

# **TENDER SPECIFICATION**

## **BHEL: PSSR: FEX: 34E**

**FOR**

Rate contract for providing services towards crane dismantling, loading, unloading, assembly, Commissioning, repair and servicing of BHEL Owned cranes at various sites under BHEL PSSR.

### **TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II**

#### **Book- I Consists of**

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

#### **Book-II consists of**

- Volume-IB : Special conditions of Contract,  
Rev 01 dated 1st June 2012  
Amendment 01 dated 1<sup>st</sup> October, 2015
- Volume-IC : General conditions of Contract Rev 01  
dated 1st June 2012, Amendment 03  
dated 1<sup>st</sup> October, 2015
- Volume-ID : Forms & Procedures  
Rev 01 dated 1st June 2012  
Amendment 01 dt 1<sup>st</sup> October, 2015

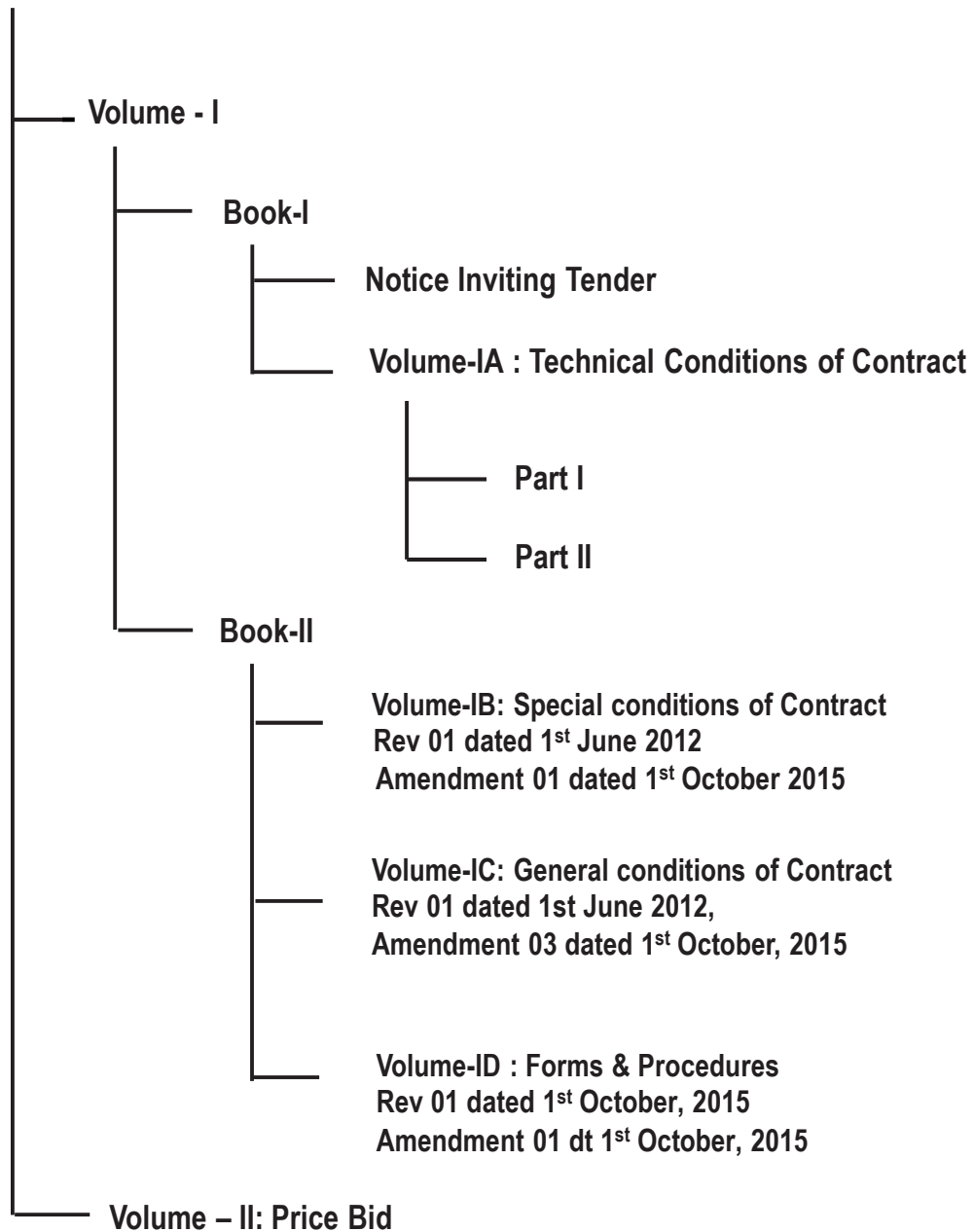
### **BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking) Power  
Sector – Southern Region  
690, Anna Salai, Nandanam, Chennai – 600 035.



# TENDER SPECIFICATION CONSISTS OF

## Tender Specification



**BHARAT HEAVY ELECTRICALS LIMITED**  
**(A Government of India Undertaking)**  
**Power Sector, Southern Region**  
**690, Anna Salai, Nandanam, Chennai – 35**

**Tender Specification No. BHEL: PSSR: FEX: 34E**

FOR

Rate contract for providing services towards crane dismantling, loading, unloading, assembly, Commissioning, repair and servicing of BHEL Owned cranes at various sites under BHEL PSSR.

One set of Tender documents consisting of

- 1) Techno commercial Bid - 2 copies
- 2) Price Bid - 2 copies

Book Sl no .....

