

TENDER SPECIFICATION
NO. BHE/PW/PUR/CRN-TPT/OJ-131

**PROVIDING SERVICES FOR TRANSPORTATION OF
TATA TFC-280 CRAWLER CRANE FROM 2x250MW
BHILAI SITE TO 2x250MW BINA TPS SITE**

PART I
(TECHNICAL BID SPECIFICATION, NOTICE INVITING TENDER & GCC)

BOOK NO. :



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

C O N T E N T S

SL.N O.	DESCRIPTION	SECTION/ APPENDIX NO.	No of pages.
1.	TENDER SPECIFICATION (COVER PAGE)	--	1
2.	CONTENTS	--	1
3.	FORWARDING LETTER	--	1
4.	PROCEDURE FOR SUBMISSION OF SEALED TENDER	--	1
5.	CHECK LIST	--	2
6.	OFFER OF THE CONTRACTOR	--	1
7.	DECLARATION	--	1
8.	CERTIFICATE OF NO DEVIATION	--	11
9.	CERTIFICATE OF CONFIRMATION	--	1
10.	SPECIAL CONDITION OF CONTRACTS	--	13
11.	Proposed Loading plan for	ANNEXURE-I	1
12.	SIMILAR JOB CARRIED IN PAST SEVEN YEAR / CONCURRENT COMMITMENTS	APPENDIX-II	1

18	RATE SCHEDULE (PRICE BID : PART-II)		@
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LEGEND:

\$: Included in Tender Specifications Part-I. Hosted in BHEL web page (www.bhel.com) as file titled **"NIT+GCC-OJ-131"**.

@: Issued as separate hard copy booklet 'Tender Specifications Part-II (Price Bid-131)'. Hosted in BHEL web page (www.bhel.com) as file titled **"PRICE BID-131"**

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-OJ-131"**

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

TENDER SPECIFICATION DOCUMENT ISSUE DETAILS

TENDER SPECIFICATION NO: - BHE/PW/PUR/CRN-TPT/OJ-131

FOR

PROVIDING SERVICES FOR TRANSPORTATION OF CRANES

**75 MT CAPACITY TATA TFC-280 CRANE AND ALL ITS SUB ASSEMBLIES BY TRAILERS
FROM 2x250MW BHILAI SITE TO 2x250MW BINA TPS**

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:
THESE 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.
- In case customer approval is required for this package, bidder's offer will be accepted subject to approval of bidder by customer.

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. 10,000 BY DD ONLY OR ONE TIME EMD)	
4	VALIDITY OF OFFER (REQUIRED 6 MONTHS FROM DUE DATE)	
5	MOBILIZATION TIME WITHIN THREE DAY ADVANCE NOTICE FOR DEPLOYMENT OF VEHICLES AT SEA PORT FOR LOADING OF CONSIGNMENT	
6	WHETHER NO DEVIATION CERTIFICATE FURNISHED	YES NO
7	TENDERER HAS VISITED THE PROJECT SITE AND ACQUAINTED WITH MATERIAL HANDLING AT PORT	YES NO
8	DETAILS OF CONCURRENT JOBS ARE FURNISHED (AS PER RELEVANT APPENDIX)	YES NO
9	HEAD QUARTER'S ORGANISATION IS FURNISHED	YES NO
10	FINANCIAL STATUS OF THE COMPANY (RELEVANT ANNEXURE OF GCC) IS FURNISHED	YES NO
12	PROFIT & LOSS ACCOUNT FOR PRECEDING THREE YEARS IS FURNISHED	YES NO
13	LATEST SOLVENCY CERTIFICATE FROM THE BANKER IS FURNISHED	YES NO
14	LATEST INCOME TAX CLEARANCE CERTIFICATE OR COPY OF PAN CARD ACCOMPANIED BY 'IT RETURN' COPY IS FURNISHED	YES NO
15	POWER OF ATTORNEY ENCLOSED IN FAVOUR OF PERSON MAKING OFFER.	YES NO
17	DETAILS OF SIMILAR WORK DONE IN LAST SEVEN YEARS (AS PER RELEVANT APPENDIX) AND SUPPORTING DOUCMENTS FURNISHED.	YES NO

18	BIDDER HAS FAMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS.	YES	NO
19	WHETHER ALL THE PAGES OF THE TENDER DOCUMENTS ARE READ, UNDERSTOOD AND SIGNED	YES	NO
23	<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 SPECIAL CONDITION IN SECTION -4 }</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

NOTE: STRIKE OFF YES OR NO, AS APPLICABLE

DATE:

SIGNATURE OF TENDERER

SECTION-3

OFFER OF THE CONTRACTOR

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/CRN-TPT/OJ-131** 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.10,000/- (RUPEES TEN THOUSAND 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. 2,00,000/- (RUPEES TWO LAKHS 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.		

