

TENDER SPECIFICATION  
TENDER NO.BHEL: PSSR: FEX: 248:28E  
FOR

**Hiring of one number Heavy duty Crawler crane of  
capacity 750MT Or above at 2 X 800MW NTPC  
Darlipalli site Odisha.**

**PART I – TECHNICAL BID**

**TENDER NO. BHEL: PSSR: FEX: 248:28E:**

THIS TENDER SPECIFICATION ISSUED TO

M/S-----  
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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



# NOTICE INVITING TENDER



**Bharat Heavy Electricals Limited**  
**Power Sector - Southern Region**  
**EVR Periyar Building**  
**690 (old No 474), Anna Salai, Nandanam**  
**Chennai - 600 035.**  
**Phone: 044 – 28286829, 24310242 Fax: 044 – 2432 7719**  
**E-mail address: seenu@bhelpssr.co.in**

**BHEL:PSSR:FEX:248:28E**

**30-07-2015**

## **NOTICE INVITING TENDER (NIT)**

To

Dear Sir/Madam

**Sub : NOTICE INVITING TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

### **1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	<b>BHEL:PSSR:FEX:248: 28E: DT 30-07-2015</b>
ii	<b>Broad Scope of job</b>	<b>Hiring of one number Heavy duty Crawler crane of capacity 750MT Or above at 2 X 800MW NTPC Darlipalli STPP Odisha.</b>
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
a	Volume-IA	Technical specifications/Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, <i>Terms of payment, etc</i>
b	Volume-IB	<b>Special Conditions of Contract SCC</b>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>
d	Volume-ID	<i>Forms and Procedures</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i>

iv	Issue of Tender Documents	1. Sale from BHEL PSSR Regional office at Chennai Start : 30/07/2015 , Time : 10.00 HRS Closes: 12/08/2015 , Time : 1200 HRS 2. From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) Tender documents will be available for downloading from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 12.08.2015, Time : 1500 Hrs IST Place : BHEL PSSR CHENNAI	Applicable
vi	OPENING OF TENDER	Date 12.08.2015, Time :15.30 Hrs	Applicable

		Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	
vii	EMD AMOUNT	<b>Rs 2,00,000/- (Rupees Two Lakhs )</b>	Applicable
viii	COST OF TENDER	<b>Rs.2000/-(Rs Two Thousand only)</b>	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	06-08-2015	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b><u>and not in the newspapers</u></b> . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno- commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at PSSR Chennai issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ Chennai, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Chennai. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

**PART-I consisting of PART-I A (Techno Commercial Bid) & PART-I B (EMD/COST of TENDER) in two separate sealed and super scribed envelopes (ENVELOPE-I & ENVELOPE-II)**

**PART-II (Price Bid) - in sealed and super scribed envelope (ENVELOPE-III)**

One set of tender documents shall be retained by the bidder for their reference

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below.(All pages to be signed and stamped)

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b>ENVELOPE – I super scribed as :</b> PART-IA (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: <b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications /Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender	
vii.	Notice inviting Tender (NIT)	
viii.	Volume - I A Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Terms of payment, etc	
ix.	Volume - I B : Special Conditions of Contract (SCC)	

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x.	Volume - I C : General Conditions of Contract (GCC)	
xi.	Volume - I D : Forms & Procedures	
xii.	UNPRICED - without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	
	<b>PART-I B</b>	
	<b><u>ENVELOPE – II superscribed as:</u></b> PART-IB(EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
i.	1.Earnest Money Deposit (EMD) in the form as indicated in this Tender <u>OR</u> . Documentary evidence for 'One Time EMD' with the BHEL PSSR Chennai  2.Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-III superscribed as:</b> PART-II (PRICE BID ) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	<b>OUTER COVER</b>		
	<b>ENVELOPE-IV</b> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:		
	<b>CONTAINING THE FOLLOWING:</b>		
i	Envelope	I	
	Envelope	II	
	Envelope	III	

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### SPECIAL NOTE :

**All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.**

- 7.0 **Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.**
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Assessment of Capacity of Bidders: NOT USED**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.