Issued to

M/s

Refer NIT for Last date of submission

Please note this tender document is not transferable

For and on behalf of Bharat Heavy Electricals Limited

Senior Manager / FEX

Place: Chennai -35

Date:

Rev 01  
1<sup>st</sup> Jun  
2012

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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**NOTICE INVITING TENDER (NIT)**

**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES OR  
PURCHASE TENDERS FROM THIS OFFICE ALSO**

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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	BHEL: PSSR:FEX:34E:	
ii	Broad Scope of job	Rate contract for providing services towards crane dismantling, loading, unloading, assembly, Commissioning, repair and servicing of BHEL Owned cranes at various sites under BHEL PSSR.	
III	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, , Terms of payment, etc and Other terms and conditions of contract</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>

c	Volume-IC	General Conditions of Contract (GCC)	Applicable
d	Volume-ID	Forms and Procedures	Applicable
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	<p>1. <b><u>Sale from BHEL PS Regional office at :</u></b>  <b>Start : 08 /01/ 2018 , Time :10.00 HRS</b>  <b>Closes: 29 /01/2018, Time : 12.00 HRS</b></p> <p>2. <b>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b>  Tender documents will be available for downloading from website till due date of submission</p>	Applicable/
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 29 /01/ 2018 , Time : 1500 HRS</b> <b>Place : BHEL:PSSR:CHENNAI</b>	Applicable
vi	OPENING OF TENDER	<b>Date : 29 /01/ 2018, Time:15.30 Hrs</b>	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> It is to be noted that proof of remittance for EMD shall be made available at BHEL PSSR Office prior to or at the time of tender opening. - One time EMD is not applicable. Refer Vol-1A Part-II Chapter-1 for mode of payment of EMD	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 22/01/2018	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	---	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable

xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	
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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 iapplicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at 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. Please note that One time EMD shall not be considered

**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 superscribed envelope (ENVELOPE-III)

One set of each document 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>	
	<p><b><u>ENVELOPE – I super scribed as :</u></b>  PART-I  (TECHNO COMMERCIAL BID NO) :  TENDER NO:  NAME OF WORK :  PROJECT:  DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b><u>Note:</u></b></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; 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.</p> <p>b. <b>BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</b></p> <p style="padding-left: 40px;"><b>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</b></p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>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.</p>	
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 Specification/NIT	
vii.	Notice inviting Tender (NIT)	

viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Terms of payment, special conditions of contract etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (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-I (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 <b><u>OR</u></b> 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><u>ENVELOPE-III</u></b> super scribed as: 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 (MAIN ENVELOPE / OUTER ENVELOPE)</b> super scribed 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	

**7.0.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.

8.0 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.

9.0 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).

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

- 11.01 BHEL may decide holding 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.
- 12.0 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.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 14.0 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.**
- 15.0 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.
- 16.0 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.
- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 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.

19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

20.0 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.

21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

22.0 Consortium Bidding (Technical Tie up) –Not used

23.0 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.

24.0 The bidder may have to produce original document for verification if so decided by BHEL.

25.0 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).

26. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the**

**two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on [www.bhel.com](http://www.bhel.com)).

- 22.0** On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 23.0** 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.
- 24.0** The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 25.0** Void
- 26.0** 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.
- 27.0** The bidder may have to produce original document for verification if so decided by BHEL.
- 28.0** 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 "<http://www.bhel.com> → tender notification".
- 29.0** It may 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** MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -8 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable

for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.”

**31.0** The Bidder along with its associate/ collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

**32.0** Integrity commitment, performance of the contract and punitive action thereof:

32.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

32.2 Commitment by Bidder / Supplier / Contractor:

32.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

32.2.2 The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Government of India / BHEL.

32.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.

32.3 If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

**33.0 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  
Rev. 01 Dt. 01 Jun 2012,  
Amendment 01 dated October 01, 2015
- f. General Conditions of Contract (GCC) —Volume-1C  
Rev.01 Dt. 01 Jun 2012;  
Amendment 03 dated October 01, 2015
- g. Forms and Procedures —Volume-1D  
Rev. 01 Dt. 01 Jun 2012,  
Amendment 01 dated October 01, 2015

**Enclosure**

- 1. Annexure-1: Pre Qualifying criteria.
- 2. Annexure-2: Check List.
- 3. Annexure-3 PQR- Technical
- 4. Annexure-4 Annexure to Pre-Qualifying Criteria
- 5. Annexure-5 Tender Schedule.
- 6. Annexure-6 Declaration for Reverse auction
- 7. Annexure-7 Certificate by Chartered Accountant
- 8 Other documents as per this NIT.

**ANNEXURE - 1**

**PRE QUALIFYING REQUIREMENTS**

JOB	Rate contract for providing services towards crane dismantling, loading, unloading, assembly, Commissioning, repair and servicing of BHEL Owned cranes at various sites under BHEL PSSR.		
TENDER NO	BHEL: PSSR: FEX:34E		
SL NO.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (If applicable)	Not Applicable	
B	<b><u>Technical</u></b> <b><u>Class 1. For cranes up to 18MT.</u></b> Bidders should have executed one job of repair and servicing dismantling, loading, unloading, assembly & commissioning of 8T Cranes or above in the last 5 years .	Applicable	To be filled in Annexure-4