TENDER SPECIFICATION NO: BHE/PW/PUR/CRN-TPT/OJ-131

Declaration by Bidder's Authorised Signatory

I.....
hereby certify that all the information and data furnished by me with regard to this tender specification No. **BHE/PW/PUR/CRN-TPT/OJ-131** are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of the specification. I further certify that I am duly authorised representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Bidders's name & address

Authorised representative's signature with
Name, Official Seal and address

Date:

TENDER SPECIFICATION NO: BHE/PW/PUR/CRN-TPT/OJ-131

CERTIFICATE OF NO- DEVIATION

I/WE, M/s

hereby certify that notwithstanding any contrary indications / conditions elsewhere in our offer, I /we have neither set any terms and conditions nor there is any deviation taken from the tender conditions of BHEL's tender specification and I /we agree to all the terms and conditions mentioned in the BHEL's tender specification with the associated amendments , clarification etc..

SIGNATURE OF THE BIDDER
DATE:

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

SPECIAL CONDITIONS OF CONTRACT**TENDER SPECIFICATION NO: BHE/PW/PUR/CRN-TPT/OJ-131****ENQUIRY FOR TRANSPORTATION OF TOOLS & PLANTS****1.0 SCOPE OF WORK**

- 1.1 Providing the transport vehicle for transportation of Crawler Crane's sub-assemblies in dismantled condition. Brief details of crane and the consigner & consignee address is given as below:

S.no	Description of T&P	Consignor & Consignee Address		Tentative Schedule for transportation
		Consignor	Consignee	
1	Transportation of Crawler Crane, TATA Model No. TFC 280 75 MT capacity (Refer Annexure –I)	Construction Manager BHEL, Bhilai site office, 2x250MW, BESCL, Expans Project Vill. Purena, Bhilai, Distt. Durg-490021 (Chattisgarh)	Construction Manager BHEL Site office, 2 x250 MW BPSCL Bina TPP,Vill.- Jodh and Sirchopi,Tehsil-Bina,Distt.Sagar-470113(Madhya Pradesh)	30/09/2009
2	Contact Person	Mr. G. Vasudevan Mob. 09425235770	Mr. Anant Toppo Mob.0942560356	

- 1.2 Bidder shall provide trailers for transportation of crane & its subassemblies as envisaged in the Transport Modules of respective cranes (Refer enclosed Annexure I & II).
- 1.3 The weight & dimension of crane components given in transport modules/ loading slip are based on the original manufacturer drawing & documents.
- 1.4 The transportation schedule as indicated in above table is tentative, however it may be re-scheduled depends on their release from respective site. The exact date of requirement of the trailers shall be intimated in advance. On account of rescheduling of transportation of respective cranes, compensation shall be not entertained by BHEL.

2.0 OWNER'S OBLIGATION

- 2.1 BHEL will arrange for loading of consignment on trailers and trucks. Required cranes, slings and manpower needed for loading will be arranged and provided by BHEL.
- 2.2 BHEL will also arrange for unloading of consignment from trailers and trucks. Required cranes, slings and manpower needed for unloading will also be arranged and provided by BHEL.

- 2.3 BHEL shall issue required state permit for the goods being transported to that state if required.

3.0 TRANSPORTER'S OBLIGATION

- 3.1 BHEL attaches more importance for proper lashing / tying of consignment for safe transportation. Necessary wire ropes, manila ropes, turn buckles, tyre-garter 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 contractor to reach the material safe at final destination. 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.

3.2 Bidder shall take photograph each consignment after loading and after proper lashing / tying of consignment for safe transportation. Trailer number and lashing / tying arrangement should appear in the photograph clearly, if it is not possible in single photograph two photographs may be taken. Two set of photograph should be submitted to BHEL i.e. one set at consignee site and one set along with the invoice /final bill.

3.3

- 3.4 The details of crane, loose accessories and their dimension/weights are given in this tender specification for general guideline to bidder; however bidders are advised to see the crane physically at 2x250MW Bhilai site prior to submission of their offer. The weight & dimension of cranes and accessories given in the loading advice slip is based on the originals manufacturer drawing & document. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to given in loading advice slip. In this regards BHEL decision shall be final & binding upon the transporter. **Bidder shall provide wooden sleeper of sufficient length and size for placing the boom inserts on trailers.**

- 3.5 The transporter shall ensure that the consignments are delivered at destination in safe condition with minimum transit time. The standard time applicable for counting the transportation time shall be based on the travel rate of 100 Km / 200 Km / 300 Km / per day respectively for low bed Trailer, Flat bed trailer and standard Trucks. In addition to the normal time allowed, a grace period of 2 days is allowed to provide for any unforeseen contingency in transportation. For this purpose the date of loading and unloading will be excluded. Transportation delay beyond this limit will attract a token penalty @ 1% per day to the maximum @ 10% of individual consignment freight.

