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TENDER SPECIFICATIONS

TENDER NO. BHEL/ NR/SCT/ ANPARA D/ 600MTCRANE TRANS/ 702

FOR

“TRANSPORTATION OF CRAWLER CRANES OF 600 MT LIFTING CAPACITY (LIEBHERR –CRAWLER CRANE LR 1600/2) FROM MUMBAI PORT TO BHEL- ANPARA-D THERMAL POWER PLANT OF 2 X 500 MW UNITS (UNIT 6 & 7) OF UPRUVNL AT ANPARA , SONEBHADRA , UP.”

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)**



ISO 9001-2000, ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120-2515476 / 2515464 / 2515479
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TENDER NO. BHEL/ NR/SCT/ ANPARA D/ 600MTCRANE TRANS/ 702

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northren Region,

Plot No. 25 , Sector - 16A , Noida

Distt.Ghaziabad, NOIDA – 2 01301.INDIA

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TENDER NOTICE

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Transportation of Crawler Cranes of 600 MT Lifting Capacity (LIEBHERR – Crawler Crane LR 1600/2) from Mumbai Port to BHEL- Anpara-D Thermal Power Plant of 2 x 500 MW units (UNIT 6 & 7) of UPRUVNL at Anpara , Sonbhadra , UP.

TENDER NO. BHEL/ NR/SCT/ ANPARA D/ 600MTCRANE TRANS/ 702

QUALIFYING REQUIREMENTS (QR):

SL. No.	CRITERIA
1.0	Tenderer who wish to participate should have carried out during the last 7 (seven) years, ending on last date of submission of bid. (Relevant document in support of above shall be submitted.)
1.1	One single work of similar nature of Transportation Of Crawler Crane of 480 MT Lifting Capacity or more.
	OR
1.2	Two works of similar nature of Transportation Of Crawler Cranes of 300 MT Lifting Capacity or more.
	OR
1.3	Three works of similar nature of Transportation Of Crawler Crane of 240 MT Lifting Capacity or more.
2	Bidder shall be IBA approved transporter and documents shall be furnished in evidence of the same.
2.0	Tenderers should also have an average annual turnover of minimum of Rupees 360 lacs based on the audited accounts of last three financial years (2006-07, 2007-08 & 2008-09). Bidders shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.

OTHER INSTRUCTIONS :

- i. The Tender Documents comprise of following:
 - (a) General Conditions of Contract
 - (b) Special Conditions of Contract, Tender Notice, Project Synopsis etc.
 - (c) Rate Schedule

(d) Detailed Technical Specifications and Drawings

Bidder who submits the incomplete bid will be disqualified from this tender.

- ii. Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site. Bidder(s) downloading the tender documents from the web site, shall remit **Rs.1000/- (Rupees One thousand only)** in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer.
- iii. Bidder(s) can also purchase hard copy of tender documents from this office. Tender documents (non transferable) will be issued on all working days between 09.30 Hrs. to 12.30 Hrs within the sale period i.e **upto 27.04.2010** on payment of **Rs.1000/- (Rupees One thousand only)** (non-refundable) either in cash or by crossed demand draft in favour of BHEL, NOIDA. Request for issue of tender document should clearly indicate Tender No. and work.
- iv. Tenders must be submitted to the undersigned in Room No. 104 **latest by 27.04.2010** before opening of technical bids commences. Technical bids shall **be opened at 15.30 Hrs. on 27.04.2010.**
- v. Earnest Money Deposit (EMD): Refundable, Non-interest bearing **EMD of Rs 1,00,000/-** shall be deposited by Account Payee Pay Order 'OR' Demand Draft in favour of " Bharat Heavy Electricals Limited" payable at Delhi/ NOIDA. Those bidders who have already deposited ' One Time **EMD of Rs 2,00,000/-** with BHEL, PSNR, NOIDA need not submit EMD with the present tender.
- vi. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
- vii. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- viii. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- ix. BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.
- x. **Unsolicited rebate/ discount shall not be accepted after bid opening.**

DGM/ SCP



ISO 9001-2000, ISO 14001
and OHSAS 18001
certified company

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

PS-NR, Plot No. 25 , Sector - 16A , Noida

Distt. Gautam Budh Nagar, NOIDA – 201 301.(U P)

Phone: 0091-0120-2515476 / 2515464 / 2515479

Fax 091-0120-2515464 / 2515476

Email: sshukla@bhelnsnr.co.in / swapan@bhelnsnr.co.in

DOMESTIC NOTICE INVITING TENDER

LAST DATE OF SALE : 27.04.2010

DATE OF SUBMISSION : 27.04.2010

NIT NO. / NAME OF WORK

TENDER NO. BHEL/ NR/SCT/ ANPARA D/ 600MTCRANE TRANS/ 702

Sealed tenders are invited from the contractors fulfilling qualifying requirements for the Transportation of Crawler Cranes of 600 MT Lifting Capacity (LIEBHERR – Crawler Crane LR 1600/2) from Mumbai Port to BHEL- Anpara-D Thermal Power Plant of 2 x 500 MW units (UNIT 6 & 7) of UPRUVNL at Anpara , Sonbhadra , UP.

