

**TENDER SPECIFICATION
NO. BHE/PW/PUR/ARC-CRN /855/OJ**

**Annual Rate Contract for Providing Services for
Break-down Repair, Dismantling and Assembly of
cranes at site under BHEL PS-WR reg:**

PART: I – TECHNICAL BID

BOOK NO.



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

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

TENDER SPECIFICATION NO BHE/PW/PUR/AMC – CRN /855/OJ

NAME OF THE WORK: - **Annual Rate Contract for Providing Services for Break-down Repair, Dismantling and Assembly of cranes at site under BHEL PS-WR reg:**

EARNEST MONEY DEPOSIT: RS...../- (RUPEES ONLY)

LAST DATE & TIME FOR SUBMISSION OF COMPLETED OFFERS:

THESE TENDER DOCUMENTS CONTAINING PART-I TECHNICAL BID AND PART-II PRICE BID, ARE ISSUED TO:

M/s.....

.....

.....

(THESE TENDER DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

DGM (Purchase)

PLACE: NAGPUR

DATE :

C o n t e n t s

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

TENDER SPECIFICATION NO BHE/PW/PUR/ARC–CRN/855/OJ

PROCEDURE FOR SUBMISSION OF SEALED TENDERS & INSTRUCTION TO BIDDERS

The bidders shall keep the Part-1 and Part-2 in separate sealed envelopes prominently super scribed as “Part-I Technical cum Commercial Bid” and “Part-II Price Bid” respectively and also indicating on each of the covers the Tender Specification number and Due Date and time as mentioned in this Tender Specification.

EMD as specified later here shall be submitted in a third envelope super scribed “**EMD for Tender Specification No. BHE/PW/PUR/ARC–CRN/855/OJ.** All the abovementioned three envelopes shall be put in a fourth sealed envelope super scribed “Quotation for Tender Specification No **BHE/PW/PUR/ARC–CRN/855/OJ.**”

Cover-I shall contain:

Part-I (Technical cum Commercial Bid), **Excepting Rate Schedule**, technical details called for in the specification like Check List with Annexure-I, Declaration Sheet, Certificate of No Deviation accompanied with relevant supporting documents shall be submitted as part-I "Technical cum Commercial Bid" only. **No indication of the rates / Prices shall be furnished in Part-1 bid.**

Please enclose one complete set of this tender specification duly filled in at appropriate places, signed and stamped on all pages, as a token of having read and accepted the terms and conditions of this tender specification with an UNPRICED COPY of the price bid. Bidder, in the unpriced copy of the rate schedule, shall highlight and indicate the description and quantity of items for which he quotes prices in sealed price bid.

Cover-II shall contain: Part-II (Price Bid) for Services for Telco Make Crawler Crane Model No.955ALC, TFC280, (Capacity 75 MT), T320 & TFC75 (Capacity 18 /25 MT), Pick & Carry Hydra Hydraulic Escort / ACE., Crawler Crane Fushun 80 MT & 120 MT, Crawler crane TATA KH 500 100 MT, Crawler Crane Zoomlion 100 MT, Crawler Crane Kobelco CKE 2500-II 250 MT, Crawler Crane Model No.FMC Link Belt LS 718 Standard with HLA (Capacity 325 MT), Link Belt LS 248 H Capacity (180 MT), Manitowoc M 1800 600 MT, Manitowoc Truck crane M250 (Capacity 250 MT, Crawler Crane Liebherr LR 1350/1 350 MT.

Sealed envelopes prominently super scribed as “**Part-II Price Bid**” and also indicating on the covers the Tender Specification number and Due Date and time as mentioned in this Tender Specification.

Prices shall be given in Part-II "price bid" in BHEL's specified Price Bid formats enclosed herewith. No Terms and Conditions shall be included/ introduced in this bid. Also no Item Rates or Prices shall be offered other than those specified in BHEL's Price Bid format.

Cover-III shall contain:

Earnest Money Deposit in the manner specified in the general Conditions of Contract. Amount of EMD shall be as specified later here.

Cover – IV shall contain:

Cover-I, Cover-II, Cover-III as above.

The sealed offer in the manner specified above shall be submitted to the office of **AGM /PUR, Bharat Heavy Electricals Limited, 6th Floor, Shree Mohini Complex, 345, Kings way.Nagpur-440001** on or before the Due Date as indicated herein.

