

# **TENDER SPECIFICATION**

**No. - BHE/PW/PUR/TPT- CRN /OJ-190**

**FOR**

**TRANSPORTATION OF KH-500 CRANE FROM 2x125MW GIPCL  
MANGROL TO 2x250MW GSECL SIKKA**

**PART I**

**(TECHNICAL BID SPECIFICATION, NOTICE INVITING TENDER & GCC)**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A GOVERNMENT OF INDIA UNDERTAKING)**  
**POWER SECTOR : WESTERN REGION**  
**345, KINGSWAY: NAGPUR 440 001**

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@: Issued as separate hard copy booklet 'Tender Specifications Part-II (Price Bid- OJ-190).

**BHARAT HEAVY ELECTRICALS LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING)

POWER SECTOR - WESTERN REGION

SHREEMOHINI COMPLEX

345, KINGS WAY – NAGPUR- 440 001

**TENDER SPECIFICATION DOCUMENT ISSUE DETAILS**

**TENDER SPECIFICATION NO: - BHE/PW/PUR/TPT- CRN /OJ-190**

FOR

TRANSPORTATION OF KH-500 CRANE FROM 2x125MW GIPCL  
MANGROL TO 2x250MW GSECL SIKKA TPS

EARNEST MONEY DEPOSIT: Please see Special Conditions of Contract.

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

M/s. ....

.....

PLEASE NOTE:

TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Addl General Manager (Purchase)

Place: Nagpur

Date:

**BHARAT HEAVY ELECTRICALS LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING)  
POWER SECTOR - WESTERN REGION  
SHREEMOHINI COMPLEX  
345, KINGS WAY - NAGPUR - 440 001

**PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

THE TENDERER 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 AND ALSO INDICATING ON EACH OF THE COVERS THE TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME AS MENTIONED IN THE TENDER NOTICE.

**PART-I (TECHNICAL BID) COVER-I**

EXCEPTING RATE SCHEDULE, ALL OTHER SCHEDULES, DATA SHEETS AND DETAILS CALLED FOR IN THE SPECIFICATION SHALL BE ENCLOSED IN PART-I "TECHNICAL BID" ONLY.

**PART-II (PRICE BID) COVER-II**

ALL INDICATIONS OF PRICE SHALL BE GIVEN IN THIS PART-II "PRICE BID". **EMD SHALL NOT BE INCLUDED IN THIS COVER.**

THESE TWO SEPARATE COVERS-I AND II (PART-I AND PART-II) SHALL TOGETHER BE ENCLOSED IN A THIRD ENVELOPE (COVER-III) ALONGWITH REQUISITE EMD AS INDICATED EARLIER AND THIS SEALED COVER SHALL BE SUPERSCRIBED AND SUBMITTED TO ADDL. GEN MANAGER (PURCHASE) AT THE ABOVE MENTIONED ADDRESS ON OR BEFORE THE DUE DATE AS INDICATED.

THE QUALIFIED TENDERER WILL BE INTIMATED SEPARATELY ABOUT THE STATUS OF THEIR OFFER.

TENDERER ARE REQUESTED TO MAKE SPECIFIC NOTE OF THE FOLLOWING CONDITIONS:

- CONTRACTOR SHOULD HAVE ADEQUATE RESOURCES INCLUDING MAJOR T&PS AT HIS DISPOSAL FOR THIS JOB.
- CONTRACTOR SHOULD HAVE SOUND FINANCIAL STABILITY.
- TENDERER SHOULD MEET QUALITY REQUIREMENT REGARDING WORKMANSHIP, DEPLOYMENT OF PERSONNEL, ERECTION TOOLS AND NECESSARY INSPECTION, MEASUREMENT & TESTING INSTRUMENTS.
- ALL INFORMATION AS CALLED FOR IN VARIOUS APPENDICES AND CLAUSES OF TENDER SPECIFICATION SHOULD BE FURNISHED IN COMPLETENESS. PLEASE REFER THE CHECKLIST.
- CLARIFICATION ON TENDER IF ANY SHALL BE OBTAINED BY THE TENDERER BEFORE SUBMITTING THEIR OFFER.
- OFFERS MUST BE SUBMITTED WITHOUT ANY DEVIATION.
- OFFERS RECEIVED WITH ANY DEVIATION OR WITHOUT RELEVANT INFORMATION AS DESCRIBED ABOVE ARE LIABLE TO BE REJECTED. PRICE BIDS RECEIVED IN THE FORM OTHER THAN SPECIFIED IN PART-II (PRICE BID) ARE LIABLE TO BE REJECTED.