NOTES

1. Purchase Preference will be given to CPSU as per Govt. Guidelines.
2. Please visit our website at www.bhel.com for details.
3. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper

DGM / SCP

TENDER NO. BHEL/ NR/SCT/ ANPARA D/ 600MTCRANE TRANS/ 702	
SPECIAL CONDITIONS OF CONTRACT (WORKS)	PAGE 7 O 41

**BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
HRDI & PSNR COMPLEX, PLOT NO. 25 SECTOR-16A,
NOIDA, DISTT. -GAUTAM BUDH NAGAR –201 301**

PROCEDURE FOR SUBMISSION OF SEALED TENDERS:

The tenderers must submit their tenders as required in **two parts** in separate sealed covers **prominently superscribed as Part-I Technical bid and Part-II ,Price bid** also indicating on each of the cover tender specification no., date and time as mentioned in tender notice.

TECHNICAL BID (COVER-I)

Except **Price bid Part-II**, complete set of tender document consisting of General conditions of Contract, “Technical specification & Special terms and condition” (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. All schedules, data sheets and details called for in the specification shall also be submitted along with technical bid. All details / Data / Schedules including offer letter duly signed and stamped are to be **submitted in duplicate**.

PRICE BID (COVER-II)

Tenderers may please note that price bid is **to be submitted only in original copy** of Tender i.e. Price bid (Part-II) issued by BHEL and no duplicate copy of same is required.

These Two separate covers i.e. cover I & II shall together be enclosed in a **third envelope (Cover-III)** and this sealed cover shall be superscribed with tender specification No., due date, time and submitted to officer inviting tender as indicated in tender notice on or before due date as indicated.

PROJECT SYNOPSIS

1. Name of the Owner : UTTAR PRADESH RAJYA VIDYUT UTPADAN
NIGAM
2. Address : ANPARA-D THERMAL POWER STATION
District : SONE BHADRA
UTTAR PRADESH
3. Installed capacity : New project
4. New Installation : 2 x 500 MW
5. Nearest Railway station : Singrauli – 20 km
Renukoot - 40 km
Varanasi - 200 km
6. Nearest City : Varanasi -200 km
7. Nearest Airport : Varanasi – 200 km
8. Maximum Temperature : 48 Deg C
9. Minimum temperature : Appx 2 Deg C

SECTION- I

GENERAL INSTRUCTIONS TO TENDERERS

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) super-scribing the name of work as given in the tender notice.
2. The tender shall be addressed to : OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
3. Tenders submitted by post shall be sent as "**REGISTERED/ SPEED/ COURIER POST**" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet may be considered as per terms of NIT.
4. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
5. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall atonce contact the authority inviting the tender for clarification before the submission of the tender.
6. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge.
7. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete acceptance thereof. The information furnished shall be complete by itself.
8. The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
9. All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
10. **QUALIFICATIONS OF TENDERERS** : Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

- 11 **DATA TO BE ENCLOSED** : Full information shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.
- 11.1 **FINANCIAL STATUS** : Financial viability as per proforma enclosed at **ANNEXURE-`A`**
- 11.2 **INCOME TAX PERMANENT ACCOUNT NUMBER** : Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, etc. shall be furnished along with tender.
- 11.3 **PREVIOUS EXPERIENCE** : A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per proforma enclosed at **ANNEXURE-B.**
- 11.4 **ORGANISATION CHART** : The organisation pattern that are totally available with him and that will be employed by the tenderer for this work in the form of monthwise and categorywise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per proforma enclosed at **ANNEXURE-`C`.**
- 11.5 An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
- 11.6 **IN CASE OF AN INDIVIDUAL** : His full name, experience, address and nature of business.

OR

IN CASE OF PARTNERSHIP FIRMS : The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.