Tenderers are requested to make specific note of the following conditions and shall strictly comply with them.

All information as called for in tender specification should be furnished. Please refer the checklist. The details so furnished by bidder should be complete in all respects and as per formats specified in tender specification.

Offers must be submitted without any deviation as stated earlier herein. Bidder may seek clarification, if any, before submission of the quotation.

Offers received with any deviation or without relevant information as described above are liable to be rejected.

Bidders are advised to acquaint themselves with site location and working conditions prior to submitting their offer. No claim for compensation will be entertained on the grounds of non-familiarity with the site condition & working conditions etc.

BHEL reserves the right to accept any offer in full or in part, or accept/reject any or all offers without assigning any reasons whatsoever. . Any clarification required on tender conditions may be sought at least one week before the Last Date of Offer Submission

CHECK LIST

1.	Name of the Bidder with Postal Address		
2.	Name of the Contact Person with Telephone , Fax No.& E-mail address		
3.	Nature of the firm	PROPERIATRY /PARTNERSHIP/LTD	
4.	.Details of EMD	DD No..... Name of the Bank Amount.....	
5.	Validity of Offer (BHEL's Requirement 180 days from due date)	Validity Days	
6.	Whether any conditions stipulated?, Bidder to note that tender with conditions unacceptable to BHEL , shall be rejected.	Yes	No
7.	Copy of work experience Furnished	Yes	No
8.	Whether all the pages of the tender documents are read, understood and signed	Yes	No
9.	Copy of IT Returns of last three years along with copy of PAN Card is furnished.	Yes	No
10.	Certificate of Service Tax Registration	Yes	No.

Note : Strike off 'YES' or 'NO', as applicable

Date :

Signature of Bidder & Seal

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION No. BHE/PW/PUR/ARC-CRN /855/OJ

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

DATE:
WITH SEAL

SIGNATURE OF AUTHORIZED SIGNATORY

Signature of Tenderer's / Name / address

TENDER SPECIFICATION NO: BHE/PW/PUR/ARC-CRN /855/OJ

CERTIFICATE OF NO DEVIATION

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

Date:

Signature of the Bidder

NOTICE INVITING TENDER (Page 1 of 3)

Sealed tenders are invited in two bid system (viz. Part-I: Technical cum Commercial Bid and Part-II: Price Bid) from bidders meeting Qualifying Requirements (QR) as specified later in this NIT. Brief details of job and Tender Specification (T. S.) No. are as under.

Tender Specs. No. BHE/PW/PUR/ARC-CRN/855/OJ

JOB: Annual Rate Contract for Providing Services for Repair & Maintenance, Dismantling and Assembly of cranes at site under BHEL PS-WR

Sale and Web Page Hosting of T.S. documents: 13/05/2011 to 01/06/2011

Last Date and Time for Offer Submission: 02/06/2011* (upto 15 Hrs)

Opening of Technical Bids: 02/06/2011* (at 16:00 Hrs)

*Please obtain latest information regarding these dates from the web page www.bhel.com (Tender Specification → View Corrigendums)

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- Tender Specs documents with complete details are hosted in web page (www.bhel.com). Bidders can directly download the same and use for submission of offer. Tender Document charges shall be paid to BHEL along with or before submission of Offer.
 - Interested bidders may alternately collect hard copy of T.S. documents from this office on all working days within the sale period on payment of Tender Document charges.
 - Tender Specification document Charges: Rs. 2,000/- by DD (in favour of BHEL payable at Nagpur) or by Cash. Courier charges will be Rs. 500/- extra if T.S. documents are requested through courier.
 - BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
 - Bidders who have deposited One Time EMD of Rs. 2.00 Lakhs with BHEL:PSWR: Nagpur will be exempted from submission of EMD with these tenders.
 - Acceptance of any tender shall be subject to it's approval by BHEL's customer.
 - BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.
 - Dates of Price Bid opening will be intimated to bidders later.
 - All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in the web page (www.bhel.com → **Tender Notifications** → **View Corrigendums**) and not in the newspaper. Bidders shall keep themselves updated with all such developments.
 - BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
 - BHEL will operate CPSE purchase preference policy as applicable.