## CHECK LIST

1	NAME OF THE TENDERER WITH ADDRESS		
2	NATURE OF THE FIRM	LIMITED / PARTNERSHIP / PROPRIETARY	
3	EMD DETAILS (Rs BY DD ONLY OR ONE TIME EMD)		
4	VALIDITY OF OFFER (REQUIRED 6 MONTHS FROM DUE DATE)		
5	MOBILIZATION TIME WITHIN TWO DAY NOTICE FROM FAX LOI)		
6	WHETHER NO DEVIATION CERTIFICATE FURNISHED	YES	NO
7	DETAILS OF CONCURRENT JOBS ARE FURNISHED (AS PER RELEVANT APPENDIX )	YES	NO
8	FINANCIAL STATUS OF THE COMPANY (RELEVANT ANNEXURE OF GCC) IS FURNISHED	YES	NO
9	PROFIT & LOSS ACCOUNT FOR PRECEDING THREE YEARS IS FURNISHED	YES	NO
10	PROOF OF SERVICE TAX REGISTRATION WITH THE STATUTORY AUTHORITY	YES	NO
11	LATEST INCOME TAX CLEARANCE CERTIFICATE OR COPY OF PAN CARD ACCOMPANIED BY 'IT RETURN' COPY IS FURNISHED	YES	NO
12	POWER OF ATTORNEY ENCLOSED IN FAVOUR OF PERSON MAKING OFFER.	YES	NO
13	DETAILS OF SIMILAR WORK DONE IN LAST SEVEN YEARS (AS PER RELEVANT APPENDIX) AND SUPPORTING DOUCMENTS FURNISHED.	YES	NO
14	BIDDER HAS FMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS AT CONSIGNOR AND CONSIGNEE PREMISES.	YES	NO
15	WHETHER ALL THE PAGES OF THE TENDER DOCUMENTS ARE READ, UNDERSTOOD AND SIGNED	YES	NO
16	ROAD DISTANCE FROM 2x125MW GIPCL MANGROL TO 2X250MW GSECL SIKKA	YES	NO
17	SHORTEST ROAD ROUTE FROM 2x125MW GIPCL MANGROL TO 2X250MW GSECL SIKKA	YES	NO
18	LOCATION & NAME OF CHECK POST BORDER FROM WHERE CONSIGNMENT SHALL ENTER IN THE STATE.	YES	NO

19	<p>WHETHER THE FOLLOWING DETAILS PERTAINING TO YOUR BANK ACCOUNT DULY ENDORSED BY THE BANK HAVE BEEN FURNISHED {TO ENABLE BHEL RELEASE PAYMENTS THROUGH ELECTRONIC FUND TRANSFER (EFT/RTGS) AS SPECIFIED IN SECTION 12 }</p> <ol style="list-style-type: none"> <li>1. Name of the Company</li> <li>2. Name of Bank</li> <li>3. Name of Bank Branch</li> <li>4. City/Place</li> <li>5. Account Number</li> <li>6. Account type</li> <li>7. IFSC code of the Bank Branch</li> <li>8. MICR Code of the Bank Branch</li> </ol>	YES	NO
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NOTE: STRIKE OFF YES OR NO, AS APPLICABLE

DATE:

SIGNATURE OF TENDERER

### DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

I, \_\_\_\_\_ HEREBY CERTIFY  
THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THE  
TENDER SPECIFICATION No. **BHE/PW/PUR/TPT- CRN /OJ-190**  
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 AUTHORIZED  
REPRESENTATIVE OF THE UNDER-MENTIONED TENDERER AND A VALID POWER  
OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.