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- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDs' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an —Indian Agent of Foreign Principals, 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie Up) - **NOT USED**
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 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](http://www.bhel.com).
- 27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- 28.0 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their Acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the Tender process and will invite action by BHEL as per extant guidelines in vogue.  
Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.
29. It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

**30.0 Order of Precedence**

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) — Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

INCHARGE/FEX

**Enclosure:-**

- I. Annexure- 1 Pre Qualifying Requirements
- II. Annexure- 2 Check List.
- III. Annexure- 3 GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)
- IV. Annexure- 4. Declaration of bidder for RA-
- V. Annexure -5 Authorization for RA Details
- VI. Annexure -6 Certificate by Chartered Accountant

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**Annexure-1**

**PRE QUALIFYING REQUIREMENTS**

A	"HIRING OF HEAVY DUTY CRAWLER CRANE (750MT OR ABOVE CAPACITY) AT DARLIPALLI SITE
TENDER NO	<b>TENDER NO. BHEL:PSSR:FEX:248:28E</b>

SL. NO.	PRE QUALIFICATION CRITERIA	NAME AND DESCRIPTION OF QUALIFYING CRITERIA
A	Submission of Integrity Pact duly signed	<b>Not Applicable</b>
B	<p><b><u>Technical</u></b></p> <p>a).Bidder should have provided at least one crane of 250 MT or above capacity Hydraulic crane on hire in last 7years as on the date of Technical Bid opening.</p> <p>b.)Bidder has to furnish details of the crane i.e. Present location of the crane, complete specifications, make and model along with the load chart and range diagram of the proposed crane to be deployed for the tendered job.</p> <p>c). <b>Relevant documents in support of all above shall be submitted By the bidder)</b></p> <p>d) Bidder has to start mobilizing the crane within 4 (Four) days from the date of receipt of LOI and also to ensure the availability of crane at Darlipalli site by end September 2015</p>	<b>Applicable</b>
C C-1	<b><u>Financial</u></b> Turnover	<b>Not Applicable</b>
C-2	<b>Net worth</b>	<b>Not Applicable</b>
C-3	<b>Profit</b>	<b>Not Applicable</b>

D	Assessment of capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	<b>Not Applicable</b>
E	Approval of customer	<b>Not Applicable</b>
F	Consortium Criteria	<b>Not Applicable</b>

CHECK LISTANNEXURE - 2**NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( ✓ ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable _____	YES/NO
11	Declaration by Authorised Signatory	Applicable _____	YES/NO
12	No Deviation Certificate	Applicable _____	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable _____	YES/NO
14	Declaration for relation in BHEL	Applicable _____	YES/NO
15	Non Disclosure Certificate	Applicable _____	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO

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18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ _____	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE**  
**APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

**DATE :**

**AUTHORISED SIGNATORY**  
**(With Name, Designation and Company seal)**

**GENERAL CONDITIONS OF REVERSE AUCTION**

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process, provided minimum four bidders have submitted online sealed bids.

## REVERSE AUCTION

### RA 1 REVERSE AUCTION

RA 1.1 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. **All bidders to give their acceptance for participation in RA (Refer Annexure 7 to Notice Inviting Tender). Non-acceptance to participate in RA may result in non-consideration of their bids in RA.**

RA 1.2 BHEL may opt for Reverse auction depending on situation as per company policy. **For this tender, Reverse auction will be conducted only if minimum four bidders are participating in reverse auction.** In case BHEL opts for RA, then the price bids of bidders who fulfil all the following conditions only shall be opened.

RA 1.2.1 The bidders should have qualified techno-commercially

RA 1.2.2 The bidders should have submitted their acceptance to participate in the RA vide enclosed format.

RA 1.3 In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

RA 1.4 The start price intimated by BHEL may be displayed to the bidders during reverse auction bidding process as 'L1 price' or 'start / base price'. In cases where the start price mentioned by BHEL is not displayed as L1 price and no bidder accepts that price, RA is to be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

In such cases, no cognizance of online sealed bids shall be taken. In case the L1 bidder of "sealed envelope price bid" has quoted a lesser price in the "on-line sealed bid", cognizance of the same shall be taken for price negotiations.

RA 1.5 In case BHEL decides not to conduct RA, the envelope sealed price bids of all techno-commercially qualified bidders, along with price impact, if any, shall be opened and processed as per company Policy.

### RA 2 TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item / system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- RA 2.1 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- RA 2.2 Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- RA 2.3 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- RA 2.4 In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- RA 2.5 Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- RA 2.6 Bidders have to fax the Compliance form (annexure- RA III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- RA 2.7 In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- RA 2.8 Reverse auction will be conducted on scheduled date & time.
- RA 2.9 At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- RA 2.10 The lowest bidder has to fax / e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure- RA V) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- RA 2.11 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- RA 2.12 Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
- RA 2.13 If the Bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted.
- RA 2.14 The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.



**RA 2.15** In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) shall not be allowed to participate in further RA process.