NOTICE INVITING TENDER (Page 2 of 3)

QUALIFYING REQUIREMENTS (QR)

Bidder must fulfill the following Qualifying Requirements concurrently for BHEL to accept the offer on Techno-Commercial ground.

- a) Bidder should have provided services for Repair & Maintenance, Dismantling and assembly of cranes for any Customer/Industry in the last three years period ending 31/03/2011

AND

- b) Average annual financial **turnover (Audited) of Rs 33.0 lakhs** or more over the last three financial years(2007-2008,2008-2009,2009-2010) ending on 31/03/2010.

AND

- c) Net worth of the Bidder based on the latest Audited Accounts as furnished by Bidder in case of 'b' above should be higher than 50% of the Paid-up Capital in case of Companies.

AND

- d) Bidder must have earned cash profit in any one of the three Financial Years as applicable in case of 'b' above based on latest Audited Accounts

GENERAL

- 1) **Timing of sale of Documents:** Tender Specification documents will be issued from BHEL PSWR Nagpur office from 10:00 AM to 4:00 PM on all working days within the period specified in the NIT.
- 2) **Holidays:**
Sale of Tender Documents shall not take place on National Holidays, holidays declared by the Central or State Governments, Sundays, second and last Saturdays and holidays of BHEL PSWR Nagpur HQ.
- 3) **Seeking Clarifications on Tender Specification:**
Clarifications on the Tender Specifications, if any, may be sought by the bidders so as to reach this office at least **seven days before the Due Date** for submission.
- 4) **Fulfillment of Qualifying Requirements:**
A bidder must satisfy **all the Qualifying Requirements** stipulated under 'a', 'b' etc of this tender concurrently in order to get qualified.
- 5) **Customer Approval:** In case customer approval is required for this package, bidder's offer will be accepted subject to approval of bidder by customer.
- 6) **Supporting Documents:**
Bidders shall submit documents in support of possessing "Qualifying Requirements" as under duly self-certified and stamped by the authorized signatory.

- List of jobs done with Name of the Project, Owner of Project, Name of Customer, Work Order Ref. No. & Date, Brief Details of Job, Executed Value, Date of Start, Date of Completion.
- Photocopies of Work Orders issued by the Customer containing details of Bill of Quantities/Schedule of Rates.
- Photocopies of Completion Certificate issued by Customer or Owner of Project.
- Photocopies of audited Profit and Loss accounts accompanied by relevant schedules for turnover figures.

- 7) **Earnest Money Deposit (EMD):** Refundable, Non-interest bearing EMD for each tender is indicated against each job earlier here. Bidders may also opt to deposit “One Time EMD” of Rs. 2.0 lacs and thus be exempted henceforth from payment of EMD with each Erection and Commissioning tender of BHEL-PSWR Nagpur. EMD shall be paid ONLY by **Account Payee Demand Draft** in favour of “Bharat Heavy Electricals Limited” payable at Nagpur.

Those bidders who have already deposited ‘One Time EMD’ earlier need not submit EMD with the present tenders. Please indicate the payment details of the ‘One Time EMD’ in each tender.

8) **Tender Document Cost and Courier Charges:**

Tender document charges @ Rs 2000/- per set and courier charges @ Rs 500/- per set shall be made by Account Payee Demand draft in favour of “Bharat Heavy Electricals limited” payable at Nagpur or in cash payable at cash counter of this Office. Courier charges shall be paid in case bidders requests for dispatch of Tender specifications by courier. In case bidder downloads the Tender specifications etc from web page, they shall remit the Tender document charges (Rs 2000/-) positively along with or before submission of offer.

- 9) **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.

- 10) **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.

Addl. General Manager (Purchase)

BHEL: PSWR: Nagpur

SECTION-3
Offer of the Contractor

AGM/PUR
Bharat Heavy Electricals Limited
Power Sector - Western Region
Shreemohini Complex
345, Kingsway
Nagpur - 440 001

Dear sir,

I/we hereby offer to carry out the work detailed in tender specification no. BHE/PW/PUR/ARC-CRN/855/OJ issued by Bharat Heavy Electricals Limited, Power Sector-Western Region, Nagpur, in accordance with the terms and conditions thereof.

I/we have carefully perused the following documents connected with the above work and agree to abide by the same.

