ 65	0.4
3	>65 and ≤ 70	0.35
4	>70 and ≤ 75	0.25
5	>75 and <80	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L'
i.e. $(R_{BHEL} - 60)/L$

Note:

- i. In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- ii. For $R_{BHEL} = 60$, $P_{Max} = '1'$
- iii. For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(where P is calculated as per clause 9.1)

IV. Explanatory note:

- a) Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table 1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- b) Identified Packages (Unit wise)

Table-1

Civil	Electrical & CI	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management xi). Material Handling & Material Management xii). Others (Mechanical)

- e) ~~Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".~~

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.

- d) ~~In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the Overall Performance Rating 'R_{BHEL}' only, starting from the upper band.~~

- e) ~~'Under execution' shall mean works in progress as per the following:~~

i. ~~up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries~~

ii. ~~upto Synchronisation in case of all other works excepting sl no (i) and (iii)~~

iii. ~~Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.~~

Note : ~~BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.~~

- f) ~~Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.~~

- 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, applicable wage structure, wage rules, 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.
- 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. **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 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 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 **Not used**
- 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 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.

- 27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

- 28.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings’, ‘Vendor evaluation format’, ‘Quality, Safety & HSE guidelines’, etc may undergo change from time to time and the latest one shall be followed.

29.0 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, or before price bid opening, attested copies of either EM-II certificate having deemed validity (two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as Annexure - 3) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

30.0 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
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-3: Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) or Special Conditions of Contract (SCC)
04. Annexure-4: Chartered Accountant certificate for MSMED
05. Annexure-5: General terms and conditions of Reverse Auction (RA)
06. Annexure-6: Authorization of representative who will participate in the online Reverse Auction Process
07. Annexure-7: FeedBack Form
08. Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	"SERVICES OF HLHR (600 MT OR ABOVE CAPACITY) CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECT AT 1X500 MW FGUTPP, NTPC UNCHAHAR STAGE-IV (U.P.) PROJECT"
TENDER NO	BHEL/NR/SCT/UNCHAHAR/HLHR CRANE/995

SL. NO.	PRE QUALIFICATION CRITERIA
1	<p><u>Technical</u></p> <p>a) Bidder shall have the experience of having successfully completed similar work during last seven years ending last day of month previous to the one in which applications are invited. Experience shall be either of the following :</p> <ol style="list-style-type: none"> 1. Three similar completed works costing not less than 146 Lacs. 2. Two similar completed works costing not less than 182.5 Lacs. 3. One similar completed work costing not less than 292 Lacs. <p>Bidder shall furnish work order, job completion certificate for the same.</p> <p>b) Bidder shall be the owner of the offered crane.</p> <p>c) Crane offered should be duly certified by competent persons/agencies under Factories Act, 1948 for its healthiness and good working condition. The certificate should be valid on the date of technical bid opening.</p> <p>d) Offered crane shall meet technical specifications requirements of the tender. Bidder has to furnish details of the crane i.e. complete specifications, make, model along with the load chart and range diagram of the proposed crane to be deployed for the tendered job.</p> <p>(Relevant documents in support of all above shall be submitted by bidder)</p>
2	<p><u>Financial</u></p> <p>Bidders should have an average annual financial turnover of minimum Rs.109.5 Lacs during preceding three financial years i.e. 2011-12, 2012-13 and 2013-14.</p> <p>The bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.</p>
<p><u>Explanatory Notes:-</u></p> <ol style="list-style-type: none"> 1. Relevant documents, meeting above requirements shall be submitted by bidders. 2. "Similar Work" shall be defined as providing 250MT or above capacity crawler crane hiring services. 	

ANNEXURE - 2**CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (<input checked="" type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/ Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/ Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/NO

19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3

MODIFICATION/ DELETION OF GCC & SCC CLAUSES

- **Clause Nos. 2.6.2, 2.6.3, 2.6.4, 2.6.5, 2.6.6, 2.6.7, 2.6.8, 2.6.9, 2.6.10, 2.6.11, 2.8.6, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.22, 2.23, 2.24 of GCC – Not Applicable**

- **Clause Nos. 1.0, 2.0, 3.0, 4.0, 5.5, 6.0, 7.0, 8.0, 10.0 & 11.0 of SCC – Not Applicable**