**RA 3 BUSINESS RULES FOR REVERSE AUCTION - TENTATIVE**

**(The business rules given here are only for information and the authorized rules shall be intimated before reverse auction by service provider)**

**RA 3.1** This has reference to tender no {tender number....date...}. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.

The technical & commercial terms are as per

- (a) BHEL Tender Enq. No. {...} dated {...},
- (b) Bidders' technical & commercial bid (in case of two part bid) and
- (c) Subsequent correspondences between BHEL and the bidders, if any.

**RA 3.2 Schedule for reverse auction:**

The Reverse Auction is tentatively scheduled on {date}:

**- Online Sealed Bid:-**

□ {Start Time:

□ Close Time: }

**- Online Reverse Auction:-**

□ {Start Time:

□ Close Time: }

**RA 3.3 Auction extension time:** If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints / Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail / fax to M/s. {Service provider} with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

RA 3.4 **Bid price:** The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.

**Note:** For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

RA 3.5 **Bidding currency and unit of measurement:** Bidding will be conducted in {Indian Rupees per Unit} of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

RA 3.6 **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

RA 3.7 **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

RA 3.8 **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

#### RA 3.9 **Procedure of Reverse Auctioning**

RA 3.9.1 **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.

RA 3.9.2 **Online Reverse Auction:** The "opening price" i.e. start price for RA and "bid decrement" will be decided by BHEL.

RA 3.9.3 If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.

RA 3.9.4 Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.

RA 3.9.5 After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

RA 3.9.6 If no bid is received in the auction system / website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

- RA 3.9.7 Only those bidders who have submitted the “online sealed bid” within the scheduled time shall be eligible to participate further in RA process. However, the **H1 bidder (whose quote is highest in online sealed bid) shall not be allowed to participate in further RA process.**
- RA 3.9.8 Any commercial / technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial / technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
- RA 3.9.9 Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
- RA 3.9.10 During the RA if a bidder is not able to bid and requests for extension of time by fax / e-mail / phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a

reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

**RA 3.9.11 Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of "each lowest proxy bid" and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

**RA 3.9.12** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.

**RA 3.9.13** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also

explain the bidders, all the rules related to the Reverse Auction / Business Rules

Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.

- RA 3.9.14 Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in Annexure - RA V after the completion of auction to M/s. Service provider besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
- RA 3.9.15 Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
- RA 3.9.16 Bidders bid will be taken as an offer to execute the work / supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
- RA 3.9.17 Bidders shall be assigned a **Unique User Name & Password** by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL / M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders / bidders' company.
- RA 3.9.18 Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- a. Leading (Running Lowest) Bid in the Auction (only total price of package)
  - b. Bid Placed by the bidder
  - c. Start Price
  - d. Decrement value
- RA 3.9.19 After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
- RA 3.9.20 BHEL reserves the right to cancel the Reverse Auction process / tender at any time, before ordering, without assigning any reason.
- RA 3.9.21 BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- RA 3.9.22 Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- RA 3.9.23 Bidders are required to submit their acceptance to the terms / conditions / modalities before participating in the Reverse Auction in the process compliance Form as per Annexure- RA III.

- RA 3.9.24 BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
- RA 3.9.25 If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {Service provider} the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL / service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Process Compliance Form

**(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)**

To

- M/s. {Service provider  
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry / RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will email / fax the price confirmation & break up of our quoted price (including that of line items) as per *Annexure – RA V* within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.
- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

**RA price confirmation and breakup**

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-

-Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{\_\_\_\_\_} for item covered under tender enquiry No. {...} dt.{...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {.....} District, {.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT} as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {\_\_\_\_\_} days.

The price break-up including that of line items is as given below.

=====

Total - Rs.

=====

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**



**DECLARATION BY BIDDER FOR PRICE OPENING THROUGH REVERSE AUCTION**

(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Bidder for Price opening through Reverse Auction

Ref : 1) NIT / Tender Specification No: .....  
2) Participation in the Reverse Auction

We have studied and understood the clauses of Reverse auction published in the tender specification.

**Strike out either (1) or (2) of the following whichever is not applicable.**

1. I / We, hereby declare that I / we **shall be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.
2. I / We, hereby declare that I / we **shall not be** participating in the Reverse Auction in case BHEL opts for opening the price bid through Reverse auction.