1. Instructions to bidders
2. General conditions of contract
3. Special conditions of contract
4. Other sections, appendices, schedules and drawings.

I/WE HAVE DEPOSITED / FORWARDED HERewith THE EARNEST MONEY DEPOSIT FOR A SUM OF RS./- (RUPEES ONLY) DETAILS OF EMD PAYMENT ARE FURNISHED IN THE CHECK LIST.

I/we further agree to execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Place:
Date:

Signature Of Bidder:
Address:

Witnesses With Their Address

Signature	Name	Address
1.		
2.		

SECTION -4

SPECIAL CONDITION OF CONTRACT

TECHNICAL BID PART -I

Tender Specification No -. BHE/PW/PUR/ARC-CRN/855/OJ

Sub: - Annual Rate Contract for Providing Services for Break-down Repair, Dismantling and Assembly of cranes at site under BHEL PS-WR reg:

The intent of specification is to provide services for Break down Repair, Dismantling and Assembly of BHEL owned cranes at site under BHEL PS-WR. BHEL is intending to avail the services for the following category of cranes as detailed below but not limited to .

Telco Make Crawler Crane Model No.955ALC, TFC280, (Capacity 75 MT), T320 & TFC75 (Capacity 18 /25 MT), Pick & Carry Hydra Hydraulic Escort / ACE., Crawler Crane Fushun 80 MT & 120 MT, Crawler crane TATA KH 500 100 MT, Crawler Crane Zoomlion 100 MT, Crawler Crane Kobelco CKE 2500-II 250 MT, Crawler Crane Model No.FMC Link Belt LS 718 Standard with HLA (Capacity 325 MT), Link Belt LS 248 H Capacity (180 MT), Manitowoc M 1800 600 MT, Manitowoc Truck crane M250 (Capacity 250 MT, Crawler Crane Liebherr LR 1350/1 350 MT.

WORK EXPERIENCE

Bidder should have at least 3 year experience of repair & preventive maintenance; break down Repair, dismantling / assembly of mechanical and hydraulic operated crane of capacity 250 MT & above. In support of work experience, bidder should furnish details work carried out in last three years and current works in hand. Bidder should submit self attested copy of work order / Annual Rate Contract along with technical bid.

The contract shall be governed with the terms & condition as stipulated in tender specification.

1. SCOPE OF WORK

Bidder shall provide the service on demand basis as per BHEL Requirement at various sites under PSWR for the following work.

1. Attending break down calls for the cranes and inspection of cranes.
2. Dismantling, assembly, loading, unloading of crane sub-assemblies / load testing of the crane.
3. Dismantling of the cranes as per the modules identified by the BHEL under loading advice slip for each crane.
4. Supervision for proper tying of consignments on Trailers/Trucks to ensure safe transportation of crane.

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PSWR-NAGPUR
T.S.BHE/PW/PUR/ARC-CRN/855/OJ

5. Identification of assemblies/components, tagging and packing the crane parts in wooden boxes/ crates provided by BHEL and verification of the same on receipt at destination site.
6. Normal service of the crane and load testing after assembly at destination site.
7. Tools needed during repair, dismantling and assembly of crane shall be in contractor scope.
8. Purchasing of sundry spares costing less than 0.5% of the present replacement cost of each crane on BHEL instruction. Payment for the sundry spares will be reimbursed as per the price list of the OEM/OCM or authorized dealers of original equipment manufacturer (OEM)/original component manufacturer (OCM).
9. Re-conditioning of worn out items of cranes shall be carried out by the agency @ 30% of the original spares cost with 6 month warranty.
10. Contractor shall provide services for the cranes located at site under PS-WR or any new site is opened in future. List of present site are as under:-
 1. IOCL Vadodara, Gujarat.
 2. NTPC-Vindhyachal, M.P.
 3. GNVFC-Bharuch, Gujarat.
 4. MSEB Khpakheda, Maharashtra
 5. MSEB Bhusawal, Maharashtra
 6. MSEB, Paras TPS Akola, Maharashtra.
 7. MSEB Parli TPS, Maharashtra
 8. GEB Sikka, Gujarat.
 9. GEB Ukai, Gujarat
 10. SGTPS, Birsinghpur, M.P.
 11. Kutch, Gujarat.
 12. Raigarh, Chhatisgarh.
 13. Bhilai, Chhatisgarh.
 14. Korba, Chhatisgarh.
 15. Shree Maheshwar
 16. Bina, M.P.
 17. Hazira, Gujarat.
 18. Pipavav, Gujarat.
 19. Mauda, Maharashtra.
 20. Satpura, M.P.
 21. Mahan, Maharashtra.
 22. Bela, Maharashtra.
 23. Rihand, M.P.
 24. Chandrapur, Maharashtra.
 25. Amravati, Maharashtra.
 26. Nashik, Maharashtra.