AUTHORISED REPRESENTATIVE'S SIGNATURE WITH  
NAME AND ADDRESS

DATE:

TENDERER'S NAME AND ADDRESS

## CERTIFICATE OF NO DEVIATION

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

HEREBY CERTIFY THAT IN OUR OFFER I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE ANY DEVIATION TAKEN FROM THE CONDITIONS STIPULATED BY BHEL, EITHER TECHNICAL OR COMMERCIAL AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS STIPULATED BY BHEL IN THE TENDER SPECIFICATION INCLUDING ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

DATE:

SIGNATURE OF THE TENDERER



**Tender Specification No. BHE/PW/PUR/TPT- CRN /OJ-190**

**CERTIFICATE OF CONFIRMATION**

"I / We.....hereby confirms that I/We are not taking cenvat credit of duty paid on inputs or capital goods used for providing such taxable service under the provisions of cenvat credit rules, 2004 and also confirms that I / We have not availed the benefits under notification number 12/2003, ST dated 20/06/2003. Hence BHEL is liable to pay service tax on 25% of the value of freight charges and for any breach in the above we shall indemnify BHEL"

**Date**

**Signature of Tenderer with seal**

## NOTICE INVITING TENDER

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/TPT-CRN/OJ-190**

**JOB: TRANSPORTATION OF KH-500 CRANE FROM 2x125MW GIPCL MANGROL TO 2x250MW GSECL SIKKA**

Sale and Web Page Hosting of T.S. documents: 30/12/2010 to 19/01/2011

Last Date and Time for Offer Submission: 20/01/2011\* (Up to 15:00 Hrs)

Opening of Technical Bids: 20/01/2011\* (at 16:00 Hrs)

\*Please obtain latest information regarding these dates from the web page [www.bhel.com](http://www.bhel.com) (Tender Specification → View Corrigendums)

**EMD for this tender is Rs. 40,000/- (Rs. Forty Thousand Only)** by DD only OR One Time EMD of Rs. 2.0 lakh.

- Tender Specs documents with complete details are hosted in web page ([www.bhel.com](http://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](http://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.

### Qualifying Requirements (QR)

**Bidder must fulfill the Qualifying Requirements as under in order to be considered as technical qualified for this tendering process:**

- a) Bidder must have in last seven years as on 30/11/2010, successfully carried out transportation of any ODC consignment of **50 MT or above**. Bidder shall furnish documentary evidence in support of the same
- b) Average annual financial **turnover (Audited) of Rs 3.0 Lakhs** or more over the last three financial years ending 31/03/2010.
- 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.
- 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

#### **Explanatory Notes for QR 'a' and 'b'**

**The word 'provided services' means the bidder should have achieved the criteria specified in the QR even if the total contract has not been completed or closed**

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### 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:** NOT APPLICABLE
- 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 time of submission shall not be considered in any circumstances.

Addl. General Manager (Purchase)  
BHEL: PSWR: Nagpur

### SECTION-3

#### OFFER OF THE CONTRACTOR

Sr.DGM (Purchase)  
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/TPT-CRN/OJ-190 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 TENDERERS
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**) AS STIPULATED VIDE CLAUSE NO 1.4 OF GENERAL CONDITIONS OF CONTRACT, DETAILS OF WHICH IS FUNISHED IN THE CHECK LIST, & WHICH SHALL BE REFUNDED SHOULD OUR OFFER NOT BE ACCEPTED. SHOULD OUR OFFER BE ACCEPTED, I/WE FURTHER AGREE TO DEPOSIT SUCH ADDITIONAL SUM WHICH ALONGWITH THE SUM OF **RS. 1,00,000/- (RUPEES ONE LAKH ONLY)** MENTIONED ABOVE, SHALL MAKE UP SECURITY DEPOSIT FOR THE WORK AS PROVIDED FOR IN THE TENDER SPECIFICATION WITHIN THE STIPULATED TIME AS MAY BE INDICATED BY BHEL, POWER SECTOR-WESTERN REGION, NAGPUR.

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 TENDERER:  
ADDRESS:

WITNESSES WITH THEIR ADDRESS

SIGNATURE	NAME	ADDRESS
1.		
2.		