Yours faithfully,

**Date:** (Signature, Date & Seal of Authorized Signatory of the Bidder)

**ANNEXURE – 5****Authorization of representative who will participate in the on line Reverse Auction Process:**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

## ANNEXURE-6

**BHEL:PSSR:FEX:248:28E:**

**DT:30-07-2015**

### Certificate by Chartered Accountant on letter head

This is to certify that M/s. \_\_\_\_\_, (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-Ii) \_\_\_\_\_ dtd. \_\_\_\_\_, Category: \_\_\_\_\_ (Micro / Small)). (Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year \_\_\_\_\_ as per MSMED Act 2006 is as follows:

1. **For Manufacturing enterprises:** Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs. \_\_\_\_\_ Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs. \_\_\_\_\_ Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs. \_\_\_\_\_ Lacs is within permissible limit of Rs. \_\_\_\_\_ Lacs for \_\_\_\_\_ Micro / small (Strike off which is not applicable) category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category as notified vide S.O.No. 3322(E) dated 01-11-2013 published in gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Account



## **Bharat Heavy Electricals Limited**

Power Sector - Southern Region

EVR Periyar Building

690 (old No 474), Anna Salai, Nandanam

Chennai - 600 035.

Phone: 044 – 28286829, 24310242 Fax: 044 – 2432 7719

E-mail address: seenu@bhelpssr.co.in

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**TENDER NO: BHEL: PSSR:FEX:248:28E: DT:30-07-2015**

### **VOLUME 1A**

#### **TECHNICAL SPECIFICATION AND TECHNICAL CONDITIONS OF CONTRACT**

**Hiring of one number Heavy duty Crawler crane of capacity 750MT  
Or above at 2 X 800MW NTPC Darlipalli TPP Orissa.**

## BHEL/POWER SECTOR SOUTHERN REGION CHENNAI-600 035

**BHEL:PSSR:FEX:248:28E:****DT:30-07-2015****TECHNICAL SPECIFICATIONS AND TECHNICAL CONDITIONS OF CONTRACT****1. SCOPE OF WORK:**

This tender specification is for the work of "HIRING OF HEAVY DUTY CRAWLER CRANE (750MT OR ABOVE CAPACITY) AT 2X800 MW NTPC DARLIPALLI ORISSA ON HIRING BASIS.

- 1.1. **CRANE OFFERED SHOULD BE MINIMUM 750MT OR ABOVE CAPACITY WITH SUITABLE MAIN BOOM AND FLY/ LUFFING JIB CONFIGURATION TO MEET FOLLOWING REQUIREMENTS.**

**CRITICAL LOAD REQUIREMENT TO BE HANDLED BY THE PROPOSED CRANE**

Crane shall be capable of lifting a minimum Load of 150 MT below hook (excluding weight of hook block, slings, wire ropes and other lifting tackles) This requirement can be met with Main boom or with suitable boom and jib combination. The hook block with a ceiling girder flange width of 1.5m must not foul with the boom at girder elevation (Top of Girder) of 110M. At this elevation, sufficient clearance must exist between the boom and the girder flange. A lifting drawing showing clearances between the boom and the girder flange shall be submitted with the technical offer. After the erection of Ceiling girders, the crane shall be capable of erecting, Welded beams, Silencer and other top roof structures also as per the technical specifications given below. Apart from meeting the above requirement, the crane shall be supplied with minimum 24M Jib

**A. CEILING GIRDER :**

SL.NO	DESCRIPTION	WEIGHT & DIMENSIONS
a	NET WEIGHT OF HEAVIEST GIRDER	150MT
b	ELEVATION AT BOTTOM OF GIRDER	105.51Mtr
c	ELEVATION AT TOP OF GIRDER	110Mtr
d	LENGTH OF GIRDER	32.8Mtr
e	DEPTH OF GIRDER	4.5 Mtr
F	WIDTH OF GIRDER FLANGE	1.5 Mtr
	<b>WELDED BEAM</b>	
	ELEVATION OF WELDED BEAMS	107.168 Mtr
	WEIGHT OF WELDED BEAM	11.25MT
B	<b>SILENCER</b>	
a	NET WEIGHT	15MT
b	ELEVATION AT TOP OF SILENCER	123.74Mtr

Interested parties are requested to visit BHEL Darlipalli site to see the site conditions before submitting the offer.

## BHEL/POWER SECTOR SOUTHERN REGION CHENNAI-600 035

**BHEL:PSSR:FEX:248:28E:****DT:30-07-2015**

The crane shall be provided with all accessories, operator cum mechanic, helper, service and maintenance staff, fuel and all other consumables for the erection of ceiling girders, Welded beams, Silencer etc and Boiler and auxiliaries and any other material handling works which are required to be carried out as per the requirement at 2 x 800MW NTPC Darlipalli Super Thermal Power Project, Orissa from time to time.