11. The contractor shall equip him self technically to attend all service requirements of the above-mentioned cranes at his own cost.

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

2. BHEL'S OBLIGATIONS

The BHEL shall provide following free of cost for the contractor to render identified services.

- a) Suitable Assist Crane with operator, slings, D-shackles, Manila Ropes, for handling of crane parts is in the BHEL scope. In case BHEL operator is not available, your manpower shall be able to operate the crane.
- b) Welding machine and gas cutting machine if required than same shall be provided by BHEL, Otherwise, it has to be arrange by the contractor
- c) Wooden sleepers for placing the crane assemblies on the trailers.
- d) BHEL shall provide spares needed during the work.
- e) All consumables like Lubricants, Grease, cardium compound, cleaning agent like, cotton waste, kerosene, wire brush and diesel for crane trial test.
- f) Required load for load testing of the crane.

3. VALIDITY OF CONTRACT, PRICE ESCALATION & TERMS OF PAYMENTS.

1. This contract shall be for a period of three years from the date of acceptance of your offer/ date of award of contract. Initially the contract shall be awarded for two year and there after the same is renewable for additional one year at the discretion of BHEL.
2. Bidder shall quote per day rate for the services of "High Skilled Technician (Crane Mechanic /Auto Electrician)" and should be inclusive of local conveyance & incidental expenses.
3. The per day rate payable for the service of Crane Semi Skilled Technician under this contract at the rate of 66.5 %(Sixty Six point five) of the accepted rate for "High Skilled Technician (Crane Mechanic /Auto Electrician)".
4. Generally the work is to be carried out in general shift of 10 hours including lunch break. However, depending up on the requirement / exigencies, the job is to be continued beyond normal working hours or sometimes round the clock.
5. The service charges for High Skilled Technician "Crane Mechanic / Auto Electrician" and Semi-Skilled Technician shall be paid on per day basis for

actual stay at site (Date of arrival to departure) .Any part of day shall be considered as full day for computation of paid service charges provided the services are rendered for more than six hours (excluding lunch break).

6. In case manpower engaged beyond 10 Hours of working (including 1 hour lunch break) or less than 6 hour (excluding lunch break), the payment shall be made on pro-rata basis and shall be calculated as detailed below.

Rate per Hour=Rate per day / 10 Hours.

7. Traveling expenses for to & fro passage shall be limited to AC 3rd Class train fare for High Skilled Technician (Mechanic/Auto Electrician) and 2nd Class sleeper rail fare for Semi Skilled Technician. In case there is no rail connection and traveled by road shall be reimbursed on submission of proof of journey but limited to AC 3rd Class train fare for High Skilled Technician (Mechanic/Auto Electrician) and 2nd Class sleeper rail fare for semi skilled technician.
8. Lodging charges shall be payable @ Rs. 400/- per day for each High Skilled Technician (Crane Mechanic / Auto Electrician) and Semi Skilled Technician (Semi Skilled) and shall be unchanged during the entire contract period. The Lodging charges shall be payable from the day the person reported at site during the working hours and up to the day on which person is relieved from site.
9. Per day Service Charges for Crane Mechanic / Auto Electrician/ Crane Operator and Crane Technician (Semi Skilled) } will be subject to price variation 2 year tenure of rate contract starting based on all India average consumer price index for industrial labour as per the formula given below:-

$$P1= P0(0.1+0.9L1/LO)$$

Where P0 = Present per day rate, P1 = Rate for Extended period. LO = Consumer price index for industrial worker for the month when contract commences. & L1 = Consumer price index for industrial worker of the month from where extension is applicable the next year.