## SECTION - 4

### SPECIAL CONDITIONS OF CONTRACT

#### TENDER SPECIFICATION NO: BHE/PW/PUR /TPT- CRN/OJ-190

**JOB:** TRANSPORTATION OF KH-500 CRANE FROM 2x125MW GIPCL MANGROL TO 2x250MW GSECL SIKKA

#### **1.0 SCOPE OF WORK**

- 1.1 The intent of specification is to provide the services for the transportation of KH-500 CRANE from 2x125MW GIPCL to 2X250MW GSECL SIKKA
- 1.2 Bidder shall be intimated 2-days in advance regarding the transportation. Bidder shall depute their trucks/trailers to BHEL site accordingly.
- 1.3 Bidder shall provide trailers for transportation of KH-500 CRANE & its subassemblies as detailed in the loading plan of the crane. (Refer enclosed Annexure-I)
- 1.4 The weight & dimension of cranes sub assemblies / packages as given in the loading plan are based on the OEM (Originals Equipment Manufacturer's) shipping document. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to data given in the Annexure-I.

#### **BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT**

BHEL attaches more importance for proper lashing / tying of consignment for safe transportation. Necessary wire ropes, manila ropes, turn buckles, tyre gutter pieces, gunny bags, tarpaulins, etc., are to be provided by transporter at their cost and shall carry out necessary works for tying / covering of crane / components on trailer and care should be taken by the transporter to reach the material safe at final destination. If any damages to crane and its subassemblies occurred due to the transporter negligence, then BHEL reserves the right to make full recovery of the repair and replacement charges incurred to rectify the damages from the transporter.

**Lacing of boom/boom inserts/jibs & jib inserts should be done with non abrasive material. It should be done with polyester material i.e. with nylon belts at three locations of the boom/boom inserts/ jibs & jibs insert.**

**During transportation, boom/boom insert/jibs & jib inserts are be supported on trailer with adequate no of slippers of length equaling the entire width of the trailer.**

However necessary weld supports including supply of material and welding and cutting will be arranged and provided by BHEL. These are accountable and returnable to consignee. Certain consignments are vulnerable and

require more protection during transportation. Enroute if some temporary provisions are to be made for reinforcing the road with sleeper etc. the same will be arranged by bidder.

It is responsibility of Bidder to provide vehicle of suitable size and capacity keeping in view of details of dimension /weight of loose accessories as given in Annexure-I and safety of transportation of the consignment to the destination. The vehicles should have valid RTO permits and in good working / running condition.

The transporter shall ensure that the consignments are delivered at destination in safe condition with minimum transit time. The entire material / loose accessories of crane should be transported and delivered at consignee **site within 25 days** from the start of the work which include loading, unloading and travel time as required, in addition to the allowed time of 25 days, a **grace period of 2 days** is allowed to provide for any unforeseen contingency in transportation, however bidder shall make all efforts to early completion of work. Transportation delay beyond 25 days will attract a token penalty @ 1% per day to the maximum @ 10% of total freight.

The transporter shall place the vehicle at consignor place within 48 hours notice from the time of request of BHEL site / Owner representative.

Trans-shipment of any consignment enroute is not permitted. If any consignment is Trans-shipped because of any reasons without prior permission, apart from force majeure conditions, it is responsibility of Transporter for transshipment of goods without any extra cost on BHEL. At any point, violation from loading plan will not be permitted. If any damages to the consignment occurred because of trans-shipment, then BHEL reserves the right to make full recovery of the damages from the transporter.

It is responsibility of transporter to carry out road survey between the source and destination points prior to the movement of cranes and submitting the report to the BHEL confirming road condition suitable for transportation. The transporter shall take adequate care to check the capacity of culverts, bridges and level crossing before embarking upon the actual transportation.

Transporter shall take all care while loading the crane accessories as per their proposed loading plan and transporter shall ensure & supervise proper loading at port/site.

It is responsibility of transporter to provide vehicle of suitable size, capacity and quality, keeping in view of Government regulations and safety of transportation of the consignment to the destination. The vehicles should have valid RTO permits and in good working / running condition.

BHEL prefers their main consignments being carried in the contractor's own vehicles only. If carried in hired vehicles, the contractor should ensure that the party is reputed one and are having maintained vehicles and valid permits.

Transporters own escort team will have to be accompanied with the Main consignments such as Upper works, revolving frame & Car body of cranes for the entire period of transportation.

