

FOR OFFICIAL USE ONLY
NOT FOR PUBLICATION

TENDERER'S COPY
ORIGINAL COPY

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/CRANE TRANS / 861

FOR

**“Transportation of two Nos. 250 MT cranes from
BHEL BAWANA to BHEL LALITPUR Project Site.”**

PART I – TECHNICAL BID



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



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416286 / 2416296
Fax 091-0120-2416528
Email: vkg@bhelsnr.co.in / pdas@bhelsnr.co.in

TENDER NO. BHEL/NR/SCT/CRANE TRANS / 861

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-----

INDEX

Sl. No.	CONTENTS	PAGE
1.	Tender Notice	04-06
2.	Procedure for submission of tender	07
3.	Project synopsis	08-09
4.	Technical specifications & special condition of contract	10-23
5.	Annexure-I--Certificate Of Declaration For Confirming The Knowledge Of Site Conditions	24
6.	Annexure-II--Non Disclosure Agreement	25
7.	Annexure-III-- Format For E-Payment Details	26
8.	Annexure-IV--- Format Of Undertaking	27
9.	Annexure-V--- Unpriced Rate Schedule	28



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416286 / 2416296
Fax 091-0120-2416528
Email: vkg@bhelsnr.co.in / pdas@bhelsnr.co.in

TENDER NOTICE

Sealed tenders are invited, in line with these tender Documents for the Works of
“**Transportation of two Nos. 250 MT cranes from BHEL BAWANA to BHEL
LALITPUR Project Site.**”

TENDER NO. BHEL/ NR/SCT/ CRANE TRANS/ 861

QUALIFYING REQUIREMENTS FOR RAMGARH

- | | |
|-----|---|
| 1.0 | <u>TECHNO-COMMERCIAL CRITERIA</u> |
| 1.1 | Bidder should have transported at least one no. crawler crane of minimum 150MT capacity during last three years, as on the latest date of bid submission. |
| 2.0 | <u>FINANCIAL CRITERIA</u> |
| 2.1 | Bidder should have an average annual turnover of minimum of Rs.7.3 Lakhs (Rupees Seven Lakhs Thirty Thousand Only) during preceding three years (2008-09, 2009-10, 2010-11). Bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.
(Relevant documents, meeting above requirements at 1.0 and 2.0, shall be submitted by bidders) |

GENERAL NOTES:

1. The Tender Documents comprise of following;
 - (a) **Part-I –Technical Bid** : Consisting of Tender Notice, Procedure for submission, Project Synopsis, Technical specifications including Special Conditions of Contract, General Conditions of contract, etc.
 - (b) **Part-II –Price Bid** : Consisting of Rate Schedule for subject work.
2. Tender Documents with complete details are hosted on BHEL's web page www.bhel.com. 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.2000/-(Rupees Two thousand only) in the form of crossed demand draft (non-refundable), in favour of BHEL, NOIDA along with their offer.
3. 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 **17/02/2011** on payment of Rs.2000/-(Rupees Two thousand only) (nonrefundable) 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.
4. Tenders must be submitted latest by 15:00 Hrs. (Indian Standard Time) on **17/02/2011**. Technical bids shall be opened at 15.30 Hrs. on **17/02/2011**. Tenders received after the due date & time shall be liable to be summarily rejected.
5. Earnest Money Deposit (EMD): Refundable, Non-interest bearing EMD of Rs.60,000/- 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.
6. Tenders not accompanied with Full Earnest Money Deposit, as indicated above, will not be considered.
7. 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.
8. BHEL reserves the right to accept or reject any 'OR' all tenders without assigning any reason whatsoever.
9. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
10. No Reverse Auction process is envisaged for this enquiry and **Conventional Sealed Price bid opening process shall be applicable. As such, the bidders should submit their best prices in the 'Sealed Price Bid'**.

11. Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates. BHEL reserve the right to have more than one contractor for the total requirement based on item-wise evaluation of prices received against each item of rate schedule (i.e separate evaluation for each case). BHEL decision in this regard shall be final & binding on the bidders. The contractor confirms that unit rates quoted above takes care of such evaluation.
12. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com

SDGM/SCT



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416286 / 2416296
Fax 091-0120-2416528
Email: vkg@bhelsnr.co.in / pdas@bhelsnr.co.in

TENDER NOTICE

LAST DATE OF SALE : 17.02.2012 (12.30 hrs. - Indian Standard Time)
DUE DATE OF SUBMISSION : 17.02.2012 (15 hrs. - Indian Standard Time)

NIT NO. / NAME OF WORK
<p style="text-align: center;">TENDER NO. BHEL/ NR/SCT/ CRANE TRANS/ 861</p> <p>Sealed tenders are invited from the contractors fulfilling qualifying requirements as given in tender document for the Work of “Transportation of two Nos. 250 MT cranes from BHEL BAWANA to BHEL LALITPUR Project Site.”</p>

NOTES:

1. The complete tender documents can be downloaded from BHEL Web Site, www.bhel.com.
2. All corrigenda, addenda, amendments, time extensions, clarifications etc. to this Tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit website to keep themselves updated.

Sr.DGM/SCP

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

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 “Technical specification & Special terms and condition” including General conditions of Contract (Part-I) issued by BHEL shall be enclosed in **Part I Technical Bid only**. Earnest Money as applicable shall also be submitted alongwith Technical Bid. 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

SITE SUPER CRITICAL TPP Lalitpur, U.P. Thermal Power station

Name of the Owner	:	BAJAJ HINDUSTAN LTD.
Address	:	3X660MW SUPER CRITICAL TPP at Mirchwara and Buraugaon near Utari river,Lalitpur,U.P.
New Installation	:	3 x 660 MW
Nearest Railway station	:	Lalitpur railway station (37 kms from site) on Jhansi – Bhopal line
Nearest Road	:	Approach to site from NH which about 23 km from Bansi on NH-26 connects Jhansi and Sagar
Nearest City	:	LALITPUR (34 KM)
Nearest Airport	:	GWALIOR AIRPORT (186 km)
Highest Temperature	:	45.1 C ⁰

SITE 1500 MW CCPP PPCL-III,BAWANA DELHI

Pragati Power Corporation Limited (PPCL) is setting up 1500 MW CCPP at BAWANA DELHI. PPCL has entrusted BHEL for Design, Engineering, Manufacturing, Supply, Transportation, Storage, Installation, Testing and commissioning of 4X 250 MW STG, 2X250 MW STG, 4 x 272 TPH HRSG packages along with their auxiliaries,Electrical, BOP package & Total Civil work for 1500 MW CCPP, PPCL-III,BAWANA DELHI on EPC basis.

1. Name of the Owner	:	Pragati Power Corporation Limited (PPCL)
2. Address	:	Pragati III CCPP,Bawana Delhi
3. Installed capacity	:	New project
4. New Installation	:	1500 MW (Nominal)
5. Nearest Railway station	:	Delhi
6. Nearest City	:	Delhi
7. Nearest Airport	:	Delhi
8. Maximum Temperature	:	48 Deg C
9. Minimum temperature	:	Appx 2 Deg C

Technical specifications & special conditions of contract

1.0 SCOPE OF WORK.

This tender specification covers transportation of various cranes from one site to another site. The details of the cranes including the proposed dispatching & receiving sites are as follows:

SL. NO.	Crane Description	Tentative Requirement of Trailers/Trucks	Dispatching Site	Receiving Site	Approx. Distance	QTY
1	250 MT KOBELCO Crawler Crane	ANNEX.-A (Low Bed Trailer- 1 No., Cap.-50 MT Flat Bed Trailers- 15-17 Nos. or as required, Truck-1-2 Nos.)	BHEL BAWANA SITE	BHEL, LALITPUR SITE	600 KMS.	02 Nos. Crane.

- I. Lumpsum price is to be quoted for transportation of the each crane as per rate schedule in part II Price Bid. ~~BHEL reserve the right to have more than one contractor for the total requirement based on item wise evaluation of prices received against each item of rate schedule.~~ BHEL decision in this regard shall be final & binding on the bidders
- II. **Packing List indicating Description, Dimensions and Weights for above cranes are only for general idea/ information for the vender as per Annexure-A.**
- III. **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.**
- IV. Proper Lashing of boom sections is to be done with Nylon (Non Metallic) Belt. Steel rope or steel shackle shall not be allowed at all.
- V. 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 be provided by BHEL if required.
- VI. Transporter shall deploy roadworthy and suitable 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 one