ANNEXURE - 4**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part—II) dtd: ,
 Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company
 as on date..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e.
 original cost excluding land and building and the items specified by the Ministry of Small
 Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
 Rs Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and
 building and furniture, fittings and other items not directly related to the service rendered or as
 may be notified under the **MSMED** Act, 2006:
 Rs Lacs

The above investment of RsLacs is within permissible limit of
 Rs..... Lacs for Micro / Small **(Strike off which is not applicable)**
 Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE - 5**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non submission of “online sealed bid” by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site

of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1(s) bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE - 6**Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Feedback Form: From where did you get information reg. this tender

1	NEWSPAPER ADVERTISEMENT (NAME OF NEWSPAPER)	
2	BHEL WEBISTE (TENDER NOTIFICATION) (www.bhel.com)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL) (www.eprocure.gov.in)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE (GIVE DETAILS)	

TECHNICAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

THIS TENDER SPECIFICATION IS FOR THE WORK OF "SERVICES OF HLHR (600 MT OR ABOVE CAPACITY) CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECT AT 1X500 MW FGUTPP, NTPC UNCHAHAR STAGE-IV (U.P.) PROJECT".

- 1.1 **CRANE OFFERED SHOULD BE MINIMUM 600 MT OR ABOVE CAPACITY CRAWLER CRANE WITH SUITABLE MAIN BOOM AND FLY/ LUFFING JIB CONFIGURATION TO MEET FOLLOWING REQUIREMENTS.**

CRITICAL LOAD REQUIREMENT TO BE HANDLED BY THE PROPOSED CRANE:

A. GIRDER :

- a) NET WEIGHT OF GIRDER ----- 114 MT
- b) BOTTOM OF GIRDER ----- 85.75 MTR
- c) TOP OF GIRDER ----- 89.52 MTR
- d) GIRDER SPAN ----- 31.7 MTR
- e) GIRDER DEPTH ----- 3.77 MTR
- f) WIDTH OF GIRDER FLANGE ----- 1.4 MTR

Apart from meeting the above requirement, the crane shall be supplied with minimum 24 meter jib.

- 1.2 **OTHER JOBS ALSO HAS TO BE CARRIED OUT BY THE CRANE DURING ITS DEPLOYMENT AT SITE FROM TIME TO TIME AS PER REQUIREMENT WHICH SHALL BE WITH IN ITS CAPACITY AND REACH (AS PER ABOVE MENTIONED CONFIGURATION IN CLAUSE 1.1).**

- 1.3 **Interested parties are requested to visit BHEL FGUTPP, NTPC UNCHAHAR STAGE-IV PROJECT Site to see the site conditions before submitting their offer.**

- 1.4 Hire charges paid will be for 10 hrs. daily (i.e. the normal working hours being followed by BHEL , inclusive of one hour lunch break daily), operation including operator with lubricants and all other consumables excluding weekly off and scheduled Holidays. Spare parts to be replaced during operation of the crane will also be in the scope of Bidder. **Fuel (i.e. Diesel) only shall be provided by BHEL / BHEL's Contractor.** Activities like transportation of Dis-assembled crane to site, unloading of crane components at site, assembly of crane (including Trial operation) at site, dismantling of crane after contract period (including all the extension periods as applicable), loading on to trailers and shifting out from project site shall be included in the scope of work.

For unloading and Assembly at site BHEL shall provide suitable capacity Crane free of cost as and when available at site. For dismantling and loading suitable capacity crane shall be

provided by BHEL as and when available at site after written confirmation from bidder that the crane is being shifted out of project premises.

- 1.5 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 is Customer, and 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.
- 1.6 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.
- 1.7 Mobilization Charges for the Crane shall be paid only after satisfactory commissioning and Load Test of the Crane and after receipt of all Accessories in Good Order & Condition at Site with operating staff, and certification from BHEL Site to this effect.
- 1.8 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.
- 1.9 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 scope.
- 1.10 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 5% overhead as per clause no. 2.7.5 of GCC.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 If the crane becomes idle for more than four hours twice a month due to failure attributable to its own mechanism due to whatsoever reason, the break down period after four hours for making

the crane ready will 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 10 hours.