OR

IN CASE OF COMPANIES : Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

- 11.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the tenderer is having and those that will be deployed on this job as per proforma enclosed at **ANNEXURE-`D`.**
- 11.8 In addition to the above, the particulars required elsewhere in tender documents.

NOTE : In terms of clauses 11.1 to 11.8 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

- 12 **EARNEST MONEY DEPOSIT** : Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms.

NOTE : Bank Guarantee, Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted.

- 12.1 **Cash(As permissible under Income Tax Act)** : The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited and cash receipt issued by him shall be enclosed alongwith the tender.
- 12.2 Pay Order or Demand Draft in favour of Bharat Heavy Electricals Limited, Noida.
- 12.3 Tenders received without Earnest Money in full in the manner prescribed above will not be considered.
- 12.4 The Earnest Money Deposit of the successful tenderer will be retained towards part of Security Deposit.
- 12.5 In the case of unsuccessful tenderers, the Earnest Money will be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- 12.6 BHEL reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,
- (a) After opening of Tender, revokes his tender within the validity period or increases his earlier quoted rates.
- (b) Does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of contract.
- 12.7 EMD shall not carry any interest.
- 12.8 Tenderers, who so ever desires, may deposit one time Earnest Money Deposit of Rs. 2,00,000/- in cash(**As permissible under Income Tax Act**) /DD/pay order only with the cashier of BHEL. Tenderers who furnish one time EMD as above, will not be required to furnish EMD time and again alongwith their tenders submitted to BHEL/ PSNR. However they will be required to indicate the cash receipt No. and date of one time EMD in all their tenders.
- 13 **AUTHORISATION AND ATTESTATION** : Tenders shall be signed by persons duly authorised / empowered to do so. Certified copies of such authority and relevant documents shall be submitted alongwith the tenders.
- 14 **VALIDITY OF OFFER** : *THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF SIX MONTHS FROM THE DATE OF OPENING OF TENDERS.* In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 15 **EXECUTION OF CONTRACT** :The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute an agreement in the prescribed form as per **ANNEXURE-I'** with the BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment.
- 16 **SECURITY DEPOSIT** : Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit within the time specified in the Letter of Intent for satisfactory completion of work.
- 16.1 The total amount of Security Deposit shall be as follows :
- (a) In case of work costing upto 10 lakhs : 10% of the contract value.

- (b) In case of work costing above Rs 10 lakhs and upto Rs 50 lakhs : 1 Lakh + 7.5 % of the amount exceeding Rs. 10 Lakhs.
- (c) In case of work costing more than Rs 50 lakhs : 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs.
- 16.2 The Security Deposit will be deposited within 15 days from the date of issue of Letter of Intent but before start of work in any one of the following forms :-
- (a) The total Security Deposit as indicated in the Letter of Intent in **cash** (As permissible under Income Tax Act).
- (b) Pay Order, Demand Draft in favour of BHEL.
- (c) Local cheques of scheduled banks, subject to realization.
- (d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- (e) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- (f) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act . The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- (g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- (h) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- 16.3 The security deposit shall not carry any interest.
- NOTE:** Acceptance of Security Deposit against Sl. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 16.4 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 16.5 The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be upto the period of completion of work as stipulated in the Letter of Intent + 2 months and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
- 16.6 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

- 16.7 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 16.8 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of Bharat Heavy Electricals Limited, in such a manner that the same can be realised fully without referring to the Contractor. BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.
- 16.9 BHEL reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.
- 16.10 **RETURN OF SECURITY DEPOSIT** : If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.

NOTE : All the BGs are to be submitted as per BHEL/PSNR performa.

- 17 **No interest** shall be payable by BHEL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.
- 18 **REJECTION OF TENDER AND OTHER CONDITIONS:**
- 18.1 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 any reasons whatsoever.
- (a) To reject any or all of the tenders.
 - (b) To split up the work amongst two or more Tenderers.
 - (c) To award the work in part.
 - (d) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.
- 18.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 18.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at its discretion unless the firm retains its character.
- 18.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the

contract. BHEL may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

- 18.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 18.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 18.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed to the fact alongwith the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
- 18.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
- 18.9 **NO DEVIATIONS** to the tender conditions will normally be accepted. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the tenderer's offer.