	<p><u>Class 2. Cranes above 18T and up to 75T</u> Bidder should have executed one job of repair &amp; servicing, dismantling, loading, unloading, assembly &amp; commissioning of 18T cranes or above in the last 5 years.</p> <p><u>Class 3. Cranes above 75T and up to 150MT</u> Bidder should have executed one job of repair &amp; servicing, dismantling, loading, unloading, assembly &amp; commissioning of 75T cranes or above in the last 5 years.</p> <p><u>Class 4. Cranes above 150T</u> Bidder should have executed one job of repair &amp; servicing, dismantling, loading, unloading, assembly &amp; commissioning of 150T cranes or above in the last 5 years.</p>		
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C-1	<p><b><u>Financial TURNOVER</u></b></p> <p><b><u>Class 1. For cranes up to 18MT</u></b>  Bidders must have achieved an average annual financial turnover of Rs 09/- Lakhs (Rupees Nine Lakhs ) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p> <p><b><u>Class 2. Cranes above 18T and up to 75T.</u></b>  Bidders must have achieved an average annual financial turnover of Rs 15/- Lakhs (Rupees Fifteen Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p> <p><b><u>Class 3. Cranes above 75T and up to 150MT</u></b>  Bidders must have achieved an average annual financial turnover of Rs 24/- Lakhs (Rupees Twenty Four Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p> <p><b><u>Class 4. Cranes above 150T</u></b>  Bidders must have achieved an average annual financial turnover of Rs 27/- Lakhs (Rupees Twenty Seven Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p>	Applicable	To be filled in Annexure-4
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C-2	<b><u>NET WORTH</u></b>	Not Applicable	
C-3	<b><u>PROFIT</u></b>	Not Applicable	
D	Assessment of capacity of Bidder to execute the work as per sl no 9 of NIT (If applicable)	Not Applicable	
E	Approval of customer	Not Applicable	
F	Submission of all documents as prescribed in the Tender including 'No deviation certificate	Applicable	
G	Price bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Not Applicable	
<p>Explanatory Notes:-</p> <ol style="list-style-type: none"> <li>1. Bidder to submit Audited Balance Sheet for the respective years as indicated against C-1 above along with all annexures.</li> <li>2. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years will be averaged for three years i.e. total divided by three.</li> <li>3. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, Financial statements are required to be certified by Chartered Account.</li> <li>4. For evaluation of PQR, the credential of the Bidder alone and not that of the Group Company shall be considered.</li> <li>5. Time period for achievement of the Technical criteria of PQR (as in "B" above) will be the LAST 5 years ending on the latest date of Bid submission.</li> </ol>			

Note.

- i) Bidder shall submit pre qualification criteria format Annexure-4 dully filled in specifying respective Annexure number against each criteria and furnish relevant document inclusive of work order and work completion certificate etc in the respective Annexures in their offer.
- ii) Authenticity of credentials submitted by the Bidder against Prequalifying Criteria shall be verified from the issuing Authority by BHEL. In case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the Right to initiate any further action as per the 'Guidelines for suspension of Business Dealings with suppliers/ contractors (Published in [http://www.bhel.com /vendor .php](http://www.bhel.com/vendor.php)) and 'Fraud Prevention Policy"(Published in <http://www.bhel.com/home.php>) as applicable.

**ANNEXURE - 2**

**CHECK LIST**

**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: <u>Please tick ( ✓ ) whichever applicable: -</u>
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& ANNEXURE IV) 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 (Refer explanatory Note for the PQR in Annexure 1 of Nit)	Not applicable	YES/NO
8	Submission of Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents are signed by the person authorized to sign this offer.	Applicable	YES/NO
10	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
11	Integrity Pact	Not Applicable	YES/NO
12	Submission of Declaration by Authorised Signatory	Applicable	YES/NO
13	Submission of No Deviation Certificate	Applicable	YES/NO
14	Submission of Declaration of confirming knowledge about Site Conditions	Applicable	YES/NO
15	Submission of Declaration for relation in BHEL	Applicable	YES/NO
16	Submission of Non Disclosure Certificate	Applicable	YES/NO

17	Submission of Bank Account Details for E-Payment	Applicable	YES/NO
18	Submission of Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO
19	Submission of Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
20	Submission of Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
21	Analysis of Unit rates	Not Applicable	YES/NO
22	Submission of Unquoted Price bid	Applicable	YES/NO
23	Declaration by bidder for price opening through Reverse Auction( Refer Annexure -7 of NIT)	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.

**For SI no 11 to 21 above , the formats are available in “Volume ID of Volume 1 Book-II-Forms and Procedures” of this Tender specification.**

**DATE :**

**AUTHORISED SIGNATORY**

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

ANNEXURE-3

**B. Technical PQR**

Class 1. For cranes up to 18MT.

Bidders should have executed one job of repair and servicing dismantling, loading, unloading, assembly & commissioning of 8T Cranes or above in the last 5 years .

Class 2. Cranes above 18T and up to 75T

Bidder should have executed one job of repair & servicing, dismantling, loading, unloading, assembly & commissioning of 18T cranes or above in the last 5 years.

Class 3. Cranes above 75T and up to 150MT

Bidder should have executed one job of repair & servicing, dismantling, loading, unloading, assembly & commissioning of 75T cranes or above in the last 5 years.

Class 4. Cranes above 150T

Bidder should have executed one job of repair & servicing, dismantling, loading, unloading, assembly & commissioning of 150MT cranes or above in the last 5 years.

**Financial**  
**TURNOVER**

**Class 1. For cranes up to 18MT**

Bidders must have achieved an average annual financial turnover of Rs 09/- Lakhs (Rupees Nine Lakhs ) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17

**Class 2. Cranes above 18T and up to 75T.**

Bidders must have achieved an average annual financial turnover of Rs 15/- Lakhs (Rupees Fifteen Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17

**Class 3. Cranes above 75T and up to 150MT**

Bidders must have achieved an average annual financial turnover of Rs 24/- Lakhs (Rupees Twenty Four Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17

**Class 4. Cranes above 150T**

Bidders must have achieved an average annual financial turnover of Rs 27/- Lakhs (Rupees Twenty Seven Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17

**Note;- The term executed means in the above QR, the bidder should have carried out as mentioned above to any customer and submit the Work order in support of above.ANNEXURE-4**

**ANNEXURE-4**

Name of the Bidder: M/s.-----

**Additional Format to be submitted by Bidders in an additional separate cover super scribed "Annexure to Pre-Qualifying Criteria".**

**(Non-Submission of this additional format will make the bid liable for rejection)**

Sl. No	PQR Ref	PQR  Refer Annexur-1 and 3	Offer status Declare Quoted or not quoted	Description of work	Work order Reference & date	Worked on which make & model of the crane	Remarks
1	<b><u>B</u></b> <b><u>Technical</u></b>	<u>Class 1. For cranes up to 18MT.</u> Bidders should have executed one job of repair and servicing dismantling, loading, unloading, assembly & commissioning of 8T Cranes or above in the last 5 years .  <u>Class 2. Cranes above 18T and up to 75T</u> Bidder should have executed one job of repair & servicing, dismantling, loading, unloading, assembly & commissioning of 18T cranes or above in the last 5 years.  <u>Class 3. Cranes above 75T and up to 150MT</u>					