- 1.15 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.
- 1.16 If the performance of Crane is not satisfactory or there is a total failure of the crane due to any reason whatsoever, the contractor should replace the same and bring substitute Crane within 20 days from outage without any extra cost to BHEL. This 20 days period shall be treated as idle and no hire charges shall be paid. In case of Contractor's failure to do so, BHEL shall make alternative arrangements at the risk and cost of the contractor. The substitute crane shall only be accepted subject to fulfilment of the tender specifications as mentioned in clause no.2. In case the substitute crane is accepted at site, the earlier crane shall be demobilized within 60 days after acceptance of substitute crane, failing which shall attract penalty as per clause no.9 below.
- 1.17 Necessary Insurance Coverage for the Crane including Third Party liability and for the workmen (covering Workmen's Compensation Act) engaged by the Contractor are to be taken at his cost and copy of the same should be submitted to BHEL at Site before work commencement. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/it's employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities. 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.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.

- 1.23 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 its own lights for movement/working in the working area at Site.
- 1.24 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.
- 1.25 The contractor shall arrange for pre-employment medical checkup for all the personnel deployed against this contract and shall submit record for the same. **The personnel to be deployed should possess good health, should be well behaved and polite in nature. Yearly eye vision test of operator is must and test report is to be submitted to site Engineer by contractor.** Other medical tests at such periodicity as prescribed under Schedule-VII of "BOCW Act, 1996" shall also has to be arranged by the contractor for all crane operators deployed under this contract.
- 1.26 Crane operators deployed under this contract shall be properly qualified and no person under the age of 21 years shall be in charge of the crane deployed including any signalman. The operator shall possess valid license for crane operation. Necessary documents are to be submitted while deploying the operator.
- 1.27 No part of the crane shall be loaded beyond safe working load except for the purpose of testing.
- 1.28 The contractor shall comply with all the safety and quality norms of BHEL customer inside the plant premises.

2. DEPLOYMENT DETAILS AND CONTRACT PERIOD

SL.NO.	PROJECT	CRANE	DURATION
1	1X500 MW FGUTPP, NTPC UNCHA HAR STAGE-IV PROJECT (U.P)	HLHR (600 MT OR ABOVE) CRAWLER CRANE	Four months

The Contract Duration Period for Crane Deployment shall be as above, **to be reckoned from the date of complete Commissioning and Load Test duly certified by competent persons/ agencies (under Factories Act, 1948) after receipt of the Crane with all Accessories at Site in Good Order & Condition, as certified by BHEL's Site Engineer.**

The contract may be extended further for two months by mutual consent as per the site requirement after completion of four months. The monthly rate, terms and conditions as per the rate schedule shall remain firm throughout the contract period including extended period (if any). BHEL also reserves the right to short close the contract, if the crane deployed at site is no more required, at any stage of the contract with a notice period of 15 days for short closure without any compensation to the contractor. Hiring charges of the crane, in such case shall be paid on pro rata basis of the monthly rate for the no. of days worked at site. The Crane with Operator, Helpers and service / maintenance staff shall remain available for minimum

cumulative 10 Hours/day inclusive of 1 hour lunch break. The contractor, in coordination with Construction Manager of site, shall obtain the actual deployment date.

CRANE DEPLOYED AT SITE SHOULD PREFERABLY BE SAME AS OFFERED IN THE BID. BHEL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY CRANE, OTHER THAN OFFERED CRANE IN THE BID. IN CASE THE BIDDER DECIDES TO DEPLOY ANY OTHER CRANE (OTHER THAN OFFERED IN THE BID) OF THE SAME OR BETTER SPECIFICATION DUE TO WHATSOEVER REASON, ITS ACCEPTANCE SHALL SOLELY BE AT BHEL'S DISCRETION.

IN SUCH A CASE, THE BIDDER SHALL FURNISH COMPLETE DETAILS OF THE CRANE PROPOSED TO BE DEPLOYED AND DEPLOYMENT SHALL BE DONE ONLY AFTER PERMISSION FROM BHEL.