The scope of work under this contract is deemed to be completed only when so certified by the Engineer in charge BHEL sites.

The entire road permits and licenses or any relevant authorization from competent authority shall be obtained by the transporter (for the vehicles provided for transportation of crane sub assemblies and heavy lift attachment sub assemblies) as required running the vehicle as per Indian Motor Vehicle Act. BHEL shall not take any responsibility for any complication arising out of such contingencies. Any such contingencies arising in this regard are entirely the transporter's responsibility. The transporters will be solely responsible for any mishaps such accident, fire etc, enroute/during transit and consequence thereof, including legal consequences if any. If any trailer/trucks met with an accident – whether major or minor – the transporter will indemnify the BHEL from all sort of legal or financial responsibility. The transporter will immediately intimate the details of accident to BHEL and BHEL insurance agency. The contractor will lodge the FIR and will attend to all necessary legal formalities as per direction of the BHEL. The contractor will also ensure that the driver who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered to us due to failure in complying with this provision will be on the transporter's account.

The transporter shall be responsible for delivery of goods at destination in good condition of the consignment carried by them.

**Road Tax, if applicable for BHEL's owned crane for which transportation is covered under this tender specification has to be paid by the transporter and the same will be reimbursed to the transporter on submission of the road tax receipt along with the final invoice. Road Tax assessment is being done by RTO Authority at state entry check post, hence bidder is advised to ensure that all the trailers / consignment should reach on same time at state border check posts. Bidder is advised to arrange to deploy trailers first for loading of major crane packages containing items such as Upper machine with carbody, Crawler frame ass'y (R.H), Crawler frame ass'y (L.H) so that these consignment should reach along with other trailers at State Entry Check Post for RTO tax assessment. Bidder should ensure that all the trailers carrying crane material should enter in State Border from the same RTO Check Post.**

**Bidder shall submit details of road route and road distance from 2x125MW GIPCL MANGROL to 2x250MW GSECL SIKKA site.**

3.21 Bidder shall intimate to the Ordering Authority regarding the dispatch particular of the each consignment by fax/e-mail with the following details

1. LR No. & Date
2. Content of package, package number as per Annexure-I & description of items loaded in each trailer
3. Gate passes number & date.

**The above information should be sent immediately once the consignment load on trailer / moved out from the BHEL premises. This**



information is required for further communication to insurance company.

#### **4.0 OWNER'S OBLIGATION**

- 4.1 BHEL will arrange for loading of consignment on trailers and trucks at consignor site.
- 4.2 BHEL will also arrange for unloading of consignment from trailers / truck at consignee site.
- 4.3 BHEL shall issue required state permit for the goods being transported to that state if required, but the transporter has to inform BHEL in advance. BHEL will not entertain any detention occur at the check post due to the want of state permit or other documents.

#### **5.0 TRANSIT INSURANCE**

- 5.1 BHEL shall insure the consignments with the underwriters/ insurance company etc. Insurance of the consignments by BHEL shall not absolve the transporter of any responsibility of safe and proper transportation of the goods to the final destination or his liability to compensate for the damages / shortages/ losses in respect of consignments transported by them.

#### **6.0 SECURITY, RULES & REGULATION**

The transporter and or his agent shall comply with Security & safety regulations in the matter of entry, exit and movement inside the BHEL's customer plant premises or elsewhere. Ignorance of such regulations will not be accepted as an excuse. Spark arresters shall be provided on vehicles deployed to Hydrocarbon / Petrochemical installations/Refineries.

#### **7.0 DETENTION CHARGES:**

BHEL will not be responsible for the reasons beyond control towards delay at loading and unloading of consignment. However, detention charges (if any) @ of Rs. 2000/-, Rs. 1000/- & Rs. 500/- towards low bedded trailer, semi low / flat bedded trailer and trucks respectively shall be payable per day per vehicle on account of delay in unloading provided that the transporter shall place vehicles at the unloading point in the early hours up to 10 hrs. 24 hrs times will be provided to the BHEL for unloading from the vehicle. In case unloading is delayed beyond 24 hrs time for the reasons attributable to BHEL, the detention charges as above will be paid extra as detention charge. It shall be payable only on certification of BHEL Engineer, bidder should obtain a certificate in this regards. No detention charges shall be payable outside BHEL premises.

