

TENDER SPECIFICATION

No. - BHE/PW/PUR/TPT- CRN /835/OJ

FOR

**TRANSPORTATION OF TATA 955ALC CRAWLER CRANE OF 75
MT CAPACITY FROM BHEL KHAPERKHEDA SITE TO BHEL UKAI
SITE**

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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LEGEND:

\$: Included in Tender Specifications Part-I. Hosted in BHEL web page (www.bhel.com) as file titled "**NIT+GCC 835 OJ**"

@: Issued as separate hard copy booklet 'Tender Specifications Part-II (Price Bid- OJ-835)'. Hosted in BHEL web page (www.bhel.com) as file titled "**PRICE BID- 835 OJ**"

Note:

Rest of the tender documents are included in Tender Specifications Part-I. Hosted in BHEL web page (www.bhel.com) as file titled "**TECH BID-835 OJ**"

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 /835/OJ

FOR

**TRANSPORTATION OF TATA 955ALC CRAWLER CRANE OF 75 MT
CAPACITY FROM BHEL KHAPERKHEDA SITE TO BHEL UKAI SITE**

EARNEST MONEY DEPOSIT: Please see Special Conditions of Contract.

LAST DATE FOR TENDER SUBMISSION: Please obtain updated information from web page
"http://www.bhel.com" → Tender Notifications → View
Corrigendum.

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

Sr.Dy. 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

(VIDE PARA 1.3 OF SECTION-I OF GENERAL CONDITIONS OF CONTRACT)

1	NAME OF THE TENDERER WITH ADDRESS		
2	NATURE OF THE FIRM	LIMITED / PARTNERSHIP / PROPRIETARY	
3	EMD DETAILS (Rs..... LACS 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 BHEL KHAPERKHEDA SITE TO BHEL UKAI SITE	YES	NO
17	SHORTEST ROAD ROUTE FROM BHEL KHAPERKHEDA SITE TO BHEL UKAI SITE.	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"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 	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 /835/OJ** 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 /835/OJ

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

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/835/OJ ISSUED BY BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-WESTERN REGION, NAGPUR, IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF.

I/WE HAVE CAREFULLY PERUSED THE FOLLOWING DOCUMENTS CONNECTED WITH THE ABOVE WORK AND AGREE TO ABIDE BY THE SAME.

1. INSTRUCTIONS TO 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-....

JOB: TRANSPORTATION OF TATA 955ALC CRAWLER CRANE OF 75 MT CAPACITY FROM BHEL KHAPERKHEDA SITE TO BHEL UKAI SITE

1. SCOPE OF WORK

- 1.1 The intent of specification is to provide the services for the transportation of TATA 955ALC crawler crane of 75 MT capacity from BHEL KHAPERKHEDA SITE TO BHEL UKAI SITE.
- 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 TATA 955ALC crawler crane of 75 MT capacity & 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.

2. Liasioning With BHEL Khaperkheda Site

Bidder has to contact construction Manager BHEL Khaperkheda Site before placing the trailers.

3. BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT

- 3.1. 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.
- 3.2. **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.**
- 3.3. **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.**
- 3.4. 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.

BHARAT HEAVY ELECTRICALS LIMITED: PSWR: NAGPUR
TENDER SPECIFICATION No. **BHE/PW/PUR/TPT- CRN /835/OJ**

- 3.5. 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.
- 3.6. 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 45 days** from the start of the work which include loading, unloading and travel time as required, in addition to the allowed time of 45 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.
- 3.7. The transporter shall place the vehicle at consignor place within 48 hours notice from the time of request of BHEL site / Owner representative.
- 3.8. 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 and variation from loading plan, then BHEL reserves the right to make full recovery of the damages from the transporter.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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.
- 3.12. 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.
- 3.13. 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.
- 3.14. The scope of work under this contract is deemed to be completed only when so certified by the Engineer in charge BHEL sites.
- 3.15. 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) 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 as 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.

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

3.17. **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.**

3.18. **Bidder shall submit details of road route and road distance from BHEL KHAPERKHEDA SITE TO BHEL UKAI SITE.**

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

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

The above information should be sent immediately once the consignment loaded 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.10,000/- (Rupees Ten 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

8.2.1 Security Deposit shall be furnished by the successful bidder. The rate of Security Deposit will be as 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.

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

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

- Cash (as permissible under the Income Tax Act)
- Pay Order, Demand Draft in favour of BHEL.
- Local cheques of scheduled banks, subject to realization.
- 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).
- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 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.
- 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 remitted (either by cash/DD or **BG for maximum 50%** of total SD) before start of the work and the balance 50% may be recovered from the running bills.
- EMD of the successful bidder shall be converted and adjusted against the cash Security Deposit excepting for such bidder who has remitted One Time EMD.
- The Security Deposit shall not carry any interest.