- site to other BHEL site. **The safe transportation of the crane up to the destination shall be the responsibility of the transporter.**
- VII.** Loading & unloading shall be carried out by BHEL.
- VIII.** 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.
- IX.** Transit insurance of materials belonging to BHEL shall be arranged by BHEL.
- X.** **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.
- XI.** **Transporters shall take all statutory clearance/approvals from concerned Indian Authorities for safe transport and timely completion of delivery of cargoes on door delivery basis.** 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.
- XII.** 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.
- XIII.** Contractor shall arrange the entry gate passes for their crew for which necessary documents will be forwarded by BHEL to the concern Authority/ Customer.
- XIV.** **The tenderer shall specifically confirm that they have inspected both the sites (Despatching & Receiving site) of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition.** He will also confirm that local taxation laws/ Union and total environmental conditions in and around of both the sites, have been clearly understood by him and that their rates have been quoted accordingly. Bidders are advised to carry out route survey in order to get themselves acquainted with the prevailing road conditions and situations before submitting their offer.
- XV.** **Number of Trailers in respect of this Tender as indicated above is tentative and indicative only. It is however, the responsibility of the Transporter/ Contractor to make actual assessment of the requirement of Trailers/Truck based on the detail as per packing list furnished in this Tender enquiry and based on inspection of crane by the bidder. The contractor has to carryout the work within finally accepted price. If the Nos. of Trailer increase or decrease during the execution. No extra payment or deduction will be made by BHEL, as the Contract value shall be firm in nature.**
- XVI.** **Responsibility of Transportation of BHEL Crane up to respective sites and deployment of suitable Trailers shall lie with the Transporter.**

2.0 TERMS OF PAYMENT

100% payment against each Item of Rate Schedule shall be released within 30 days after receipt of bills alongwith the proof of receipt of crane at the site 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.

CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK

3.0 RATE SCHEDULE:

- 3.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specification shall be covered within the quoted / finally accepted rates. Lumpsum price is to be quoted for each item as per rate schedule in part II, Price bid. ~~BHEL reserve the right to have more than one contractor for the total requirement based on item wise evaluation of prices received against each item of rate schedule. BHEL decision in this regard shall be final & binding on the bidders. The contractor confirms that unit rates quoted above takes care of such evaluation.~~
- 3.2 The tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part II price bid. ~~Bidder shall ensure that they have quoted their rates against each crane mentioned in rate Schedule & same shall be indicated in the unpriced rate schedule of NIT.~~

4.0 TAXES & DUTIES:

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** on out put services shall be as per following clauses:

4.1 Service Tax & Cess on Service Tax.

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules prescribes that the person making payment towards freight would be liable to pay the service tax, in case the consignor or the consignee of the goods transported is a Company established by or under the Companies Act. An abatement of 75% in taxable service of goods transport by road is available on the condition that the goods transport agency has not availed credit on inputs and capital goods used for providing taxable service and has also not availed benefit of Notification No. 12/2003. **The Contractor shall provide a declaration in the consignment note issued, to the effect that neither credit on input goods or capital**

goods [now input services also] used for provision of service tax has been taken nor the benefit of Notification No. 12/2003- Service tax has been taken by them suffice for the purpose of availment of abatement by the person liable to pay service tax.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract

For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service

4.2 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.

5.0 TIME SCHEDULE:

- 5.1 The rate contract shall be valid for a period of six months from date of issue of LOI. However the validity of rate contract can be extended by mutual consent for further period up to 3 months on same terms and conditions.
- 5.2 **The schedule of commencement of work related to transportation of each crane shall be decided by BHEL as per requirement. BHEL will intimate schedule date of start of work related to transportation of a particular crane from the particular site, with a notice period of 7 days.** Entire work for transportation of a crane under this contract is required to be completed, in all respect, within given days as mentioned below from the schedule date of start of work as above.

SL. NO.	Crane Description	Despatching Site	Receiving Site	Completion period of transportation
1	250 MT KOBELCO Crawler Crane	BHEL BAWANA SITE	BHEL, LALITPUR SITE	Within 30 days Each crane

The completion schedule 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 SUSPENSION OF BUSINESS DEALINGS:

BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them. Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained

7.0 GENERAL INSTRUCTION TO TENDERERS:

7.1 DESPATCH INSTRUCTION:

- i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

7.2 SUBMISSION OF TENDERS:

- 7.2.1 The tenderers must submit their tenders at BHEL PSNR OFFICE NOIDA.
- 7.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.
- 7.2.3 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 7.2.4 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.
- 7.2.5 Tenders shall be opened by authorised Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present

7.3 LANGUAGE:

- 7.3.1** The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 7.3.2** All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

7.4 PRICE DISCREPANCY:

- 7.4.1 Conventional (Manual) Price Bid opening:** In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct

- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'".