- 1.2. If the capacity of the offered cranes is capable of lifting more than the critical loads specified as above, BHEL shall use the rated capacity of the crane at it's discretion without any financial implication

**2.0. SCHEDULE OF CRANE MOBILIZATION, DEMOBIZATION & LOCATION**

- 2.1 For a period of **06 (SIX) months** from the date of commissioning & handing Over

The deployment of the crane shall be from End SEPTEMBER **2015** at site. The Crane with all accessories shall have to be transported & physically mobilized including operator, helper to BHEL DARLIPALLI PROJECT Site by End September 2015 from the date of Receipt LOI/ notice by Site construction Manager BHEL Darlipalli. Similarly, the crane shall be demobilized from site within 60 days from the date of intimation by Site construction Manager BHEL Darlipalli for demobilization.

CONSIGNEE details of Darlipalli site is as follows:

THE SITE INCHARGE

BHEL SITE OFFICE,

2x800MW NTPC DARLIPALLI STPP,

DIST. SUNDERGARH (Odisha- 770072)

- 2.3. In case of exigency site requirement, Contract period is further extendable for additional months if required at the same terms and conditions of Tender **with rate as per clause no 7.4**

## BHEL/POWER SECTOR SOUTHERN REGION CHENNAI-600 035

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2.4. If the performance of the crane is not satisfactory, the contract may be terminated at any time during the contract period.

**2.5** FORE CLOSURE OF CONTRACT

Depending upon the requirement, at the time of Tendering process, BHEL will either close the contract in full, or in part before finalizing this contract. BHEL also reserves the right to short close the contract, if the crane deployed at site is no more required, at any stage of the contract with a notice period of 15 days for short closure without any compensation to the contractor. Hiring charges of the crane, in such case shall be paid on pro rata basis of the monthly rate for the no. of days worked at site.

**3.0** WORKING HOURS.

3.1. The crane with operator and helpers should be available for service at site on all the working days minimum 11 hours per day including 1 hour brake and 26 days per month excluding Sundays or Weekly holidays. Timings shall be fixed by Darlipalli site (Orissa) as per the operational convenience.

3.2. The crane shall be made available throughout the contract period including holidays.

3.3 Allotment of weekly and other holidays for crane crew is at the discretion of BHEL and will be decided by BHEL/Darlipalli site according to the requirements from time to time. Only holidays as declared by BHEL apart from weekly holidays have to be followed. This may have to be adjusted by crane operator and his crew to suit the requirement of site. If necessary, Operator with his crew shall be available for the operation of their crane at holidays in exigency.

3.4. In case of emergency, at the discretion of site in charge, holiday working and extended hour working may be considered.

**4.0** . TERMS OF PAYMENT

4.1 100% Payment of monthly hire charges will be made once in a month at BHEL/ Darlipalli site as certified by the BHEL Engineer In charge at site as per the terms and conditions.

4.2 The rates quoted shall be inclusive of all taxes and duties excluding Service Tax and Educational Cess which as applicable shall be paid by BHEL against Invoice separately

4.3 The contractor shall pay all taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges (except service tax as mentioned in Clause No.4.2) which may be levied on the input services consumed and output

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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

- 4.4 Contractor has to make his own arrangement at his cost for completing the formalities, if required, with Sales Tax/VAT Authorities, for bringing all their material, plant and equipment etc at site for the execution of the work, including arrangement of Road Permits if and as applicable under the relevant VAT Act.

#### **5.0.RATE SCHEDULE**

- 5.1 Rates for Monthly Rental of the Crane for Six months inclusive of **all lubricants, grease, spare parts, filters, fuel, consumables, operator, helper, Maintenance staff etc.** based on the working hours as mentioned in clause 3.1 above including Mobilization and De-mobilization charges together for the crane to & from site are to be quoted as “A” in the enclosed Price Schedule Format as per Volume –II part II of this Tender. **Evaluation of the Price Bid will be done based on this quoted rate “A”.**

- 5.2. Based on the quoted rate, Monthly Charges for Crane Hiring would be fixed as per formula  $= (Ax0.8)/6$ . Mobilization Charges would be fixed as per formula  $= (Ax0.1)$  and Demobilization Charges would be fixed as per formula  $= (Ax0.1)$ . In case of extension period, if any, the Monthly Hire Charges will be paid only as fixed above and as per clause 7.4 and no changes will be made in mobilization & Demobilization charges.

- 5.3 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.

- 5.4 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.



**BHEL:PSSR:FEX:248:28E:****DT:30-07-2015****6.0 Service Tax & Cess on Service Tax**

6.1 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 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 hereon.