#### **8.0 EARNEST MONEY DEPOSIT, SECURITY DEPOSIT & BANK GUARANTEE**

##### **8.1 Earnest Money Deposit:**

- i) EMD for this tender is Rs 40,000/-(Rupees Forty Thousand only)
- ii) Bidders who have already deposited One Time EMD of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One

Time EMD' certificate issued by BHEL/PSWR, Nagpur shall be enclosed along with the Offer.

iii) **EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of Bharat Heavy Electricals Limited and payable at Nagpur.**

iv) **No other form of EMD remittance shall be acceptable to BHEL.**

8.1.1 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder 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.

8.1.2 EMD shall not carry any interest.

8.1.3 In the case of unsuccessful bidders, the Earnest Money will be refunded to them after acceptance of tender by successful bidder

## **8.2 Security Deposit: NOT APPLICABLE**

### **9.0 REJECTION OF TENDER & OTHER CONDITION**

The decision regarding 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 Un-witnessed 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.

### **10.0 PRICE VARIATION**

The price shall remain firm for entire contract period.

### **11.0 PAYMENT TERMS:**

The Ordering Authority (BHEL) will release payment from destination site within 45 days of safe delivery of consignment at destination on submission of following documents at destination site.

1. The invoice in duplicate based on the accepted rate along with the road tax receipt in original (if applicable).

2. Copy of LR with consignee's acknowledgement and seal clearly indicating the date of delivery and name of the person who received the materials, the vehicle registration number and type of vehicle etc in which the consignment is received duly affixing seal (rubber stamp) of consignee shall be submitted along with the bill . Number of packages / weight delivered with vehicle Nos. shall be indicated on the LR without exception.
3. Copy of Challan /packing slip issued by consignor, duly endorsed by consignee for receipt of all items in good condition at destination.
4. 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.

## **12.0 RATE SCHEDULE AND PRICING TERMS**

- 12.1 Transporter shall quote the lump sum rate for transportation of KH-500 crane / loose items as detailed in the Annexure-I.
- 12.2 Requirement of number of trailers may vary slightly (1 or 2 trailers max). In such case payment will be made on the basis of actual no. of trailers used.
- 12.3 Few consignments shall carry extra weight/ ODC in nature; hence lump sum rate should be quoted accordingly. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to given in packing slip and also for consignment, which are of ODC nature, by weight/ volume. In this regards BHEL decision shall be final & binding upon the transporter.
- 12.4 The quoted rates shall be inclusive of all contingency expenses at loading/unloading point and during the transit.
- 12.5 Price Bid Evaluation Criteria:** - The bidder may please note that the award of work shall be evaluated on the basis of rates quoted for transportation of KH-500 crawler crane.
- 12.6 Validity of Offers:** - Offer shall be valid for 180 days from the last date of submission of tender

## **13.00 TAXES, DUTIES, LEVIES**

Refer to Clause 2.8.4 of General Conditions of Contract. Notwithstanding anything contained therein, the following provisions shall be applicable for this contract.

### 13.1

**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.

### 13.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and deposit the same with the concerned tax authorities, such applicable amount will be paid by BHEL.

**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.**

Contractor shall obtain prior written consent from BHEL before billing the amount towards such taxes.

With introduction of Cenvat Credit Rules 2004, which came into force w.e.f. 10.09.2004, Excise Duty paid on Input Goods including Capital Goods and Service Tax paid on Input Services that are used for providing the output services can be taken credit of against the Service Tax payable on output services. However BHEL may opt for availing the abatement provision in which case cenvat credit may not be available on input duty.