		<p>Bidder should have executed one job of repair &amp; servicing, dismantling, loading, unloading, assembly &amp; commissioning of 75T cranes or above in the last 5 years.</p> <p><u>Class 4. Cranes above 150T</u></p> <p>Bidder should have executed one job of repair &amp; servicing, dismantling, loading, unloading, assembly &amp; commissioning of 150MT cranes or above in the last 5 years.</p>					
2	<b><u>Financial C1</u></b>	<p><b>Financial TURNOVER</b></p> <p><u>Class 1. For cranes up to 18MT</u></p> <p>Bidders must have achieved an average annual financial turnover of Rs 09/- Lakhs (Rupees Nine Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p>					

		<p><u>Class 2. Cranes above 18T and up to 75T.</u> Bidders must have achieved an average annual financial turnover of Rs 15/- Lakhs (Rupees Fifteen Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p> <p><u>Class 3. Cranes above 75T and up to 150MT</u> Bidders must have achieved an average annual financial turnover of Rs 24/- Lakhs (Rupees Twenty Four Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p> <p><u>Class 4. Cranes above 150T</u> Bidders must have achieved an average annual financial turnover of Rs 27/- Lakhs (Rupees Twenty Seven Lakhs) or more during the last three Financial years ie 2014-15, 2015-16, 2016-17</p>					
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**Non submission of this additional format will make the bid liable for rejection.**

*Note: Indicate the page nos in the respective columns for the enclosed PQR supporting documents in the offer*

## Tender schedule

Description	Schedule	Remarks
Technical Bid Opening	As mentioned in Notice Inviting Tender.	
Communication from BHEL for Clarifications, if any, required by BHEL	On or before third day of Tender opening	
Last date for Bidders to submit the clarifications / documents required	On or before fifth day of Tender opening	Bidders to note that their competent representative to be readily available in this week for offering clarifications / submitting the further documents, if any, required.
If Reverse Auction is applicable, then the tentative date for conducting Reverse Auction	Tenth day of Tender opening	Exact date of reverse auction shall be informed to the bidders through BHEL's reverse auction agency. Bidders to note that their competent representative to be readily available at one-day notice for Reverse Auction.

**Note:**

1. Bidders to note that the above schedule should be adhered to and no further extension will be given. To adhere to the schedule indicated below, Bidders should ensure the adequacy of the documents submitted in their offer, with proper validation.

**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-7

### 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. \_\_\_\_\_ Lakhs

**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. \_\_\_\_\_ Lakhs

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

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

Or

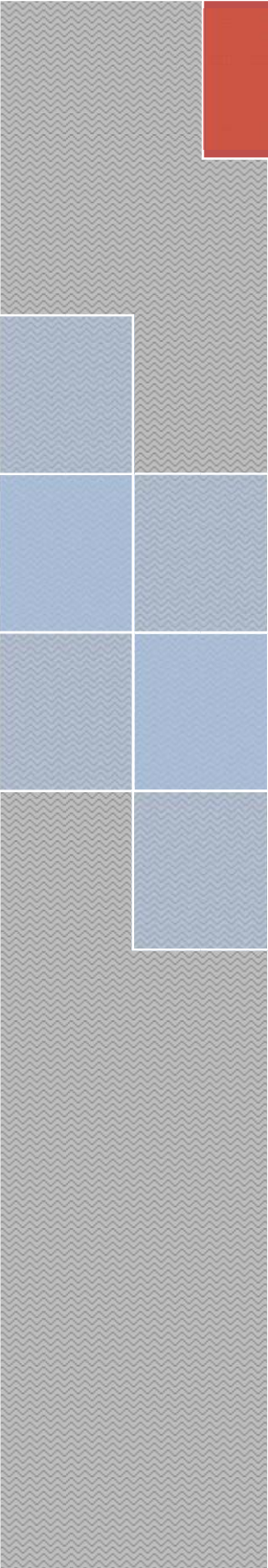
The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is \_\_\_\_\_ (dd/mm/yyyy) which is within a period of 3 years from the date of graduation of such enterprise from its 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



VOLUME – IA  
Part I & II

TECHNICAL  
CONDITIONS OF  
CONTRACT  
(TCC)

BHARAT HEAVY ELECTRICALS LIMITED



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5	Taxes	2
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7	Tools & Plants	1
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9	Dismantling, loading, unloading and assembly of cranes	1
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# TECHNICAL CONDITIONS OF CONTRACT(TCC)

## **PART-I: CONTRACT SPECIFIC DETAILS**

Rate contract for providing services towards crane dismantling, loading, unloading, assembly, Commissioning, repair and servicing of BHEL Owned cranes at various sites under BHEL PSSR.

The intent of specification is to provide Rate contract for providing services towards crane dismantling, loading, unloading, assembly, Commissioning, repair and servicing of BHEL Owned cranes at various sites under BHEL PSSR. Cranes that will be procured by BHEL-PSSR at any later stage, before or after entering into this contract, shall also be suitably classified into one of the following categories.