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 breakup of all values for each nature of Service.

**6.2 New Taxes/Levies**

In case the Government imposes any new levy/tax on the output service/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.

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No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input 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.

- 6.3 Entry tax if applicable has to be included in the quoted price and WAY BILLS if required for dispatching the goods shall be arranged by the bidder. BHEL Shall not provide road permits/waybills

## **7.0 SPECIFIC TERMS**

- 7.1. **BHEL will consider only the Lowest offer among the offers received from the agencies whoever succeeds as lowest bidder against respective cranes as per Rate schedule.**
- 7.2. In case the bidder quotes multiple models of cranes against a particular requirement, the lowest rate among the technically accepted models shall be considered for comparison and awarding.
- 7.3 The Accepted rate shall remain firm through out the contract period.
- 7.4. **In case of exigency of site requirements, BHEL reserve the right to further extend the contract beyond contractual period. However monthly hire charges for the extended period shall be 90% of the monthly hire charges agreed for the regular contract/hiring period.**
- 7.5 The offer submitted by the agency shall be kept valid for a period of 180 days from the date of tender opening.
- 7.6 The accepted rate shall be inclusive of **maintenance and operation** of the crane. The bidder should provide one mechanic cum Operator and helpers as required for operation and maintenance of their cranes at site without affecting the work.
- 7.7 Working on holidays and Sundays and extended hour working beyond normal working hours shall be considered as overtime, payable at pro rata at 25% of the monthly accepted crane hiring charges and for extended period of hiring shall be worked out prorata at 25% of accepted monthly hire charges at the time of extension.

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7.8 Calculation for hourly rate for Holiday working and extended hour working for normal period of hiring =  $\frac{\text{Monthly hire charges} \times 0.25}{26 \text{ days} \times 11}$

7.9 Calculation for Holiday working and extended hour working for extended period of hiring beyond the normal contract period

$\frac{\text{Monthly hire charges for extended period ( Agreed monthly hire charges} \times 0.9) \times 0.25}{26 \text{ days} \times 11}$

7.10 . No Advance payment will be made by BHEL for this contract.

#### 7.11 MOBILIZATION AND DE MOBILIZATION CHARGES

Mobilization and demobilization charges shall be payable as per clause 5.2 above.

Payment of mobilization charges shall be made at BHEL/ Darlipalli site on successful commissioning and load testing of the crane by the Tenderer as certified by the BHEL Engineer In charge.

7.12. Payment of demobilization charges shall be made at BHEL/Darlipalli site on receipt of written confirmation from site In charge of BHEL that crane has been dismantled and removed from site in all respects by the Tenderer.

#### 7.13 FUEL& CONSUMABLES

Fuel and consumables for the operation of crane has to be arranged by the bidder. The rate quoted for monthly hire charges shall be inclusive of fuel and consumables. In case contractor fails to provide the required fuels, consumable etc in time, BHEL reserves the right to supply the same and deduct the cost from contractor's (Crane hiring agency) bill with applicable overhead charges. **For recording the hours of operation, vendor is required to maintain a separate register at site, which shall be certified by site engineer.**

7.14 Fuel charges shall be recovered from the monthly crane hire charges for the non Operating hours at the rate of Rs 500/- per hour.

#### 8.0 OTHER TERMS AND CONDITIONS.

The crane to be offered should be in good working condition as on date of opening of Technical bid. The physical inspection of crane at it's present location will be carried out by BHEL if required

8.1. The crane should be in good working condition and shall be Inspected, load tested and Certified by Competent Person of third party agency Certified by Director of Factories at site before the Crane is put into operation.

8.2. The Bidder should submit valid test certificate for the crane to be deployed at site. Load test has to be conducted at site as per the test procedure for which necessary load materials shall be provided by BHEL.