SECTION - II

GENERAL TERMS AND CONDITIONS

- 19.0 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 19.1 **BHEL** (or B.H.E.Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956, with its Registered Office at BHEL HOUSE, SIRI FORT, NEW DELHI-110049 or its authorised officers or its Engineer or other employees authorised to deal with any matters with which these persons are concerned, on its behalf.
- 19.2 **GENERAL MANAGER** shall mean the Officer in Administrative charge of the contracting Unit of BHEL.
- 19.3 **ENGINEER or ENGINEER-IN-CHARGE** shall mean Engineer deputed by BHEL. The terms includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of BHEL at the site as well as the officers in charge at Head Office.
- 19.4 **SITE** shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.
- 19.5 **CLIENTS OF BHEL or CUSTOMER** shall mean the project authorities to whom BHEL is supplying the equipment.
- 19.6 **CONTRACTOR** shall mean the individual, firm or company who enters into contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- 19.7 **CONTRACT or CONTRACT DOCUMENT** shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by BHEL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL in the Letter of Intent and incorporated in the Agreement.
- 19.8 **GENERAL CONDITIONS OF CONTRACT** shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.
- 19.9 **TENDER SPECIFICATIONS** shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are required to submit their offer. Individual Specifications Number will be assigned to each tender specifications.
- 19.10 **TENDER DOCUMENTS** shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).
- 19.11 **LETTER OF INTENT** shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

- 19.12 **`COMPLETION TIME'** shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.
- 19.13 **`PLANT'** shall mean and connote the entire assembly of the plant and equipment covered by the Contract.
- 19.14 **`EQUIPMENT'** shall mean all equipment, machineries, materials, structurals, electricals and other components of the plant covered by the Contract.
- 19.15 **`TESTS'** shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by BHEL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part there of.
- 19.16 **`APPROVED', `DIRECTED' or `INSTRUCTED'** shall mean approved, directed or instructed by BHEL.
- 19.17 **`WORK' or `CONTRACT WORK'** shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- 19.18 **`SINGULAR' and `PLURAL'** etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of Individuals, whether incorporated or not.
- 19.19 **`HEADINGS'** The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.
- 19.20 **`MONTH'** shall mean calendar month.
- 19.21 **`WRITING'** shall include any manuscript, type written or printed statement under the signature or seal as the case may be.
- 20 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:** The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Delhi/ New Delhi, having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.
- 21 **ISSUE OF NOTICE** The Contractor shall furnish to the Engineer, the name, designation and address of his authorised agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address either of the contractor or his authorised agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.
- 22 **USE OF LAND** No land belonging to BHEL or its customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

23 COMMENCEMENT AND COMPLETION OF WORK

- 23.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
- 23.2 If the successful tenderer fails to commence the work within the stipulated time, BHEL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.
- 23.3 All the works shall be carried out under the direction and to the satisfaction of BHEL.

24 MEASUREMENT OF WORK AND MODE OF PAYMENT

- 24.1 All payments due to the contractors shall be made by e mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
- 24.4 The measurement of work will be entered in the Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
- 24.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from Competent authority is obtained to the contrary.
- 24.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of BHEL under this contract.
- 24.7 Measurement shall be taken jointly by persons duly authorised by BHEL and the Contractor.
- 24.8 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such remeasurement shall be borne by the Contractor.
- 24.9 ***Passing of bills covered by such measurements does not amount to acceptance by BHEL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.***
- 24.10 Final measurement bill shall be prepared in the proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.

25 RIGHTS OF BHEL

BHEL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

- 25.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the contracted work without written permission of BHEL, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including BHEL's supervision charges and overheads from Security Deposit/ other dues.
- 25.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit BHEL's commitments to its customer or in case BHEL decides to advance the completion due to other emergent reasons/ BHEL's obligation to its customer.
- 25.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :
- (a) Contractor's continued poor progress.
 - (b) Withdrawal from or abandonment of the work before completion of the work.
 - (c) Corrupt act of the contractor.
 - (d) Insolvency of the contractor.
 - (e) Persistent disregard of the instructions of BHEL.
 - (f) Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - (g) Non-fulfillment of any contractual obligations.
- 25.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.5 To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, 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.**
- 25.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case BHEL's contract with its customer is terminated for any reason.
- 25.7 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 25.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.9 In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Contractor.
- 26.0 **CONSEQUENCES OF CANCELLATION**

- 26.1 Whenever BHEL exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 26.2 In case BHEL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

27.0 FORCE MAJEURE

- 27.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- 27.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to BHEL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.
- 28.0 **ARBITRATION** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the contract, enlarge the time for making the award. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.

---X---X---

ANNEXURE-A**FINANCIAL VIABILITY**

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
3. Value of fixed Assets of the business in last three years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any enjoyed by the firm).
6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)
With Stamp

NOTE:

All the above documents should be duly certified by auditors/ Bank as may be applicable.