10. **100% payment** will be released against individual work order for the Service utilized and sundry spares under this rate contract and will be released by the ordering authority with in the 45 days of completion of assigned respective work. In case of re-conditioned items, 90 % of the payment will be released and 10% of the payment shall be withheld against the workmanship warranty for 6 months.
11. BHEL is switching on to payment through Electronic Fund Transfer (EFT)/RGITS. In order to implement the new system , the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker:

1. Name of the Company
2. Name of Bank
3. Name of Bank Branch & Branch Code
4. City
5. Account Number
6. Account Type
7. IFSC Code of the Bank Branch
8. MICR Code of the Bank Branch.

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12. The invoice should be submitted in duplicate along with the time sheet / work sheet duly certified by BHEL Engineer and original invoice for sundry spares along with site material (sundry spares) receipt certificate to the ordering authority. The ordering authority may FEX (HQ) Nagpur or BHEL sites. In case the services are called by site, the payment shall be released by respective site on submission of original invoice; however the contractor shall send one copy of invoice to FEX, BHEL. Nagpur.

4.0 EARNEST MONEY DEPOSIT, SECURITY DEPOSIT & BANK GUARANTEE

4.01 Earnest Money Deposit: EMD for this tender is Rs. 1,50,000/- (Rupees One lakhs, Fifty Thousand only). For remittance of EMD and other details pertaining to EMD, please refer **GCC**.

4.02 Security Deposit: please refer **GCC**.

04.3. Guidelines for acceptance of Bank Guarantees are as follows:

- Vendors are advised to obtain BG from any of the following BHEL consortium banks

State Bank of India	The Hongkong and Shanghai banking Corporation Ltd.
ICICI Bank Ltd	ABN Amro Bank N.V
Bank of Baroda	IDBI Ltd
Canara Bank	Punjab National Bank
Citi bank N.A	Standard Chartered Bank
Corporation Bank	State Bank of Travancore
Detshe Bank	State Bank of Hyderabad
HDFC Bank Ltd	Syndicate Bank

- The Bank Guarantees of all Public sector banks shall be accepted (Other than consortium banks also).
- The Bank Guarantees of Co-operative banks shall not be accepted.
- Bank Guarantees of other banks (banks other than consortium bank, public sector bank, & Co-operative banks) can be accepted subject to an overall exposure limit (at BHEL, PSWR, Nagpur) of RS. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given at the time of submission of bank guarantees .

In case Bank Guarantees given by non consortium banks (Private sector or Public sector), the bank Guarantees shall be enforceable at Nagpur, Maharashtra.

5 ORDERING AUTHORITY & DEPLOYMENT OF MANPOWER

The work order for dismantling/ loading, unloading/reassembly of crane, and schedule maintenance shall be placed from BHEL PS-WR Nagpur. Construction Manager of the respective site under PS-WR will place the order for break down calls, maintenance/ inspection visit.

The manpower requirement shall depend up on the nature of work and accordingly BHEL shall issue work order in each occasion indicating the number and category of manpower required. Bidder shall deploy the required manpower as per BHEL's requirement.

6.0 WARRENTY OF SERVICE.

The Contractor shall ensure top class workman ship for work assigned under this contract. Contractor shall submit work completion report against the work assigned at each accession duly certified by Construction Manager of respective site. Report should contain the information regarding the nature of defects; probable reason of break down, components replaced with part No., work carried out and also suggests corrective action need to be taken.

7.RESPONSE TIME.

The contractor shall mobilize his skilled manpower immediately on the call/placement of order by the BHEL. The contractor shall ensure the response time is contained to be 8 hours for the site with in distance of 150 KM. From his place and with in 12-48 hours for the site located beyond 150 KM.

8.COMPLIANCE OF SAFETY REGULATION.

Contractor shall ensure that the person deployed to render the service shall observe all safety norms prevailing at BHEL site at his cost. BHEL will not be responsible for any eventuality arising out of any negligence on the part of contractor in observing the safety norms.

9. COMPLIANCE OF WORKMAN'S COMPESATION INSURANCE.

1. Person deployed to render the services must be insured under the workman's compensation act Policy. The contractor shall keep such policy always current. The contractor at his cost will settle all the claim of contractor's personals under this policy.
2. All statutory requirement as per labour laws, ESI, PF etc to be met by the tenderer.
3. Necessary insurance (covering WC act) for the workmen engaged by the tenderer has to be taken at his cost and the copy of the same should be submitted on award of the work.
4. An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of this tender shall be borne by the tenderer.