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- 8.3. Crane deployed at site should preferably be same as offered in the bid. BHEL Reserves the right to accept or reject any crane, other than offered crane in the bid. in case the bidder decides to deploy any other crane (other than offered in the bid) of the same or better specification due to whatsoever reason, its acceptance shall solely be at BHEL's discretion. In such a case, the bidder shall furnish complete details of the crane proposed to be deployed and deployment shall be done only after permission from BHEL.**
- 8.4 Only BHEL cranes as available at sites will be provided free of hire charges including fuel and operator for unloading from trailer, Assembly, commissioning, dismantling and loading of the hired crane at BHEL/ Darlipalli site.
- 8.5 In case, suitable capacity assist cranes are not available with BHEL, it is the responsibility of the bidder for arranging suitable assist cranes for unloading from trailer, assembly, commissioning, dismantling and loading of the hired crane on to the trailer within the quoted rate.
- 8.6. The deployed crane should give trouble free operation without affecting the erection work.
- 8.7 The bidder must maintain and operate crane regularly at site with their man power. Breakdown/repair should be immediately attended by the bidder. The bidder shall maintain a log book giving full operation, routine/ preventive maintenance and break down details and obtain signature of Engineer In charge of site on a daily basis or as per the site procedure. Original log sheets shall be submitted to BHEL at the end of every month and before submission of monthly bills at site.
- 8.8. The cost of any repair arising during the operation should be borne by the bidder
- 8.9 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs.
- 8.10 In case of absence of operator, the bidder should make an alternative arrangement for the continuation of work to meet the erection requirement of site.
- 8.11 Shifting of crane in the same site from one location to other location and time period required for extending and reducing the booms shall be considered as hiring period.
- 8.12. For boom extension and reduction of the hired crane, assist crane available at site will be provided by BHEL free of charges with fuel and Operator
- 8.13 Man power required for boom extension and reduction of the hired crane shall be provided free of cost by BHEL/BHEL's sub-contractor.

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- 8.14 Necessary tools & plants including supports that are required for resting booms etc for booms extension and reduction and supervision/ guidance for the above job are included in the scope of bidder
- 8.15 If the crane become idle due to any failure of the crane, the hiring charges for the total hours for making the crane operational will be deducted on pro-rata basis from the accepted monthly hiring charges.
- 8.16 In case of total failure of the crane at site, the contractor should substitute a similar crane within 30 days. Failing which, BHEL would arrange required crane at the risk and cost of bidder.
- 8.17. Bidder has to make their own arrangement for accommodation, transport and other amenities for their crew at site.
- 8.18. Bidder shall arrange the entry gate pass for their crew for which necessary documents will be forwarded by BHEL.
- 8.19. BHEL shall provide space free of cost to the contractor at Site, where they are to maintain a shed/container for working facility of their personnel and keeping/storing of their required hand tools, spares, slings, consumables etc. as necessary.
- 8.20. Electrical Power/illumination for your crane operation/maintenance works at site shall be provided by BHEL at free of cost basis.
- 8.21. Crane operators deployed under this contract should possess valid license for crane operation. Necessary documents are to be submitted at site while deploying the operator.
- 8.22 SECURITY DEPOSIT: Security deposit shall be as per GCC. The EMD of successful tenderer shall be retained towards part of Security deposit
- 8.23. The bidder has to furnish all details regarding age proof, ownership details and insurance coverage taken for the crane

**BHEL:PSSR:FEX:248:28E:****DT:30-07-2015**9.0. SAFETY

9.1. BHEL shall not be responsible for any accident /injury to the bidder's crew while the crane is in operation at site.

9.2. Generally it is not advisable to leave the load on the hook without operator and the Engine in off condition. If the hired crane has to be left with the load on hook, this has to be discussed mutually by the site in charge with hiring agency

9.3 The bidder has to assume full responsibility of the safety of their crew and to comply with all statutory/ safety regulations/security requirements of BHEL.

## 10.0. HEALTH SAFETY &amp; ENVIRONMENT.

10.1. The vendor will follow HSE Policy of BHEL/PSSR and work as per the safety guidelines which is in line with ISO;14001 and OHSAS: 18001 standards as applicable for the contract. A list of guidelines which should be strictly followed by the vendor is as follows.

- a) Report accident report immediately after the occurrence.
- b) Every worker should use PPE as per his trade. All PPE should confirm to IS
- c) Check fitness of the PPE and lifting tackles weekly and record in a register which will be verified by BHEL.
- d) Deploy fire fighting equipment and refill before expiry.
- e) Nobody will be allowed to work in heights without safety belt with lifeline secured to a fixed member.
- f) Good house keeping has to be maintained as applicable for crane.
- g) First aid boxes have to be kept and maintained with the crane.
- h) All vehicles should have backlight, reverse horn and reversing light
- i) Crane operator shall have proper licence as applicable.
- j) ELCB has to be used. No temporary connection shall be allowed.
- k) Proper platform and hand rail has to be provided with crane.
- l) All electrical equipment shall be earthed at two points.
- m) The other activities to maintain strong HSE conditions at site beyond the list of guidelines shall have to be done by the bidder if applicable.