ANNEXURE – B

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

S.No.	Agency By whom Awarded	Location of project	Capacity & unit nos.	Scope of work and tonnage	Date of award	Contract value
1	2	3	4	5	6	7

%age work completed and due date for completion	Date of completion if job is already over	No. of skilled/ unskilled workers deployed at peak	No. of Engrs. & Super- visors deployed at peak	Details of major T&P like cranes, Tractor Trailors, Winches, welding M/cs supplied	Consumables by whom
8	9	10	11	12	13

(SIGNATURE OF TENDERER)
WITH STAMP

ANNEXURE – D

(A) STATUS OF TOOLS & PLANTS

S.No.	Name of Equipment	Quantity owned no. wherever Applicable	Registration wherever proof of Ownership	Documents enclosed for	Location	Present to be deployed for this job	Quantity proposed

ANNEXURE - E

DECLARATION SHEET

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorised representative's signature with name and address.

ANNEXURE - F

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

NOTE : Tenderers are requested to fill in the following details and no column should be left blank

1. Name and address of the tenderer
2. Telegraphic/ telex address
3. Phone No. (Office)/ Fax No.
4. Name & designation of the official of the tenderer to whom all the references shall be made.
5. Tenderer's proposal No. & date
6. Whether EMD submitted (By cash/Pay order / bank draft) by.....
7. Validity of offer/ rates quoted for six months from the date of opening of tender Yes/No
8. Financial Status as per Clause 11.1 (in the format as per Annexure-A) Yes/No
9. Income tax Clearance certificate as per Clause 11.2 Yes/No
10. Details of experience as per clause 11.3 (in the format as per Annexure-B) Yes/No
11. Monthwise & Categorywise manpower deployment plan as per Clause 11.4 (in the format as per Annexure-C) Yes/No
12. Attested copy of power of attorney as per clause 11.5 Yes/No
13. Details about type of the firm as per clause 11.6 Yes/No
14. Status of T&P and monthwise deployment plan as per clause 11.7 (in the format as per Annexure-D) Yes/No
15. Analysis of unit rate quoted as per Clause 11.8 (in the format as per Annexure-E) Yes/No
16. Declaration sheet as per clause 11.09 (in the format as per Annexure-F) Yes/No

Date _____

(SIGNATURE OF TENDERER)
WITH STAMP

WITNESS
(SIGNATURES WITH FULL PARTICULARS)

1.

2.

ANNEXURE - G

AGREEMENT

Agreement No. and Date _____
 Name of the Work _____

Name of the Contractor with
 full address _____

Value of work awarded _____

Letter of Intent No. and Date _____

Scheduled Commencement Date _____
 Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2000 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.
 AND

M/S _____ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s -----state that they have acquired and possess extensive experience in the field of -----

And Whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the contractor submitted their offer No.- -----dated -----And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated -----and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated -----for a sum of Rs.-----executed by ----- in favour of BHEL towards Security Deposit valid upto -----
 OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.----- executed by ----- in favour of BHEL valid upto ----- and has

agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.------(Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That BHEL shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

12. That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That BHEL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----
and the documents specified therein.
2. Contractor's Offer No-----
dated-----.
3. _____
4. _____
5. _____
6. Letter of Intent No _____ dated _____.
7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

- 1.
- 2.

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

WITNESS

- 1.
- 2.

(For and on behalf of BHEL)

ANNEXURE – H

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by ----
----- (Bank) hereinafter called the "The Guarantor" (which expression shall
unless repugnant to the context or meaning thereof be deemed to include its successors and
assigns) in favour of M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) a
company incorporated under the Companies Act, 1956, having its registered office at BHEL
House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Power Sector – Northern
Region, Noida, Distt. Gautam Budh Nagar, (UP) hereinafter called "The Company" (which
expression shall unless repugnant to the context or meaning thereof by deemed to include its
successors and assigns)

WHEREAS -----(hereinafter referred to as the
Contractor) have entered into a contract arising out of Letter of Intent no.----- dt.-----
----- (hereinafter referred to as "the contract") for the construction of ----- with the
company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the
company a sum of Rs.----- (Rupees-----) towards
security deposit for due and faithful performance of the contract in the form and manner
specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of
the arrangement arrived at between the contractor and the Guarantor, the Guarantor has
agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance,
observance or discharge of the Contract by the contractor and further unconditionally and
irrevocably undertake to pay to the Company without demur and merely on a demand, to the
extent of Rs.----- (Rupees-----) against any claim by the company
on them for any loss, damage, costs, charges and expenses caused to or suffered by the
company by reasons of the contractor making any default in the performance, observance or
discharge of the terms, conditions, stipulations or undertakings or any of them as contained in
the contract.