<b>Class I (Cranes up to 18 MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/Sl. No.</b>
1	Crawler Crane	Tata Telco	TATA-320/F-02-4108-0998
2	Crawler Crane	Tata Telco	TATA-320C-1005
3	Crawler Crane	Tata Telco	TATA-320/F-02-4064-0951

<b>Class II (Cranes above 18MT &amp; Up to 75MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/Sl. No.</b>
1	Crawler Crane	Tata Telco	TATA 955ALC/T9476
2	Crawler Crane	Tata Telco	TATA 955ALC/T9479
3	Crawler Crane	Tata Telco	TATA 955ALC/T9541
4	Crawler Crane	Tata Telco	TATA 955ALC/T9558
5	Crawler Crane	Tata Telco	TATA 955ALC/T9594
6	Crawler Crane	Tata Telco	TATA 955ALC/T9830
7	Crawler Crane	Tata Telco	TATA TFC 280/T022
8	Crawler Crane	Tata Telco	TATA TFC 280/F01-176-1065
9	Crawler Crane	Tata Telco	TATA TFC 280/F01-1128
10	Crawler Crane	Tata Telco	TATA TFC 280C-1135
11	Crawler Crane	Tata Telco	TATA TFC 280/1138

### Class III (Cranes above 75MT & Up to 150MT)

Sl. No.	Description	Make	Model/SI. No.
1	Crawler Crane	FUSHUN	QUY 80B/1033
2	Crawler Crane	FUSHUN	QUY 80B/1034
3	Crawler Crane	FUSHUN	QUY 80B/1035
4	Crawler Crane	FUSHUN	QUY 80B/1036
5	Crawler Crane	Zoomlion	QUY 100/31
6	Crawler Crane	Zoomlion	QUY 100/32
7	Crawler Crane	Zoomlion	QUY 100/33
8	Crawler Crane	Zoomlion	QUY 100/342
9	Crawler Crane	Kobelco	CKE 1350/GN02-01056
10	Crawler Crane	Sumitomo	LS-528S/041

### Class IV (Cranes above 150 MT)

Sl. No.	Description	Make	Model/SI. No.
1	Crawler Crane	Manitowoc	MANITOWOC 888
2	Crawler Crane	Kobelco	CKE 2500-2/JD04-02298
3	Crawler Crane	Kobelco	CKE 2500-2/JD04-02440
4	Crawler Crane	Kobelco	CKE 2500-2/JD04-02330
5	Crawler Crane	Kobelco	CKE 2500-2/JD04-02414
6	Crawler Crane	Kobelco	CKE 2500-2/JD04-02426
7	Crawler Crane	Kobelco	CKE 2500-2/JD04-02447
8	Crawler Crane	Link-Belt	FMC LS718/32H-4-197
9	Crawler Crane	Link-Belt	FMC LS 718 with Ringer/ 3216-3624
10	Crawler Crane	Manitowoc	MANITOWOC 2250
11	Crawler Crane	Manitowoc	MANITOWOC 2250
12	Crawler Crane	Liebherr	LR 1350/1 (074115)
13	Crawler Crane	Liebherr	LR 1350/1 (074120)
14	Crawler Crane	Terex Demag	CC2800-1/62359
15	Crawler Crane	Terex Demag	CC2800-1/62363
16	Portal Gantry crane	Kone Cranes	UTV1020E3&E4
17	Portal Gantry crane	Kone Cranes	500/KP00018

# TECHNICAL CONDITIONS OF CONTRACT(TCC)

Rate contract for providing services towards crane dismantling, loading, unloading, assembly, Commissioning, repair and servicing of BHEL Owned cranes at various sites under BHEL PSSR.

## **1.0 SCOPE OF WORK**

- 1.1 Providing services of Engineer/Supervisor, technician, for repair, servicing, break down & preventive maintenance works of the cranes and dismantling, loading, unloading, assembly, Commissioning of the cranes
- 1.2 Providing services of Engineer/ Technician for Dismantling, loading of crane at respective sites as per the modules identified by BHEL as per loading advice slip for each crane and unloading assembly, commissioning and load testing of the cranes at the respective sites. Identification of components, tagging and packing the crane spares in wooden boxes / crates provided by BHEL during dismantling and loading and verification of the same on receipt at destination site, reporting of discrepancies/damages if any to be recorded and intimated to site in charge with copy marked to FEX/ Chennai.
- 1.3 Reconditioning of worn out components.
- 1.4 Major repair and servicing of cranes
- 1.5 Supply of sundry spares.

**2.0. PERIOD OF CONTRACT:** Two years from the date of Work order.

## **3.0. CONTRACTOR'S RESPONSIBILITY**

- a). During execution of work, if any accident, minor or major, happens, the contractor will immediately intimate the details of accident to BHEL and BHEL insurance agency. The contractor will lodge the FIR and will attend to all necessary legal formalities as per direction of the BHEL. The contractor will also ensure that the person who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered by us due to failure in complying this provision will be on the contractors account.
- b). The contractor shall follow all safety norms as per present norms indicated in GCC and as per revised norms from time to time.
- c). The contractor shall provide all safety appliances like dust masks, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, Personal protective equipment (PPE), raincoats, overalls etc. to their personnel working inside the plant complex at his cost and should adhere to safety codes as given in GCC. Noncompliance shall attract penalty.

# TECHNICAL CONDITIONS OF CONTRACT(TCC)

- d). Contractor's workmen should study and understand the risk involved at the site and on the equipment with respect to work in executing the job and if any complication is perceived, it should be brought to the notice of BHEL/ site construction manager before starting the job.
- e) The contractor must ensure that all newly recruited staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field.

## **4.0. SERVICE CHARGES**

- 4.1. Service charges shall be quoted as per the PRICE BID format enclosed. Rate quoted shall be firm for a period of TWO YEARS from the date acceptance of the work order.
- 4.2. The contract will be awarded at accepted L-1 rates (Lowest rates arrived) to more than one agency whoever agree to operate at accepted L-1 rates.
- 4.3 GST as applicable will be paid by BHEL.
- 4.4 The agency shall provide the services to attend the complaints within week's time at sites after the receipt of written confirmation from site, followed by FEX/PSSR/HQ.
- 4.5. Service charges per day will be paid for 10 hours per day. Agency shall be available for work minimum 10 hours per day including one hour lunch brake. Generally the work is to be carried out as per the BHEL timings at site. However depending upon the requirements / exigencies the job is to be continued beyond normal working hours. Sometimes round the clock, tenderer should provide required man power to meet the needs as part of contract and the payment for the extended hours of work beyond normal working hours will be made proportionately at the accepted service charges per day.
- 4.6. The service charges for Engineer and Technician shall be paid on per day basis for actual Stay at site (Date of arrival to departure). Any part of day shall be considered as full day for computation of paid service charges provided the services are rendered for equal to or more than six hours (including 1 hour lunch break).
- 4.7. In case manpower is engaged beyond 10 Hours of working (including 1hour lunch break) or less than 6 hour (including 1 hour lunch break), the payment shall be made on pro-rata basis and shall be calculated as detailed below.