3. SCHEDULE OF CRANE MOBILIZATION, DEMOBILIZATION & LOCATION

The deployment of the crane shall be from **August' 2015** at site. In case, the deployment date shifts to later date up to two month (i.e. Oct' 2015), it shall be binding on the contractor to deploy the proposed crane as per communicated schedule. If the deployment time shifts by more than two months (i.e. after Oct'2015), this contract shall be short closed with no compensation to any party. However, if both parties i.e. BHEL & the contractor agree for the revised schedule (after two months), the same contract shall remain in force with all other Terms and Conditions remaining unchanged. **However, the Crane with all accessories shall have to be transported & physically mobilized including operator, helper to BHEL FGUTPP, NTPC UNCHAHAR STAGE-IV PROJECT Site within a period of 45 DAYS from the date of notice by BHEL.**

Similarly, the crane shall be demobilized from site within 45 days from the date of intimation by BHEL for demobilization. After 45 days, Penalty shall be applicable as per clause no.9 below.

CONSIGNEE details of FGUTPP, NTPC UNCHAHAR STAGE-IV PROJECT site is as follows:

**THE CONSTRUCTION MANAGER,
BHEL SITE OFFICE,
1x500MW FGUTPP, NTPC UNCHAHAR STAGE-IV PROJECT,
DIST. RAIBARELI (UP)**

4. RATE SCHEDULE

- 4.1 Rates for Monthly Rental of the Crane for four months inclusive of **all lubricants, grease, spare parts, filters, consumables (except fuel), operator, helper, Maintenance staff etc.** based on the working hours as mentioned in clause 1.4 above including Mobilization and De-mobilization charges together for the crane to & from site are to be quoted as **"A"** in the enclosed Price Schedule Format of this Tender. **Evaluation of the Price Bid shall be done based on this quoted rate "A"**.

Based on the quoted rate, Monthly Charges for Crane Hiring would be fixed as per formula = $(Ax0.8)/4$. Mobilization Charges would be fixed as per formula = $(Ax0.1)$ and Demobilization Charges would be fixed as per formula = $(Ax0.1)$. In case of extension period, if any, the Monthly Hire Charges shall be paid only as fixed above and no changes will be made in Mobilization & Demobilization charges.

For recording the hours of operation, vendor is required to maintain a separate register at site, which shall be certified by site engineer. The quoted rates shall remain firm throughout the entire contract tenure including extension period if any as indicated in Clause 2 above. 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.**

- 4.2 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.
- 4.3 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

5. TAXES, DUTIES, LEVIES

The contractor shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges (except service tax as mentioned in Clause No.4.1) 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.

5.1 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services.

Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, 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 registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
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 for payment of Service Tax by BHEL.

Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the breakup of all values for each nature of Service.

Purpose of above requirements, inter alia, is to enable availment of CENVAT credit by BHEL. As per recent amendment time restrictions for taking cenvat credit is within Six months from date of invoice. Wherever CENVAT credit could not be availed by BHEL within statutory time limit of 6 months due to delay in submission of invoice or for any other reason attributable to contractors, liability towards loss of such CENVAT credit shall be passed on to contractors.

5.2 VAT (Sales Tax /WCT)

The rates quoted by the Contractor shall be inclusive of VAT/Sales Tax and BHEL shall not reimburse any amount on this account due to any reason whatsoever.

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.

Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted.

In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing all their material, plant and equipment etc at site for the execution of the work, including arrangement of Road Permits if and as applicable under the relevant VAT Act.

The bidder who do not accept and comply with above provisions, are liable to be rejected against this tender.

5.3 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

5.4 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.

6. TERMS OF PAYMENT

- 6.1 The Contractor shall submit the bill once in a month at the end of each month. **100% payment after necessary statutory & other deductions** shall be released within 30 days 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) Monthly log sheets indicating hours of operation of the crane and availability of operator certified by BHEL Engineer.
 - b) **Invoice in triplicate based on the Monthly Hire Charge Rates as per Rate schedule duly certified by BHEL site Engineer.**
 - c) Mobilization & Demobilization Charges (as per the Rate Schedule), as applicable, with BHEL Site Engineer's certification.
- 6.2 For Crane working beyond working hours, or on weekly off /Holidays with prior permission of the concerned BHEL Site Engineer, the vendor shall be paid on pro- rata Hire Charge as under :

HOURLY RATE FOR WORKING HOURS BEYOND CUMULATIVE WORKING HOURS AND WORKING ON SUNDAY AND HOLIDAYS SHALL BE 25% OF MONTHLY HIRING RATE (i.e. SL.NO. 1 OF RATE SCHEDULE) DIVIDED BY 26 AND FURTHER DIVIDED BY 10 IN ADDITION TO MONTHLY HIRE CHARGES.

6.3 RETENTION AMOUNT

- a) Retention Amount shall be 5% of executed contract value and shall be recovered at the rate of 5% from each Running Bill admitted, including PVC Bills. Retention amount shall always be retained in cash and shall not be released against BG under any circumstance.
- b) 100 % of Retention Amount shall be refunded along with 'Final Bill'.

7. 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.

8. PRICE VARIATION

The rate quoted by tenderers shall **remain firm** during contract period and extension period as indicated in Clause 2 as above.

9. PENALTY

Provision of Penalty shall be applicable for **"Delay in demobilization of crane from site as mentioned in clause no. 3 above as a compensation for storage land/area occupation at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling of 10% of the contract value"**.

10. INSURANCE

10.1 It is the sole responsibility of the contractor to insure his materials, equipments, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/ BHEL in the area of project, which are in force from time to time, will have to be followed by the contractor.

10.2 If due to negligence or non-observance of safety and other precautions by the contractors, any accident/ injury occurs to the property/ manpower belong to third party, the contractor have to pay necessary compensation and other expense, if so decided by the appropriate authorities.

11. LIQUIDATED DAMAGES

Liquidated Damages shall be applicable as per clause no. 2.7.9 of GCC.

12. Others

- I. Clause Nos. 2.6.2, 2.6.3, 2.6.4, 2.6.5, 2.6.6, 2.6.7, 2.6.8, 2.6.9, 2.6.10, 2.6.11, 2.8.6, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.22, 2.23, 2.24 of GCC – Not Applicable
- II. Clause Nos. 1.0, 2.0, 3.0, 4.0, 5.5, 6.0, 7.0, 8.0, 10.0 & 11.0 of SCC – Not Applicable

**“HIRING OF HEAVY DUTY (600 MT OR ABOVE CAPACITY) CRAWLER CRANE AT
1X500 MW FGUTPP, NTPC UNCHAHAR STAGE-IV PROJECT (U.P.) SITE”
UNPRICED RATE SCHEDULE**

S. No.	Description / Item of Work	Single Lump Sum Rate “A” in Rupees	
		In Figures	In words
1	Lump sum Hire Charges for providing services of one No. 600 MT or ABOVE CAPACITY CRAWLER CRANE on hire basis at 1X500 MW FGUTPP, NTPC UNCHAHAR STAGE-IV PROJECT for Four Months inclusive of all lubricants, grease, spare parts, filters, consumables (except fuel), operator, maintenance staff etc. as per Tender Specification & Terms & Conditions with Mobilisation and Demobilisation charges for the above crane.		

Note:

1. Single Lump sum Rate “A” shall be quoted in Rupees by the party.
2. Monthly Charges for Crane Hiring would be fixed as per formula = $(A \times 0.8)/4$
3. One time Mobilization Charges would be fixed as per formula = $(A \times 0.1)$
4. One time Demobilizations Charges would be fixed as per formula = $(A \times 0.1)$
5. L-1 bidder would be decided on the basis of Single Lump sum rate “A” in rupees.
6. In case if there is no RA process and we go for price bid opening and after Price Bid opening, there is a tie among two or more bidders in L-1 rates (i.e. quoting exactly the same LEAST Single Lump Sum Rate “A”), then these bidders shall be intimated separately to submit rebate in Rupees in a ‘SEALED ENVELOPE’. The L-1 shall be the party who offers the maximum rebate and the new Single Lump Sum Rate “A” less the rebate offered.
7. In case of further tie, process of sl no 6 is repeated so as to arrive at a single L-1 Notional rate.
8. The above rate quoted shall be firm for all the model of the cranes offered against this tender throughout the contract period including the extended period if any and no price variation provisions are applicable. In case more no. of models are quoted, the lowest rate amongst the technically accepted models shall be considered.
9. 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.
10. In case of extension period, if any, the Monthly Hire Charges will be paid only as per fixed above and no changes will be made in mobilization & Demobilization charges.

DATE:
PLACE:

SIGNATURE:
NAME OF SIGNATORY:
NAME OF BIDDER:
(SEAL OF THE BIDDER)