The decision of the company whether any default has occurred or has been committed
by the contractor in the performance, observance or discharge of any of the terms, conditions,
stipulations or undertakings or any one of them as contained in the contract and / or as to the
extent of loss, damage, costs, charges and expenses caused to or suffered by the company by
reason of the contractor making any default in the performance, observance or discharge of
any of the terms, conditions, stipulations or undertakings or any one of them shall be
conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits
or denies the default or questions the correctness of any demand made by the company in any
Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the
Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of
the contract or extend time of performance by the contractor or to postpone for any time and
from time to time any of the powers exercisable by it against the contractor and either enforce
or forebear from enforcing any of the terms and conditions governing the contract or securities

available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at New Delhi / Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank

(Signatory No.-----)

WITNESSES

1. Name & Address
2. Name & Address

Notes :

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted / accepted under seal cover

LIST OF MEMBER BANKS

1. State Bank of India
CAG Branch,
10th Floor, Vijaya Building,
Barakhamba Road,
New Delhi – 110001.
2. Canara Bank
74, Janpath,
New Delhi – 110001.
3. Punjab National Bank,
74, Janpath,
New Delhi – 110001.
4. Bank of Baroda,
Corporate Banking Branch,
11th Floor, BOB Building,
Sansad Marg,
New Delhi – 110001.

State Bank of Hyderabad,
Surya Kiran Building, K.G. Marg,
New Delhi – 110001.
5. State Bank of Mysore,
Antriksh Bhawan, K.G. Marg,
New Delhi – 110001.
6. State Bank of Mysore,
Industrial Finance Branch,
18, Ramanashree Arcade,
M.G. Road, Bangaloe – 560001.
7. State Bank of Travancore,
Travancore House, IF Branch,
K.G. Marg, New Delhi – 110001.
8. Deutsche Bank,
Tolstoy Marg,
New Delhi – 110001.
9. HDFC Bank Ltd.,
5th Floor, HT House,
K.G. Marg,
New Delhi – 110001.
10. Citi Bank N A
Jeevan Vihar Building,
Sansad Marg,
New Delhi – 110001.
11. Standard Chartered Bank,
H2 Block, Connaught Place,
New Delhi – 110001.
12. ICICI Bank Ltd.,
ICICI Tower,
Bisham Pitamah Marg,
Pragati Vihar,
New Delhi – 110003.
13. IDBI Bank Ltd.,
19, K.G. Marg,
Surya Kiran Building,
New Delhi.
14. HSBC Ltd.,
ECE House,
28 KG Marg,
New Delhi – 110001.

SPECIAL CONDITIONS OF CONTRACT

This Tender enquiry is for **Transportation of Crawler Cranes of 600 MT Lifting Capacity (LIEBHERR –Crawler Crane LR 1600/2) from Mumbai Port to BHEL-Anpara-D Thermal Power Plant of 2 x 500 MW units (UNIT 6 &7) of UPRUVNL at Anpara , Sonebhadra , UP** as per details given below;

1.0 SCOPE OF WORK

Sl. No.	Crane Description	Despatching Site	Receiving Site	Approx. Distance	Tentative schedule of Commencement of work
1	600 MT Crane (LIEBHERR – CRAWLER CRANE LR 1600/2)	Mumbai Port	BHEL, Anpara Site (Sonebhadra)	1750 KM	Within 7 days from the date of issue of LOI

- 2.0 Lumpsum price** is to be quoted for transportation of the **crane** as per rate schedule in part II, Price bid.
- 3.0 TAXES AND DUTIES: Price quoted shall be inclusive of all taxes except service tax. TDS under Income Tax, Sales Tax, Vat etc,** if any, shall be deducted at prevailing rates on gross invoice value from the running bills unless Exemption Certificate from appropriate Authority / Authorities is furnished. Service Tax as applicable shall be paid by BHEL, as per existing Govt guidelines, on actual against documentary evidence.
- 4.0 The contractor is required to commence the work within 7 days from the date of issue of letter of intent unless BHEL decides to fix any other later date. Entire work for transportation of the **crane** under this contract is required to be completed, in all respect, **within 35 days** from the schedule date of start of work. The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of BHEL. The contractor shall collect materials at Sea Port and should be in touch with BHEL, ROD, Mumbai office OR clearing agent for collecting the materials in time.
- 5.0 **BHEL will intimate schedule date of start of work with a notice period of 7 days and transporters are required to place their vehicles as per the scheduled date given by BHEL. The completion schedule of 35 days will be counted from the scheduled date of start of work intimated by BHEL. However, detention period, as certified by BHEL Engineer, will not be accounted for the purpose of completion schedule.**
- 6.0 **Photography of each trailer showing clear view is required to be taken after Lacing of loaded Booms/ Boom Inserts/ Jib/ Jib Inserts on the trailer & should be submitted by the bidder prior to shipment. If required trailer bed to extended by contractor at free of cost to accommodate the over.**