7.5 AUTHORISATION AND ATTESTATION:

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney/ an authorization letter in company's letter head, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

7.6 EARNEST MONEY DEPOSIT:

- (a) Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
 - i) EMD shall be furnished along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT
 - ii) 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 Regional HQ issuing the tender.
 - iii) No other form of EMD remittance shall be acceptable to BHEL
 - iv) Bidder may opt to deposit "One Time EMD" of Rs. 2.0 lakhs (Rupees Two lakhs only) with BHEL:Power Sector Northern Region HQ issuing the tender, which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from the respective office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.
 - Note : The 'One Time EMD' cannot be withdrawn by the tenderers within 3 years from the date of deposit, under any circumstances. The Tenderer who wishes to withdraw after three years will not be allowed to submit 'One Time EMD' again.

- v) Bidders who have already deposited such "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 PSNR HQ issuing the tender shall be enclosed along with the offer.
- (b) 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.
- (c) EMD shall not carry any interest.
- (d) In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after acceptance of award by successful tenderer.

7.7 SECURITY DEPOSIT:

7.7.1 Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:

SN	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

7.7.2 The security Deposit should be furnished before start of the work by the contractor.

7.7.3 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) 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).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
- vi) 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.
- vii) 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 deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.

- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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.

7.7.4 The Security Deposit shall not carry any interest.

7.7.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced and the enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor

7.7.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

7.7.7 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 fulfill 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 other contracts with BHEL.

7.8 VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

7.9 EXECUTION OF CONTRACT AGREEMENT:

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/Award by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.

7.10 REJECTION OF TENDER AND OTHER CONDITIONS:

TENDER NO. BHEL/NR/SCT/CRANE TRANS/ 861

- 7.10.1 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 as per NIT
 - c. To award the work in part if specified in NIT
 - d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.
- 7.10.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 7.10.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL .
- 7.10.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 7.10.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They 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.
- 7.10.6 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 money due.
- 7.10.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 7.10.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 7.10.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written

permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.

- 7.10.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 7.10.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 7.10.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

8.0 GENERAL CONDITIONS OF CONTRACT:

8.1 COMMENCEMENT OF WORK:

- 8.1.1 The contractor shall commence the work in line with "Time Schedule" Clause as indicated in "Technical specifications & special conditions of contract".
- 8.1.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL 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.
- 8.1.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

8.2 RIGHTS OF BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 8.2.1 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 other agencies to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergent reasons/ BHEL's obligation to its customer.
- 8.2.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources , at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

8.2.3 To meet the expenses including BHEL overheads of 30% & Liquidated damage/penalties arising out of "Risk & Cost" as explained above under SI.No. 8.2.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof

8.2.4 To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contract with their customer are terminated for any reason, as per mutual agreement.

8.2.5 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 15% on all such payments.

8.2.6 While every endeavour will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

8.2.7 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. ORC in such cases shall not be applicable for the period between the period of demobilization and re mobilisation. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.

8.2.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, fronts, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract, provided that the balance works are minor vis a vis the scope of work envisaged as per the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control. In such a case, the estimated value of the unexecuted portion of work as mutually agreed, shall however be reduced from the final contract value. Final Contract value for this purpose shall mean executed contract value plus value of unexecuted portion of work as per rate schedule.

8.3 ARBITRATION & RECONCILIATION:

8.3.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

The award of the Arbitrator shall be binding upon the parties to the dispute

Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. 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

The award of the Arbitrator shall be binding upon the parties to the dispute

8.3.2 The cost of arbitration shall be borne equally by the parties.

8.3.3 Work under the contract shall be continued during the arbitration proceedings

8.4 PAYMENTS:

Payments to Contractors are made in any one of the following forms

Running Account Bills (RA Bills)

- i) These are for interim payments when the contracts are in progress. The bills for such interim payments are to be prepared by Contractor in prescribed formats (RA Bill forms).

- ii) Payments shall be made according to the extent of work done as per measurements taken up to the end of the calendar month and in line with the terms of payments described in the Tender documents.
- iii) Recoveries on account of electricity, water, statutory deductions, etc are made as per terms of contract.