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

- 3.7 Transporter shall inform the date of placing the Trailer indicating the Registration No. to the concerned BHEL in charge in advance, so that delay at gate for want of entry permit can be avoided. Detention due to want of gate entry pass will not be entertained both in Loading point as well as unloading point.

- 3.8 All consignments are to be transported through shortest route only.
- 3.9 Trans-shipment of any consignment enrooted is not permitted. A token penalty of 20% of that consignment freight amount shall be levied, if any consignment is Trans-shipped because of any reasons without prior permission, apart from force majeure conditions. It is responsibility of Transporter for trans-shipment of goods without any extra cost on BHEL.
- 3.10 It is responsibility of transporter to carry out road survey between the destination points prior to movement of cranes and submitting the report to the owner 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.
- 3.11 BHEL shall take all care while loading the crane accessories as per transport module /model packing slip; however the contactor shall ensure & supervise proper loading at consignor end. There may be variation in weight and dimension of component as given in the model packing slip.
- 3.12 The entire sub assemblies of crane to be transported in number / type of vehicle as called in transport modules /model packing slip, due to unforeseen reason if vehicles are not loaded in accordance of transport modules /packing slip and resulting extra weight /volume and no extra claim shall be entertained in this regard what so ever may be the reason.
- 3.13 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 loading advice slip / 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. Items such as boom inserts, jib assembly must not be combined with counter weight/ hook block.
- 3.14 The entire road permits and licenses or any relevant authorization from competent authority shall be obtained by the transporter as required running the vehicle as per Indian Motor Vehicle Act. BHEL PSWR 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. The transporter shall be responsible for delivery of goods at destination in good condition of the consignment booked through them.
- 3.15 BHEL prefers their main consignments (Cabin/Revolving frame) being carried in the contractor's own vehicles only. If carried in a hired vehicle, the contractor should ensure that the party is reputed one and are having maintained vehicles and valid permits.
- 3.16 Transporters own escort will have to be accompanied with the Main consignments such as Upper work of crane for the entire period of transportation.
- 3.17 The scope of work under this contract is deemed to be completed only when so certified by the Engineer in charge BHEL site Bhilai and Bina.

3.18 Successful bidder shall produce RTO registration book as proof of loading capacity and fitness of trailer prior to loading.

3.19 Bidder shall submit details of road route and road distance from 2x250MW Bhilai site to 2x250 MW Bina TPS site

4.0 TRANSIT INSURANCE

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.

5.0 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/ BHEL's customer plant premises or else where. Ignorance of such regulations will not be accepted as an excuse. Spark arresters shall be provided on vehicles deployed to Hydrocarbon / Petrochemical installations/Refineries.

6.0 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 loading or unloading provided that the transporter shall place vehicles at the loading/unloading point in the early hours up to 10 hrs. 24 hrs time will be provided to the Owner for loading and unloading from the time of placement of vehicle. In case loading / 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.

7.0 EARNEST MONEY DEPOSIT, SECURITY DEPOSIT & BANK GUARANTEE

07.1 Earnest Money Deposit:

- i) EMD for this tender is Rs. 1,0,000/- (Rupees ten Thousand only).
- 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 Nagpur.
- 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 with this office (BHEL:PSWR:Nagpur) which will enable them to participate in all the future tender enquiries in respect of Erection and Commissioning services issued from this office. Interested bidders may clearly send their consent for converting the present EMD into a "One Time EMD" in their offer.

- 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/PSWR, Nagpur shall be enclosed along with the Offer

07.1.1 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.

07.1.2 EMD shall not carry any interest.

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

07.2 Security Deposit

07.2.1 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.

07.2.2 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 should have the approval of BHEL.
- 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 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.
- viii. 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.
- ix. 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.

7.2.3 SECURITY DEPOSIT SHALL NOT BE REFUNDED TO THE CONTRACTOR EXCEPT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT

07.3 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).

15.3.1 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, Maharashtra.

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 will release payment within 45 days of safe delivery of consignment at destination on submission of following documents.

1. The invoice in duplicate based on the accepted rate,
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. One set of photograph of consignment loaded on trailer (which should show the lacing of consignment & trailer registration No. clearly) shall be submitted with invoice.

Note: Non submission of above said photographs, a token penalty of Rs. 1000/- for each photograph of a consignment shall be deducted.