Rate per Hour = Rate per day / 10 Hours.

- 4.8. Service charges shall be payable whenever the services are provided during the holidays.
- 4.9. Service charges shall not be payable when there is no work on holidays. However accommodation charges is payable on holidays, if the services are commenced and continued before and after holidays.

# TECHNICAL CONDITIONS OF CONTRACT(TCC)

- 4.10. No accommodation charges will be paid at sites if the distance between site and bidder's Work is less than 40KM. However in the event of emergency works, if the Vendor has to Stay back and continue their work round the clock, accommodation charges may be considered.
- 4.11. Certificate shall be obtained from the Engineer In charge In charge of BHEL for Non Provision of local conveyance at site. Local conveyance charges as applicable will be paid based on the certificate received from site.
- 4.12. Service charges during journey period will be paid full if the journey period is 12 hrs and above. If the journey period is less than 12 hours then service charges will be paid 50% of the applicable service charges on journey period.

## **5.0 TAXES**

### **5.10.1. Goods and service Tax (GST) & Cess**

5.10.1.1. The successful bidder shall furnish proof of GST registration with GSTN Portal under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

5.10.1.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

5.10.1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will be as below:

BHEL GSTN	Respective Site GSTN
NAME	– BHEL SITE OFFICE
ADDRESS	– Respective site office address

5.10.1.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

5.10.1.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

5.10.1.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

## TECHNICAL CONDITIONS OF CONTRACT(TCC)

- 5.10.1.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 5.10.1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 5.10.1.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 5.10.1.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

### **5.10.2. All taxes and duty other than GST & Cess**

- 5.10.2.1. The contractor shall pay all (except the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, 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.

### **5.10.3. Statutory Variations**

- 5.10.3.1. Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

### **5.10.4. New Taxes/Levies –**

- 5.10.4.1. In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

### **5.10.5. Direct Tax**

- 5.10.5.1. BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax

## **6.0. TERMS OF PAYMENT**

- 6.1 90% payment will be released at BHEL / PSSR / HQRS/ CHENNAI or at respective sites on Submission of the invoice duly certified by Engineer In Charge of the site. Remaining 10% shall be kept as SD payable after the completion of contract. EMD will be converted into Security Deposit and shall be released for payment after successful completion of the contract.

# TECHNICAL CONDITIONS OF CONTRACT(TCC)

- 6.2 The invoice should be submitted in original along with the time sheet / work sheet duly certified by BHEL Site Engineer and original invoice for sundry spares along with site material (sundry spares) receipt certificate to the ordering authority. The ordering authority may be FEX (HQ) Chennai or BHEL sites. In case the services are called by site, the payment shall be released by respective site on submission of original invoice, however the contractor shall send one copy of invoice to FEX, BHEL. Chennai

## 7.0 TOOLS & PLANTS

- 7.1 All the Tools & plants (except crane) required for repair & servicing work shall be arranged by the Tenderer. Assist crane required for attending the repairs shall be provided by BHEL free of hire charges with fuel & Operator.
- 7.2 Assist cranes required for dismantling, loading, unloading assembly & testing and for major repair & servicing of cranes, will be provided by BHEL free of hire charges with fuel & Operator.
- 7.3. Operator for assist crane will be provided free of charges by BHEL subject to availability. In case, BHEL is not able to provide operator for the above, it is the responsibility of the Bidder to arrange operator.
- 7.4 D shackles, wire ropes and slings will be provided by BHEL at the respective sites free of hire charges subject to availability.

## **8.0. CONSUMABLES AND SPARES**

8.1 Necessary consumables like Diesel, petrol, Kerosene, gas, lubricating oils/compounds, filters, grease & welding electrodes etc will be provided by BHEL free of cost. In case BHEL has not provided the above items, the bidder has to arrange the above items at site and cost incurred by the bidder for arranging the above items shall be reimbursed by BHEL on production of bills / receipts as certified by BHEL Engineer in charge. Necessary T&Ps required for carrying out greasing shall be provided by the bidder.

8.2. Wooden sleepers if available will be provided free of charges by BHEL at sites. In case BHEL has not provided the wooden sleepers, the bidder has to arrange the above items at site and cost incurred by the bidder for arranging the wooden sleepers shall be reimbursed by BHEL on production of bills /receipts as certified by BHEL in charge. They are to be properly accounted and returned to BHEL STORES after the completion of work.

## **9.0. DISMANTLING,LOADING,UNLOADING ASSEMBLY & COMMISSIONING OF CRANES**

- 9.1. Depends upon the facilities available at sites, allotment of Man days will be decided by HQ/FEX for dismantling, Loading, Unloading, Assembly, commissioning & Load testing of the cranes at sites. Transportation of cranes will be arranged by BHEL. However, Transportation may also be arranged by rate contract agency on account of urgency and cost of transportation will be paid by BHEL on submission of bill as certified by HQ/FEX.