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.

8.2.3 SECURITY DEPOSIT SHALL BE REFUNDED TO THE TRANSPORTER ONLY AFTER SUCCESSFUL COMPLETION OF JOB.

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8.3 BANK GUARANTEE

- i. It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be held liable for issue of any reminders regarding expiry of the Bank Guarantees.
- ii. In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly conveyed through the Construction Manager to BHEL PSWR/HQ, Nagpur
- iii. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- iv. Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.**
- v. Bidders to ensure that the Bank Guarantees submitted are exactly as per format given in the Tender documents.
- vi. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due). However, in exceptional cases, where guarantee is directly received by Vendor, the Vendor shall instruct the Bank to send an unstamped duplicate copy of the guarantee directly to BHEL under Registered Post (Acknowledgement Due).

8.3.1 Guidelines for acceptance of Bank Guarantees are as follows :

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

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

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

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 TATA 955ALCCrawler crane and its sub assemblies as detailed in the Annexure-I.

12.2 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.

12.3 The quoted rates shall be inclusive of all contingency expenses at loading/unloading point and during the transit.

12.4 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 TATA 955ALCCrawler crane and its sub assemblies as detailed in the Annexure-I

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 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 mid of 1st week of Mar 2011. 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
Khaperkheda TPS (Expansion), P.O No. 1
1x500 MW Unit, Khaperkheda,
TQ: Saoner Distt., Nagpur

Consignee Address – BHEL Site Office
UKAI Unit-6 (1x500 MW), PO: Ukai
Distt.: TAPI (Gujarat)-394680

ANNEXURE-I

TRANSPORT MODULE FOR TRANSPORTATION OF CRANE					
STANDARD LOADING ADVISE SLIP FOR TATA 955 ALC CRAWLER CRANE					
Consig- nment No.	DESCRIPTION	Size of the Consignment in ft. L X W X H	QTY	WEIGHT IN MT	Trailers/Trucks required with dimensions LxWxH in ft.
1	REVOLVING FRAME INCLUDING POCKET COUNTER WTS. GANTRY & HOISTING ROPES.	18' X 10' 8" X 12'	1	28.0	35 MT STD Trailer
2	COUNTER WEIGHT	10' 5" X 2' 11" X 2' 4"	1	10.0	22 MT Flat Bed Trailer
	COUNTER WEIGHT	10' 5" X 2' 11" X 2'	1	9.0	
3	SIDE FRAME	18' 6" x 4' 3" x 3' 4"	2 (Each WT 9.8 MT)	19.6	22 MT Flat Bed Trailer
4	BOOM TOP WITH PENDANTS	31' 6" X 4' 2" X 3' 11"	1	1.8	40'x9'.8"x9'.8" size 15 MT Flat Bed Trailer
	BOOM BOTTOM WITH BACK STOP	21' X 4' 2" X 3' 11"	1	1.4	
	BOOM INSERT WITH PENDANT	20' X 4' 2" X 3' 11"	4 (Each WT 0.8 MT)	3.2	
	BOOM INSERT WITH PENDANT	10' X 4' 2" X 3' 11"	2 (Each WT 0.5 MT)	1.0	
5	CAR BODY	9' X 7' 10" X 6' 6"	1	7.0	40'x9'.8"x9'.8" size 15T Flat Bed Trailer.
	HOOK BLOCK 4 SHEAVE	5' 6" X 1' 8" X 1' 10"	1	0.7	
	HOOK BLOCK SINGLE SHEAVE	4' 10" X 2' 2" X 0.10"	1	0.3	
	HOOK BLOCK 2 SHEAVE	4' 10" X 2' 2" X 1'	1	0.4	
	JIB TOP	10' X 2' X 2'	1	0.3	
	JIB BOTTOM WITH STRUT	10' X 2' X 2'	1	0.3	
	JIB INSERT	10 X 2' X 2'	1	0.3	
	JIB HOOK	2' X 10" X 10"	1	0.2	
	SPARE PARTS BOX	4' X 4' X 3	2 (Each WT 1 MT)	2.0	
		Total Weight in MT		85.5	
TOTAL VEHICLES REQUIRED :					
1	35MT LOW BED TRAILER.	1 No.			
2	22 MT FLAT BED TRAILER	2 no.			
3	15 MT FLAT BED TRAILER.	2 Nos			

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	% COMPLETED AS ON DATE	ANTICIPATED COMPLETION DATE	REMARKS