10. INSURNACE OF BHEL OWNED T&Ps

All the T&Ps belonging to BHEL and handled by the contractor for the assigned services are covered by Insurance policy of the BHEL. However contractor will take due care to ensure completion of the job with out causing any damages. The contractor will not be responsible for accidental damages caused by insured perils. The contractor shall also co-ordinate to complete the procedure of survey/ assessment of loss by the insurers.

11.0 TAXES, DUTIES, LEVIES (Rev 01 dated 15/03/2011)

11.1.1

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

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

11.1.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 10.3 %) on the admitted bill value.

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

- I. The name, address and the registration number of the contractor,
- II. The name and address of the party receiving taxable service,
- III. Description, classification and value of taxable service provided and,
- IV. The service tax payable thereon.

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

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

11.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on production of proof of payment made to the authorities by the Contractor. In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. 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.

11.1.4 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.

11.1.5 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.

11.1.6 Submission of Periodical Reports

Contractor shall submit periodical reports in respect of following aspects of operation:

- 1) Consumption of welding electrodes and gases
- 2) Consumption of construction power
- 3) Manpower reports
- 4) Daily and Monthly Progress reports
- 5) Field calibration reports

BHEL at site will inform formats for these reports.

11.1.7 It is the responsibility of the contractor to arrange gate pass for all his employees, T&P etc. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer/ BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permit for working beyond normal working hours

11.2 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
- iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
- iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

12. REJECTION OF TENDER & OTHER CONDITION

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning reason whatsoever: -

- To reject any or all the tenders.
- To split up the work amongst two or more tenderers.
- To award the work in part.
- Either of the contingencies stated above to modify the time for completion suitably.
- Conditional and Unwitnessed tenders, tender containing absurd unworkable rates and tenders which are incomplete or otherwise defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

13.0 PRICE BID EVALUATION CRITERIA & AWARD OF CONTRACT

BHEL is intending to engage more than one agency in each category in addition to the agency whose quoted/ accepted rate found to be lowest. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidders (L-2, L-3 & L-4.....so on) for their acceptance for further award of work, however on acceptance of rate and as well other provision of tender specification, the preference shall be given to the bidders in order of their price status in order of their standing (i.e. L-2 will be given first preference in case all agree for the rate). On award of the work to next bidder other than L-1 bidder, the service shall be engaged in rotation in terms of service call.

14.0 GENERAL

1. In case of any contradiction between "General Condition Of Contract" & "Special Conditions of Contract" of this Tender Specification, the provisions of Special Condition of Contract shall prevail.
2. In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

Annexure-I

DETAILS OF WORK EXPERIENCE FOR CRANES

{Telco Make Crawler Crane Model No.955ALC, TFC280,(Capacity 75 MT) ,T320 & TFC75 (Capacity 18 /25 MT) , Pick & Carry Hydra Crane Make Escort / ACETelco Make Crawler Crane Model No.955ALC, TFC280, (Capacity 75 MT), T320 & TFC75 (Capacity 18 /25 MT), Pick & Carry Hydra Hydraulic Escort / ACE. Crawler Crane Model No.FMC Link Belt LS 718 Standard with HLA (Capacity 325 MT), Link Belt LS 248 H Capacity (180 MT), Telco KH 500 (Capacity 100MT), Manitowoc Truck crane M250 (Capacity 250 MT Crane} DURING THE LAST THREE YEARS

SL. NO.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIP-TION OF WORK	WORK ORDER REF & date	Work done for Which Make & Model of Crane

SIGNATURE OF TENDERER WITH SEAL

- PLEASE USE ADDITIONAL SHEET IF NEEDED IN THE SAME FORMAT.
- PLEASE ENCLOSE COPIES OF WORK ORDERS/ RATE CONTRACT, SPECIFY WHETHER WORK EXECUTED FOR ASSEMBLY OR DISMANTLING, OR REPAIR / BREAK DOWN MAINTNEANCE.

BHARAT HEAVY ELECTRICALS LIMITED
PSWR-NAGPUR
T.S.BHE/PW/PUR/ARC-CRN/855/OJ