# TECHNICAL CONDITIONS OF CONTRACT(TCC)

## **10.0 MAJOR REPAIR AND SERVICING OF CRANES**

- 10.1 Prior to carrying out major repair and servicing of cranes, a joint inspection shall be carried out on the crane proposed for major repair and servicing at site by a team comprising members from FEX/HQ, FEX/SITE & Rate contract agency. After ascertaining the extent of repairs and spares required for the repair works, an estimate for man days will be prepared for the total repair & servicing works duly signed by the team before commencing major repair and servicing of cranes.
- 10.2. All the spares for repair and servicing works will be provided by BHEL. In case of not providing spares by BHEL, spares costing less than 0.5% of the present replacement cost of each crane may be arranged by the rate contract agency executing the repair works as sundry spares as per the instruction of BHEL. However on account of urgency/emergency, the spares costing more than 0.5% of replacement of cost of cranes may be arranged by the Tenderer. Payment for the sundry & other spares will be reimbursed as per the price list of the OEM / OCM or authorized dealers of original equipment manufacture / Original Component manufacture. In case of non availability of prices for certain spares, payment will be reimbursed as certified by Engineer FEX/ HQ
- 10.3. Major spares such as booms & engine will be arranged by BHEL. Reconditioning of worn out items on cranes shall be carried out by the rate contract agency at 30% of the original spares cost. The reconditioned items shall have to be guaranteed by rate contract agency for SIX months
- 10.4 Any repair and servicing to be carried out on engine of the cranes shall be arranged by BHEL through original equipment manufacturer of the engine or the authorized dealer. In case, BHEL has not arranged, the same work may be assigned through rate contract agency to the original equipment manufacture of the engine or through the authorized dealer .
- 10.5 Expenditure involved for repair and servicing of Engine and also for any other components of the crane shall be paid by the rate contract agency to OEM / authorized dealer/any other agency and same will be reimbursed to the rate contract agency on production of valid documents for the expenditure incurred for such works and the service charges to the agencies for the service rendered. Transportation will be arranged by BHEL. In case, transportation is arranged by the rate contract agency, the transportation and conveyance charges will be paid to the rate contract agency by BHEL for this work.
- 10.6 Any repair and servicing to be carried out on 360&500T Portal Gantry cranes may be assigned through the rate contract agency to the OEM of the Portal Gantry cranes or Authorized dealer in case of urgency. Expenditure involved for repair and servicing charges on Portal Gantry cranes shall be paid by the rate contract agency to OEM/ Authorized dealer. The actual expenditure incurred and the service charges to the agencies for the service rendered will be reimbursed to the rate contract agency on production of valid documents for the expenditure incurred towards such works.
- 10.7 It is the responsibility of the contractor to take precautions for safe working and avoid any damage to the property / equipment lying nearby, failing which the cost towards the repair / replacement will be recovered from the rate contract agency.

## TECHNICAL CONDITIONS OF CONTRACT(TCC)

- 10.8 It is the responsibility of the rate contract agency to arrange passes or entry permit as per BHEL / CUSTOMER procedure followed in the plant premises through BHEL site office.
- 10.9 Unskilled workers, if required shall be provided by BHEL free of cost.
- 10.10. Contractor shall provide services for the cranes located at site under PS-SR or any new site opened in future. List of present site is as under

Sl.No.	NAME OF PROJECT	CAPACITY
1	NTPC DARLIPALLI ORISSA	2X800MW
2	JINDAL DERANG ORISSA	2 X 600MW
3	HINDALCO ORISSA	6 X 150MW
4	MONNETORISSA	2 X 525MW
5	MALWA M.P	2 X 600MW
6	YERMAROUS KARNATAKA	2 X800MW
7	KOTHAGUDEM TELUNGANA	1 X 800MW
8	KAKATIYA TELUNGANA	1X600MW
9	VIJAYAWADA A.P	1X800MW
10	KRISHNAPATANAM A.P	1X800MW
11	YADADRI TELUNGANA	5X800MW
12	YALAHANKA KARNATAKA	
13	NORTH CHENNAI STAGE III T.N	1 X 800MW
14	ENNORE SEZ TN	1 X 660MW
15	NEW NEYVELI TN	2 X 500ME
16	UPPUR TN	2X800MW
17	NTPL TUTICORIN TN	2 X500MW
18	MEIL TUTICORIN TN	1X525MW
19	CPCL TN	

### **11.0 SAFETY**

- 11.1 BHEL is not responsible for any accident / injury to the bidder's crew at site.
- 11.2 It is the responsibility of the contractor to follow the safety precautions while carrying out the work.
- 11.3 The bidder has to assume full responsibility for the safety of their crew and to comply with all statutory /safety regulations / security requirements of BHEL

# TECHNICAL CONDITIONS OF CONTRACT(TCC)

## 12.0 PRICE BID EVALUATION CRITERIA & AWARD OF CONTRACT

**Price evaluation & award of work will be done separately against each class. Bidder shall have the option to quote against any no. of class (or all) of their choice.**

BHEL is intending to engage more than one agency in each category in addition to the agency whose quoted/accepted rate is found to be lowest. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidders (L-2, L-3 & L-4....so on) for their acceptance for further award of work however on acceptance of rate and as well other provision of tender specification, the preference shall be given to the bidders in order of their price status in order of their standing ( i.e. L-2 will be given first preference in case all agree for the rate). On award of the work to next bidder other than L-1 bidder, the service shall be engaged in rotation in terms of service call.

Modality of work distribution in case Rate Contract is entered with more than one agency shall be as below:

**Case 1:** If the rate contract is entered with 2 agencies, then attempt shall be made to distribute the work approximately in the ratio of 60:40 between L1 bidder and the other bidder.

**Case 2:** If the rate contract is entered with more than 2 agencies, then attempt shall be made to ensure at least 50 % of work to L1 bidder and the rest distributed almost equally among the other bidders.

## 12.0 STATUTORY REQUIREMENTS

- 13.1 All statutory requirements as per labour laws like ESI, PF etc., have to be arranged by the bidder. Necessary insurance (covering WC act ) for the workmen engaged by the tenderer has to be taken at his cost and the copy of the same should be submitted before commencement of the work.
- 13.2 A copy of the policy covering the staff to be engaged for a period of two years should be submitted within 10 days after the receipt of the work order or Necessary insurance policy for the work men engaged shall be taken at the respective site before starting the work at site.
- 13.3 An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of the tender shall be borne by the tenderer.

## VOLUME-IA PART – II CHAPTER 1

### CORRECTIONS / REVISIONS IN SPECIAL CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT AND FORMS & PROCEDURES

**SI No: 1: Earnest Money Deposit (EMD) clause 1.9 in General Conditions of Contract (GCC) (Volume I Book-II) is revised as under.**

#### **1.9 EARNEST MONEY DEPOSIT**

1.9.1 Every tenderer must furnish the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

#### **1.9.2 Modes of deposit of EMD**

- i. Cash deposit as permissible under Income Tax Act (before tender opening)
- ii. Electronic Fund Transfer credited in BHEL account (before tender opening)

Earnest Money Deposit (EMD) shall also be paid directly to BHEL-PSSR through Online EMD payment portal by following these steps.

1. Visit [www.onlinesbi.com](http://www.onlinesbi.com) -> Go to State Bank Collect (In the tab section)

2. Click Check box to proceed for payment -> Click on Proceed

3. Under State of Corporate/Institution ->Select Tamilnadu

4. Under Type of Corporate/Institution -> Select PSU – Public Sector Undertaking ->Go

5. Under PSU – Public Sector Undertaking Name -> Select BHEL PSSR CHENNAI and Submit

6. Under Select Payment Category ->Choose the contract number for which EMD and Tender fees to be paid]

- iii. Banker's cheque or Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' (along with offer) and payable at Regional HQ issuing the tender.
- iv. Incase total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs. 20 Lakh may be accepted in the form of Bank Guarantee from Scheduled bank. The Bank Guarantee in such cases shall be valid for at least seven months from the scheduled due date of tender submission mentioned in the Notice Inviting Tender.

Note: a. Date of Expiry of claim period shall be minimum 60 days after the validity date of bank guarantee.

- v. No other form of EMD remittance shall be acceptable to BHEL.

1.9.3 EMD shall not carry any interest.

1.9.4 EMD by the Tenderer will be forfeited as per NIT Conditions, if:

- i. After opening the tender and within the offer validity period, the Tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/Contract.

1.9.5 EMD given by all unsuccessful tenderers will be refunded normally within 15 days of award of work.

1.9.6 EMD of successful tenderer will be retained as part of Security Deposit.

1.9.7 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant” Guidelines on Suspension of Business dealings with suppliers/contactors” and forfeited / released based on the action determined under these guidelines.

**SI No: 3: Clauses 2.13.1, 2.13.6 & 2.13.7 in GCC on Interest Bearing Recoverable Advances is Not applicable to this Tender**

**SI No: 4: Clauses 2.21.1 in GCC regarding Arbitration**

In Clause 2.21.1 of GCC, “The seat of arbitration shall be Chennai (i.e the place from where the contract is issued)”. All other conditions in Clause No.2.21.1 under ‘Arbitration’, remains unchanged.”

SI No:5 PRICE VARIATION COMPENSATION (PVC)

PRICE VARIATION COMPENSATION (PVC) clause 2.17 published in General Conditions of Contract (Volume I Book-II) is not applicable to this tender.

**SI No: 6**

**OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/ QUALITY ASSURANCE PROGRAMME**

**The following clauses in Occupational Health, Safety & Environment Management / Quality Assurance Programme published in Chapter-IX of Special Conditions of Contract (Volume I Book-II) is revised as under.**

**Chapter IX Clause 9.1 is modified as below:**

Contractor will comply with HSE (Health, Safety & Environment) requirements of BHEL as per the “HSE Plan for Site Operations by Subcontractor” (Document No.HSEP: 14 Rev00) enclosed as Volume-1A Part-II Chapter 2 in this booklet.

**Chapter IX Clause 9.1.1 to 9.1.25 stands deleted.**

**Chapter IX Clause 9.2 to 9.62 stands deleted.**

**SI No: 7**

The chapter Reverse auction procedure published in ‘Forms and Procedures’ of Volume I Book-II stands deleted. Reverse Auction Guidelines available in the website <http://www.bhel.com> shall be applicable.

**SI No:8**

**The following clauses of GCC/SCC are not applicable for this tender.**

## GCC

- 1.10 -Security deposit
- 1.12 - Bank Guarantee
- 1.15.1- Additional Security deposit
- 2.5 -Commencement of work
- 2.7.9 – Liquidated Damages,
- 2.9 – Progress Monitoring, Monthly review and Performance Evaluation,
- 2.10 – Time of Completion,
- 2.11.2-2.11.4, 2.11.6 – Extension for Time of Completion,
- 2.12 – ORC,
- 2.13 – Interest Bearing Recoverable Advance,
- 2.14- Quantity Variation,
- 2.15 – Extra Works,
- 2.16- Supplementary Items,
- 2.17 – PVC,
- 2.22 – Retention amount
- 2.23-- Payments
- 2.24- Performance Guarantee for workmanship
- 2.25 – Closing contract
- 2.24 – Performance Guarantee for Workmanship.

## SCC

- 1.0 – General Intent of the Specifications
- 2.0 – General Services to be rendered by the Bidder
- 3.0 – General technical Requirements
- 4.0 – Obligations of Contractor
- 6.0 -- Material handling, Storage, Preservation, etc.,
- 7.0 – Drawings
- 8.0 – Inspection and Quality
- 10.0- R.A. Bill payment
- 11.0 – Performance Monitoring.

## Forms and Procedures

- 1.14 – Monthly plan and review with contractors (Form F-14 Rev 00)
- 1.15 – Monthly performance Evaluation of Contractor (Form F-15 Rev 01)
- 1.17 – Evaluation of Contractor Performance Annual (Form F-17 Rev 01)
- 1.18 – Evaluation of Contractor Performance for the contract (Overall)  
(Form F-18 Rev01)
- 1.19 – Milestone Completion Certificate (Form F-19 Rev 00)
- 1.22 – Completion Certificate (Form F – 20 Rev 01)
- 1.26 – Analysis of unit rates quoted (Form F-26 Rev 01)

**VOLUME-IA PART – II CHAPTER 2**

In the next 72 pages Attached as below:Attached

Chapter	Details	No.of sheets
CHAPTER 2	HSE PLAN FOR SITE OPERATIONS BY SUBCONTRACTOR	72