- 7.0 **Vendor shall guarantee & deploy the trailers in sound condition capable of safe transportation of crane components.**
- 8.0 During transportation of vehicles carrying consignments a daily report on the movement of trailers/trucks indicating location to be mailed or faxed to BHEL. The contractor shall also provide contact details of his personnel responsible for giving daily report of movement of vehicles.
- 9.0 Detail of the CRANE is enclosed in Annexure. Bidders are required to make their own assessment for deployment of Trailers, trucks etc. for transportation of 600 MT crane. **However, Transporter shall furnish 'Loading Plan indicating against each item, the type of vehicle (Capacity & dimension) proposed to be deployed.**
- 10.0 **In case, the transporter deploy and transport the crane on under rated capacity trailers, BHEL reserve the right to make recovery @ 5% of the ordered value, at the sole discretion of BHEL Engineer.**
- 11.0 Under any circumstances, Booms/Boom inserts/Jib/Jib Inserts shall not be clubbed with any other item like counterweight, Hook Block, Side Frame etc. During transportation, Boom/Boom insert/Jibs are to be supported on trailer with adequate number of sleepers of length equaling the entire width of trailer.
- 12.0 Transporter shall deploy roadworthy vehicles duly insured as per MVI norms.(Vehicles should have interstate permit so that there is no problem with RTO during transit) for transporting of materials from sea port to the BHEL site. **The safe transportation of the crane up to the destination shall be the responsibility of the transporter.**
- 13.0 Loading & unloading shall be carried out by BHEL.
- 14.0 Road Permit shall be provided by BHEL.
- 15.0 The crane components are to be transported on door delivery basis. The Transporter shall furnish details of GRs etc by FAX/mail to BHEL/ BHEL's underwriters.
- 16.0 Transit insurance of materials belonging to BHEL shall be arranged by BHEL.
- 17.0 **Transshipment and overloading of vehicles will not be allowed.** The contractor shall ensure complete safety of the cargo/crane during transportation including its security. In case of breakdown of vehicles, transshipments, if necessary, will be undertaken by the contractor at his own risk and cost. Permission for such transshipment shall have to be taken from BHEL. Any transshipment made for any reason other than stated above or without prior permission of BHEL authority, will result in a penalty @ 10% of the freight charges.
- 18.0 Transporters shall take all statutory clearance/approvals from concerned Indian Authorities for safe transport and timely completion of delivery of cargoes. All commercial implication in this respect shall be borne by the transporter. However, assistance, as felt necessary shall be provided by BHEL. The transporter shall be responsible for paying any penalty/demurrage, if the same is payable on account of violating any rules and regulations at any point of time and lack of knowledge shall not be any excuse for the same.