### 13.3 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.

### **13.4 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.

### **13.5 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.

## **14.0 GENERAL**

- In case any contradiction between "General Condition of Contract "& Special Condition of Contract" of this tender specification, the provision of "Special Condition of Contract" shall prevail.
- In case of contradiction between Quoted Unit Rate and total amount, the quoted unit rate shall be taken as correct and total amount recalculated for the for intended order quantity.
- In case of contradiction between Rate in Figure and Rates Words, the lesser of the two shall be considered as correct.
- In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

## **15.00 Commencement of work**

**The tentative schedule for the commencement of work is 18 DEC 2010. However the transporter shall be intimated 2 days in advance regarding the transportation of crane. The sequence in which trailer has to be placed shall be in accordance with the instruction of BHEL authority.**

## **16.00 CONSIGNEE & CONSIGNOR ADDRESS**

**Consignor– BHEL Site Office**

**2X125 SURAT LIGNITE,POWER PROJECT,  
PO: NANI NAROLI, TALUKA : MANGROL,  
Distt: SURAT-394119(GUJARAT)  
Ph.No. 02629-261681/82**

**Consignee Address – BHEL Site Office**

**2x250MW GSECL TPS, UNIT 3 & 4  
Distt: Sikka, Jamnagar  
Gujrat: 361141  
Ph.No.0288-2344088**

## ANNEXURE-1

TRANSPORT MODULE FOR KH-500					
STANDARD LOADING ADVISE SLIP FOR KH-500 TELCO 100 MT CRAWLER CRANE					
SL. NO.	DESCRIPTION	L X W X H	QTY	WEIGHT IN MT	Trailers/Trucks required with dimensions LxWxH in ft.
1	REVOLVING FRAME WITH CAR BODY AND GANTRY	22'3"x10'4"x10'	1	38.48	40 MT LOW BED TRAILER
2	SIDE FRAME	23'x6' 7"x3' 9"	1	15.80	22 MT STANDARD TRAILER
	COUNTER WEIGHT 'C'	4'2"x1'9"x1'10"	1	7.00	
3	SIDE FRAME	23'x6' 7"x3' 9"	1	15.80	22 MT STANDARD TRAILER
	COUNTER WEIGHT 'C'	4'2"x1'9"x1'10"	1	7.00	
4	COUNTER WEIGHT 'B'	3'3"x1'9"x1'10"	1	8.00	17 MT STANDARD TRAILER
	COUNTER WEIGHT 'A'	10'4"x3'3"x1'9"	1	8.00	
	WOODEN BOX CONTAINING MAIN HOOK AND JIB HOOK	5'x4'x4'	1	1.00	
5	LOWER BOOM WITH BACK STOP	26'7"x6'x6'	1	1.50	22 MT STANDARD TRAILER
	JIB TOP WITH PENDANT	15'x1'9"x1'9"	1	0.23	
6	UPPER BOOM WITH PENDENTS	28' 8"x6'x6'	1	2.10	17 MT STANDARD TRAILER
	WOODEN BOX WITH PARTS	3'7"x3'3"x3'3"	1	0.50	
7	20' BOOM INSERT WITH PENDENTS	20'x6'x6'	1	0.80	22 MT STANDARD TRAILER
	JIB BOTTOM WITH MAST	15'x2'6"x1'9"	1	0.18	
	JIB INSERT WITH PENDENTS	15'x1'9"x1'9"	2	0.15	
8	30' BOOM INSERT 'B' WITH PENDANTS	30'x6'x6'	1	1.14	22 MT STANDARD TRAILER
	10' BOOM INSERT WITH PENDANTS	10'x6'x6'	1	0.50	
9	30' BOOM INSERT WITH PENDANTS	30'x6'x6'	1	1.22	17 MT STANDARD TRAILER
10	30' BOOM INSERT WITH PENDANTS	30'x6'x6'	1	1.22	17 MT STANDARD TRAILER
11	30' BOOM INSERT WITH PENDANTS	30'x6'x6'	1	1.22	17 MT STANDARD TRAILER
12	30' BOOM INSERT WITH PENDANTS	30'x6'x6'	1	1.01	17 MT STANDARD TRAILER
	WOODEN BOX WITH SPARE PARTS	3'7"x3'3"x3'3"	1	0.50	

## APPENDIX-II

### SIMILAR JOB CARRIED IN PAST SEVEN YEAR / CONCURRENT COMMITMENTS

SL.NO	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE	DESCRIPTION OF THE WORK	VALUE OF THE CONTRACT	COMMENCEMENT DATE	SCHEDULED COMPLETION	% COMPL-TD. AS ON DATE	ANTICIPATED COMPLN. DATE	REMARKS