8.4.1 Final Bill:

Final Bill₆ is used for final payment on closing of Running Account for works or for single payment after completion of works. „Final Bill₆ shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) No Claim Certificate₆ by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from Customer,
Various Statutory Authorities like Labour department, PF Authorities,
Commercial Tax
Department, etc
- iii) Indemnity bond as per prescribed format
BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

8.5 CLOSING OF CONTRACTS:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

8.6 LIQUIDATED DAMAGES (LD):

Liquidated Damage provision shall remain applicable for delay in Crane TRANSPORTATION to Site and shall be applicable and 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**

ANNEXURE-I

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We,.....
Hereby declare and confirm that we have visited the project sites 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.....)

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 – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301(INDIA)**

**Sub.: Tender for “Transportation of two Nos. 250 MT cranes from
BHEL BAWANA to BHEL LALITPUR Project Site.”**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited sites as mentioned in NIT before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage; it shall be treated as null and void. 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)

ANNEXURE - V**UNPRICED RATE SCHEDULE**

“Transportation of two Nos. 250 MT cranes from BHEL BAWANA to BHEL LALITPUR Project Site.”

SL. NO.	Crane Description	Dispatching & Receiving	Lump-sum unit Price for each in RS. (A)	Lump-sum total Price for both cranes in RS. (=2 x A)
1	250 MT KOBELCO Crawler Crane	BHEL BAWANA SITE to BHEL, LALITPUR SITE		

NOTES:

- 1.0 All the above quoted rates shall be firm throughout the contract period.
- 2.0 ~~BHEL reserve the right to have more than one contractor for the total requirement based on item-wise evaluation of prices received against each item of rate schedule.~~
- 3.0 No. of Trailer/Truck indicated in the SCC is Tentative only. The bidders are required to make their own assessment and quote accordingly. The assessment of number of trailers / trucks **(based on the detail as per packing list furnished in the Tender enquiry and based on inspection of crane by the bidder)** and safe transportation of the crane shall be responsibility of the transporter

DATE:**SIGNATURE:****PLACE:****NAME OF SIGNATORY:****NAME OF BIDDER:**

(SEAL OF THE BIDDER)

ANNEXURE-A

Shipping list of 250 MT. Kobelco crane.

SL. NO.	DESCRIPTION	QUANTITY	DIMENSION (MM) (LXWXH)	WEIGHT (EACH QUANTITY IN KG)
1	CARBODY AND CABIN ASSEMBLY1	1 SET	9610 x 3440 x 3510	45,130
2	CRAWLER FRAME ASSEMBLY	2 NOS.	8970 x 1380 x 1370	20,700
3	COUNTER WEIGHT BASE PLATE WITH HANGER	1 NOS.	4100 x 1990 x 905	11,200
4	COUNTER WEIGHT	16 NOS.	1840 x 1200 x 490	5,625
5	CARBODY WEIGHT	2 NOS.	2700 x 2470 x 470	6,350
6	MAST ASSEMBLY	1 NO.	10240 x 1820 x 1040	3,150
7	LOWER BOOM ASSEMBLY WITH BACKSTOP	1 NO.	8300 x 2340 x 2430	5,150
8	UPPER BOOM ASSEMBLY with AUXILIARY SHEAVE ASSEMBLY	1 NO.	10500 x 2340 x 2360	4300
9	BOOM INSERT- 20FT + 10FT	1 NO.	9270 x 2340 x 2410	2650
10	BOOM INSERT- 40FT	5 NOS.	12 320 x 2340 x 2410	2900
11	FIX JIB INSERT 10FT	1 NO.	3 180 x 1020 x 920	115
12	FIX JIB INSERT 20FT	2 NO.	6 180 x 1020 x 920	200
13	FIX JIB- BOTTOM	1 NO.	4780 x 1040 x 930	250
14	FIX JIB- TOP	1 NO.	5060 x 1020 x 920	370
15	FIX JIB STRUT ASSEMBLY	1 NO.	5150 x 1200 x 820	340
16	250MT HOOK	1 NO.	2670 x 1820 x 1090	4640
17	150/100MT HOOK	1 SET	2850 x 940 x 1040	2550
18	70MT HOOK	1 NO.	1825 x 700 x 1255	1250
19	35MT HOOK	1 NO.	1575 x 700 x 1135	950
20	BALL HOOK	1 NO.	1200 x 380 x 380	450
21	CONTAINER	1 NO.	6100 x 2.45 x 2.45	4500 (APPROX.)
22	MISC ITEMS			

Handwritten signature