- 19.0 **Detention charges if any on account of delay while loading/unloading after 48 hours at both ends shall be paid @ Rs.3500/- per day per Low bed Trailer and @ Rs.1500/- per day per Semi / High bed Trailer, Rs. 500/- per day for truck.**
- 20.0 Proper Lashing of boom sections is to be done with tyre cut pieces between boom section and lashing rope / holding point of the boom / trailer to avoid rubbing on boom section.
- 21.0 Proper lashing/anchoring for safe transportation of crane components is to be arranged by transporters. Requirement of any angle / channel and its welding for locking of heavy consignments shall also be provided by transporter.
- 22.0 Contractor shall arrange the entry gate passes for their crew for which necessary documents will be forwarded by BHEL to the concern Authority/ Customer.
- 23.0 BHEL reserves the right to terminate the contract unilaterally without assigning any reason and without any compensation by giving a simple notice of termination.
- 24.0 Irrespective of provisions in tender else where, in view of nature of work, performance guarantee is not required under this contract.
- 25.0 **TERMS OF PAYMENT:** 90% PAYMENT WITHIN 30 DAYS AFTER RECEIPT OF BILLS ALONGWITH THE PROOF OF RECEIPT OF CRANE AT THE SITE. BALANCE 10% SHALL BE RELEASED AFTER COMPLETION OF ALL THE WORK AND CERTIFICATION FROM BHEL ENGINEER THAT WORK HAS BEEN SATISFACTORILY COMPLETED AND THAT THERE IS NO RECOVERY DUE AGAINST THE TRANSPORTER AGAINST THIS CONTRACT. THE TRANSPORTER SHALL ALSO SUBMIT COUNTERFOILS OF ROAD PERMITS, IF ANY, ISSUED TO THEM ALONG WITH THE DOCUMENTS. SERVICE TAX SHALL BE PAID ON SUBMISSION OF DOCUMENTARY PROOF ON ACTUAL. THE BILLS AND RELEVANT DOCUMENTS SHALL BE SUBMITTED TO THE SITE FOR PAYMENT
- 26.0 **SECURITY DEPOSIT:** Applicable as per Clause No. 16.0 of GCC.
- 27.0 **LIQUIDATED DAMAGES:** Applicable as per clause no. 25.5 of GCC.
- 28.0 The tenderer shall specifically confirm that he has inspected the site of work and is fully conversant with the prevailing conditions under which work is to be executed. **Tenderer shall also carry out route survey before quoting the rates. The transporter will not raise claim of any nature due to lack of knowledge of site condition or road condition en route. Based on the site conditions, route survey and BHEL's Crane to be transported, responsibility of deployment of suitable trailer shall lie with the transporter.** He will also confirm that local taxation laws at the site have been clearly understood by him.
- 29.0 **The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
- 30.0 The tenders should be sent sufficiently in advance so as to reach BHEL before the due date and time.

- 31.0 **VALIDITY OF OFFER** : THE OFFER SHALL BE KEPT valid for a period of 45 days from the date of Technical and Commercial bid (Part-I) opening. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 32.0 **In case of any contradiction between General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the latter shall prevail.**

ANNEXURE-I

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE
OF SITE CONDITIONS & ROAD CONDITIONS**

We,.....
Hereby declare and confirm that we have visited the project site under the
subject namely,and acquired full
knowledge and information about the site conditions, wage structure,
Industrial climate and total work involved. We further confirm that the
above information is true and correct and we will not raise any claim of any
nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place: (Signature of the Tenderer's with stamp)

Date:

ANNEXURE-II

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

**M/s.....
providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;**

- **To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**

- **The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

()
M/s. BHEL, PSNR

()
M/s.....

ANNEXURE-III

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digit) :

IFSC CODE :
(VALID FOR NEFT)

Beneficiary Account No. :

Beneficiary E-mail ID :
(for payment confirmation)

ANNEXURE - IV

FORMAT OF UNDERTAKING

(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301(INDIA)**

Sub.: Tender for “Transportation of Crawler Cranes of 600 MT Lifting Capacity (LIEBHERR –Crawler Crane LR 1600/2) from Mumbai Port to BHEL-Anpara-D Thermal Power Plant of 2 x 500 MW units (UNIT 6 &7) of UPRUVNL at Anpara , Sonebhadra , UP”

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, **we have visited site & carried out route survey before submission of our offer** and noted the job content & site conditions etc. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

UNPRICED RATE SCHEDULE

JOB : Transportation of Crawler Cranes of 600 MT Lifting Capacity (LIEBHERR – Crawler Crane LR 1600/2) from Mumbai Port to BHEL- Anpara-D Thermal Power Plant of 2 x 500 MW units (UNIT 6 &7) of UPRUVNL at Anpara , Sonebhadra , UP.

Sl. No.	Crane Description	Despatching Site	Receiving Site	Approx. Distance	Lumpsum price for transportation of crane (In Rs.)
1	Crawler Cranes of 600 MT Lifting Capacity (LIEBHERR – Crawler Crane LR 1600/2)	Mumbai Port	BHEL, Anpara- D Site (Sonebhadra)	1750 KM	/

NOTES:

1. All the above quoted rates shall remain firm through out the contract period.
2. The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
3. The bidders are required to make their own assessment for deployment of Trailers, trucks etc. for transportation of subject crane and quote accordingly.
4. Bidder shall certify that route has been surveyed by them & only suitable vehicles shall be deployed for transportation.

DATE:
PLACE

SIGNATURE:
NAME OF SIGNATORY:
NAME OF BIDDER:

(SEAL OF THE BIDDER)