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- 10.2. Bidder shall be required to take Comprehensive Insurance Policy for the crane with Third Party Liability cover as well as adequate Insurance for Bidder's Crew before deployment of the crane at site. If due to negligence and of non observation of safety and other precautions, any accident/injury occurs to any other persons/public/property, the bidder shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities/Statutory Authority.
- 10.3. Any loss or damage to BHEL or customers property due to negligence of the crew employed by the bidder is attributable to the bidder.
- 10.4. ESI/EPF for bidder's crew shall be maintained by the bidder. On demand the same should be produced to BHEL/Customer for their verification.

#### 11.0 LIQUIDATED DAMAGES

The agency is to clearly understand that Time is the essence of the contract. Therefore the deployment of crane specified in the work order should be made within the time limit prescribed therein. Where the agency deploy the crane beyond the period specified in the work order, BHEL will have no obligation to accept the crane and reserves right to levy L.D at the rate of 0.5% of total value of the work order delayed for each week of delay or part there of without prejudice to any other relief or compensation due to BHEL under any other conditions of contract subject to maximum limit of 5% of the total value unless delivery extension is given. In case of delay in receipt of crane components at the delivery point, for reasons not attributable to BHEL, the L.D clause shall be strictly enforced unless extension of delivery date is granted through an amendment to the work order.

#### 12.0 STATUTORY REQUIREMENTS.

All the Statutory requirements such as ESI,PF etc as per labour laws have to be met by the bidder and proof of compliance shall be submitted to BHEL.

Necessary insurance (covering WC act) for the work men engaged by the contractor has to be met at their cost and copy of the same shall be submitted before commencement of work.

The contractor shall follow and comply with all safety rules of the Employer, relevant provisions of applicable law pertaining to the safety of workmen, employees, plant & equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and safety rules of the Employer referred above. The later shall be binding on the contractor unless the statutory provisions are more stringent.

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If the contractor does not take all safety precautions and /or fails to comply with the safety rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant and for the safety of the personnel and contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or the Employer's employees or any other person who are at site, the contractor shall be responsible for payment of compensation to concerned agency/BHEL as applicable.

An indemnity bond shall be given as per GCC by the contractor stating that all expenditure caused due to failure of statutory obligations of the part of the tender shall be borne by the contractor. GCC&SCC forms part of contract.

**13. Modification/Deletion/Addition of GCC & SCC**

**Clause Nos. 2.6.2, 2.6.3, 2.6.4, 2.6.5, 2.6.6, 2.6.7, 2.6.8, 2.6.9, 2.6.10, 2.6.11, 2.8.6, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.22, 2.23, 2.24 of GCC – Not Applicable**

**Clause Nos. 1.0, 2.0, 3.0, 4.0, 5.5, 6.0, 7.0, 8.0, 10.0 & 11.0 of SCC – Not Applicable**

**Location of the Project/site :**

Darlipalli Super Thermal Power Project, Odisha

The site is located north of Raigarh –Jharsuguda NH -200

Nearest Town –Jharsuguda at a distance of 25KM

Nearest railway station –Brajarajnagar Railway Station at 20KM on SEC Rly (BG) main line

Nearest Airports-Bhubaneswar at 330Km; Raipur, Chhattisgarh at 300Km

Thanking you,

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED

INCHARGE/FEX



UNPRICED RATE SCHEDULE

**“HIRING OF HEAVY DUTY CRAWLER CRANE (750MT OR ABOVE CAPACITY)  
FOR 2 X 800MW DARLIPALLI STPP ODISHA**

S.No.	Description / Item of Work	Single Lump Sum Rate “A” in Rupees	
		In Figures	In words
1	Lump sum Hire Charges for providing one HEAVY DUTY crawler crane of 750MT or above capacity for a period of Six (6) months at Darlipalli site with all accessories, operator cum mechanic, helpers and maintenance staff, <b>inclusive</b> of <b>Fuel</b> , all lubricants, spare parts, filters, and other consumables, as per Tender Specification & Terms & Conditions with Mobilisation and Demobilisation charges for the above crane.		

Note :

Note :

1. Single Lump sum Rate “A” shall be quoted in Rupees by the party.
2. Monthly Charges for Crane Hiring would be fixed as per formula  $= (A \times 0.8)/6$
3. One time Mobilization Charges would be fixed as per formula  $= (A \times 0.1)$
4. One time Demobilizations Charges would be fixed as per formula  $= (A \times 0.1)$
5. L-1 bidder would be decided on the basis of Single Lump sum rate “A” in rupees.

SIGNATURE OF TENDERER:

NAME OF SIGNATORY:

DATE

: