

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref:

Date: 25/9/15

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NOTICE INVITING E-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 E-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/GADARWARA/HLHR CRAWLER CRANE/1007	
ii	Broad Scope of job	HIRING OF HLHR CRAWLER CRANE (750MT OR ABOVE CAPACITY) AT 2X800 MW GADARWARA SITE"	
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	1. <u>Sale from BHEL PS Regional office at :</u> Start : 25 /09/15 , Time :0900HRS Closes: 17/10/15 , Time :1200 HRS 2. 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 : 17 /10/15 , Time : 1500 HRS Place : NOIDA	<i>Applicable</i>
vi	OPENING OF TENDER	Date : 17/10/15 <i>(within 2 hours of the latest due date and time of offer submission).</i> Notes:	<i>Applicable</i>

		(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:5/10/15 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. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.
- 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. As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft/Pay Order should be uploaded in the E procurement portal. Hard Copy of the Demand Draft/Pay Order should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details(eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)(**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider-:

M/s M Junction services Limited, Kolkata

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP
Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

The contact details of the service provider are given below:

1. M/s MJUNCTION SERVICES LTD., Kolkata:
Mr. Vipin Singh (Mob: 9717149600), Mr. Ashish Bharadwaj (Mob: 97171 32381)
Mr. Samya Mukherjee (Mob: 91633 48220), Mr. Sumant Chowdhury (Mob: 91633 48104)

2. Customer care Help Desk of M/s MJUNCTION SERVICES LIMITED, Kolkata:
Tel ~ 033 - 66011717 (From 9.30 am to 5.30 pm),
Mob - 91633 48283 - 86/ 85840 08116 (From 5.30 pm to 8.30 pm)
HELPDESK email: eps.customercare@mjunction.in,
The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

3. The contact details of the DSC Certifying Authority as given below

1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on www.bheleps.buyjunction.in

6.0 **Not Used**

- 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 **Not Used**

- 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/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold 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 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. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on www.bhel.com on "**supplier registration page**".

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, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 4 where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

MSEs shall be exempted from payment of tender fee.

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

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 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:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) or Special Conditions of Contract (SCC)
- (iv) Annexure-4: Chartered Accountant certificate for MSMED
- (v) Annexure-5: General Terms and Conditions of Reverse Auction (RA)
- (vi) Annexure-6: Authorization of representative who will participate in the online Reverse Auction Process
- (vii) Annexure-7: Feedback form
- (viii) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	“HIRING OF HLHR CRAWLER CRANE (750MT OR ABOVE CAPACITY) AT 2X800 MW GADARWARA SITE”.
TENDER NO	BHEL/NR/SCT/GADARWARA/HLHR CRAWLER CRANE/1007

SL. NO.	PRE QUALIFICATION CRITERIA
1	<p>Technical</p> <p>a) Bidder shall have the experience of having successfully executed 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 156.4 Lacs. 2. Two similar completed works costing not less than 195.5 Lacs. 3. One similar completed work costing not less than 312.8 Lacs. <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>Financial</p> <p>Bidders should have an average annual financial turnover of minimum Rs.117.3 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>Explanatory Notes:-</p> <ol style="list-style-type: none"> 1. Relevant documents, meeting above requirements shall be submitted by bidders. 2. “Similar Work” as mentioned in sl.no.1a) above shall be defined as providing 250MT or above capacity crawler crane hiring services. 3. “Executed” (as mentioned in sl.no.1a) above) means the bidder should have achieved the Technical Criteria, specified in the QR (as in 1a) above), even if the total contract has not been completed or closed. (The Bidder shall submit the work completion certificate issued by Customer/ Contractor) 4. For QR 1a), value of work is to be updated as per the PVC formula of GCC with Indices for “All India Avg. Consumer Price Index for Industrial Workers” with base month as date of execution and indexed up to two months prior to the bid opening month. This condition will be applicable only for the completed jobs and not for the jobs in progress as on date of technical bid opening. 5. If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. 	

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

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 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	
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	

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	

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 / Deletions in Standard Clause of General Conditions of Contract (GCC) or
Special Conditions of Contract (SCC)**

- 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**

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 per
 the latest audited financial year 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

(Strike off which is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
 Rs.....Lacs for Micro / Small **(Strike off which is not applicable)**

Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

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	

ANNEXURE – 7**Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

TECHNICAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

THIS TENDER SPECIFICATION IS FOR THE WORK OF “SERVICES OF HLHR (750 MT OR ABOVE CAPACITY) CRAWLER CRANE ON MONTHLY HIRING BASIS FOR ERECTION WORK AT 2X800 MW NTPC GADARWARA (M.P.) PROJECT”.

- 1.1 **CRANE OFFERED SHOULD BE MINIMUM 750MT OR ABOVE CAPACITY 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 ----- 150 MT
- b) BOTTOM OF GIRDER ----- 105.51 MTR
- c) TOP OF GIRDER ----- 110.01 MTR
- d) GIRDER SPAN ----- 32.8 MTR
- e) GIRDER DEPTH ----- 4.5 MTR
- f) WIDTH OF GIRDER FLANGE ----- 1.5 MTR

- 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 GADARWARA 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 (including operator, fuel etc.) 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	2X800 MW SUPER THERMAL POWER PROJECT, NTPC GADARWARA (M.P)	HLHR (750 MT OR ABOVE) CRAWLER CRANE	Two 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 one month by mutual consent as per the site requirement after completion of two 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 **January' 2016** at site. In case, the deployment date shifts to later date up to two months (i.e. Mar' 2016), 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 Mar'2016), 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 Gadarwara 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 Gadarwara site is as follows:

**THE CONSTRUCTION MANAGER,
BHEL SITE OFFICE,
2x800MW GADARWARA STPP,
DIST. NARSINGPUR (MP)**

4. RATE SCHEDULE

- 4.1 Rates for Monthly Rental of the Crane for two 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 = $(Ax0.8)/2$. 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 :
- Monthly log sheets indicating hours of operation of the crane and availability of operator certified by BHEL Engineer.
 - Invoice in triplicate based on the Monthly Hire Charge Rates as per Rate schedule duly certified by BHEL site Engineer.**
 - 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 DIVIDED BY 26 AND FURTHER DIVIDED BY 10 IN ADDITION TO MONTHLY HIRE CHARGES.

6.3 RETENTION AMOUNT

- 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.
- 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 insurance 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

UNPRICED RATE SCHEDULE

“HIRING OF HLHR CRAWLER CRANE (750MT OR ABOVE CAPACITY) FOR 2x800MW GADARWARA SITE (M.P)”

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. HLHR crawler crane (750MT or above capacity) on hire basis at 2x800MW Gadarwara Site (M.P) for two 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 = $(A \times 0.8)/2$
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)