5. BHEL will release the payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, the following details are to be furnished by the Contractor pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker:

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

12.0 RATE SCHEDULE AND PRICING TERMS

- 12.1 Transporter shall quote the unit trailer/truck rate for providing the transports vehicles for the transportation of crane as per Transport Modules/ Packing slip for crane as called in the Price Bid Part -II Rate Schedule.
- 12.2 The weight & dimension of cranes, given in the Transport Module of Cranes /model packing (refer annexure) are based on the originals manufacturer drawing & document.
- 12.3 Few consignments shall carry extra weight/ ODC in nature; hence 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 model 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 Octroi is generally not payable, however if payable, it shall be re-imbruted at actual on submission of original receipt of payment

13.0 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.

BHARAT HEAVY ELECTRICALS LIMITED:PSWR:NAGPUR
TENDER SPECIFICATION No. **BHE/PW/PUR/CRN-TPT/OJ-131**

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.

SUSPENSION OF BUSINESS DEALING WITH CONTRACTORS

(w.e.f 18.05.09)

14.1 A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:

- I. Bidder does not honour his own offer or any of its conditions within the validity period.
- II. Bidder fails to respond against three consecutive enquires of BHEL.
- III. After placement of order, Bidder fails to execute a contract.
- IV. Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
- V. Bidder's performance rating falls below 60% in specific category.
- VI. Bidder works are under strike/ lockout for a long period.

14.2 A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-

- VII. Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
- VIII. Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.

- IX. Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.

14.3 A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:

- X. Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.
- XI. In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
- XII. Bidder is found to be involved in cartel formation.
- XIII. The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.
- XIV. The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- XV. The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.
- XVI. Bidder is found to have obtained Official Company information/ documentation by questionable means.
- XVII. Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.

15.0 **GENERAL**

- 15.1. 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.
- 15.2 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.
- 15.3 In case of contradiction between Rate in Figure and Rates Words, the lesser of the two shall be considered as correct.
- 15.4 In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

16.00 **CONSIGNEE & CONSIGNOR ADDRESS**

Please refer clause no. 1.1(Scope of work).

Annexure-I					
TRANSPORT MODULE FOR TRANSPORTATION OF CRANE					
STANDARD LOADING ADVISE SLIP FOR TATA -TFC-280 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 GANTRY	18' x 10' x 12'	1	27.6	40'x11' size 35 MT Low Bed Trailer 1 NO.
	SPARE PARTS BOX	4' X 3' X 3'	2 (Each weight 1.00MT)	2.0	
2	COUNTER WEIGHT "A"	10' X 4' X 1'	1	4.0	40'x9'.8" size 22 MT Flat Bed Trailer - 1 NO.
	COUNTER WT."C"	10'X3'X3'	1	8.8	
	COUNTER WT."B"	10.5'X2.4'X3'	1	8.8	
3	SIDE FRAME	18' 6" X 4' 3" X 3' 4"	2 (Each weight 10.00 MT)	20.0	40'x9'.8" size 35 MT Flat Bed Trailer - 1 NO.
	CAR BODY	8' 8 " X 7' 10" X 6' 6"	1	9.76	
	HOOK BLOCK 4 SHEAVE	5' 6" X 1' 8" X 1' 10"	1	0.7	
4	BOOM TOP WITH PENDENTS	31' 6" X 4' 2" X 3' 9"	1	1.8	40'x9'.8"x9'.8" size 15 MT Flat Bed Trailer - 1 NO.
	BOOM BOTTOM WITH BACK STOP	21' x 4' 2" x 3' 9"	1	1.4	
	BOOM INSERTS WITH PENDENTS	20' X 4' 2" X 3' 9"	4 (Each weight 0.8 MT)	3.2	
	BOOM INSERTS WITH PENDENTS	10' X 4' 2" X 3' 9"	2 (each weight 0.5MT)	1.0	
		Total Weight in MT		89.06	
TOTAL VEHICLES REQUIRED :					
	35T Low Bed Trailer	1 No.			
	15T Standard flat bed Trailer	1 No .			
	35 T Standard flat bed Trailer	1 No.			
	22 T Standard flat bed Trailer	1 No.			

APPENDIX-I

SIMILAR JOB CARRIED IN PAST SEVEN YEAR / CONCURRENT COMMITMENTS

SL. NO	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN- CHARGE	DESSCRIPTIO N OF THE WORK	VALUE OF THE CONTRACT	COMMENC- EMENT DATE	SCHED U-LED COMPL E-TION	% COMPL- TD. AS ON DATE	ANTICIPA- TED COMPLN. DATE	REMARKS

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