

TENDER SPECIFICATION No.
BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161

FOR

**Transportation of 01 No. 250 MT KOBELCO crawler
crane (Model: CKE 2500-II, Sr No-2370)**

from

**BHEL Site, GSECL 1X 800 MW Wanakbori site
(Gujrat)**

to

**1X660 MW Bhusawal TPS Site, Distt-Jalgaon
(Maharashtra)**

VOLUME- I - TECHNICAL BID

VOLUME-I CONSISTS OF:

- Notice Inviting Tender
- Volume I A - Technical Conditions of Contract,
 - Special conditions of Contract (SCC-Part of Volume IA)
 - Appendix-A (Loading Plan)
- Volume I B -VOID
- Volume I C - General conditions of Contract
- Volume I D – Forms & Procedures

VOLUME-II CONSISTS OF:

- Price Bid Specification



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

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BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345, KINGS WAY - NAGPUR 440 001

Tender specification No- BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161

ISSUE DETAILS

NAME OF THE WORK- Transportation of 01 No. 250 MT KOBELCO crawler crane (Model: CKE 2500-II, Sr No-2370) from BHEL Site, GSECL 1X 800 MW Wanakbori site (Gujrat) to 1X660 MW Bhusawal TPS Site, Distt-Jalgaon (Maharashtra).

LAST DATE & TIME FOR SUBMISSION OF COMPLETED OFFERS: PLEASE OBTAIN THE LATEST DETAILS FROM OUR WEB PAGE <http://www.bhel.com> (Tender Notifications, → View Corrigendums)

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING **VOLUME-I** AND **VOLUME-II** ARE ISSUED TO:

M/s.....

.....

.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE:

----- NOTICE INVITING TENDER (NIT) -----



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR-WESTERN REGION
'Shreemohini' Complex, 5th floor
345-Kingsway Nagpur 440001
Phone: 0712-3048600 Fax: 0712-3048 699

Dear Sir/Madam

Sub : **NOTICE INVITING TENDER**

Offers are invited in two part bid system from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) through [E-procurement portal](#) → <https://bhel.abcprocure.com> only for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender documents. Following points relevant to the tender may please be noted and complied with:

Note: **The bidder should respond by submitting their offer online only in our e-Procurement platform at → <https://bhel.abcprocure.com>. No Hard copy bid/ bids through email/ fax shall be accepted.**

1.0 Salient Features of NIT

SL No	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161	
ii	Broad Scope of job	Transportation of 01 No. 250 MT KOBELCO crawler crane (Model: CKE 2500-II, Sr No-2370) from BHEL Site, GSECL 1X 800 MW Wanakbori site (Gujrat) to 1X660 MW Bhusawal TPS Site, Distt-Jalgaon (Maharashtra).	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-I	<u>Technical Bid</u>	Applicable
B	Volume-IA	<u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
C	Volume-IB	Void	Applicable
D	Volume-IC	General Conditions of Contract (GCC)	Applicable
E	Volume-ID	Forms & Procedures	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	Date: 02/08/2019 From "https://bhel.abcprocure.com" Tender documents will be available for downloading from website till due date of submission.	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 12/08/2019, Time : 15.00 Hrs Place : on E-Tender Portal → https://bhel.abcprocure.com Offer to be submitted online only through e-procurement Portal	Applicable
vi	OPENING OF TENDER	Date : 12/08/2019, Time : 16.00 Hrs 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) This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.	Applicable
vii	EMD AMOUNT	Rs. 28,230/- (Rupees Twenty Eight Thousand Two Hundred Thirty Only) Note: One Time EMD is no more applicable for this tender.	Applicable* (*---Refer Annex-04 "Imp. Information" of NIT for MSE Vendors)

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. **BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161**

----- NOTICE INVITING TENDER (NIT) -----

SL No	ISSUE	DESCRIPTION	
viii	COST OF TENDER	Rs 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	03 day before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr VIVEKA NAND JHA(vivekja@bhel.in) Mr TAPISH KUMAR(tapishkhandelwal@bhel.in) Mr BAIJNATH (bajinath@bhel.in) Mr ABHIJEET KUMAR (kabhi@bhel.in)	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 (www.bhel.com -->Tender Notifications →View Corrigendums) & on e-tender portal https://bhel.abcpocure.com and not in the newspapers. 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 **digitally** signed 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 Power Sector Regional HQ at Nagpur 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. Copy of Cash receipt or the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abcpocure.com>.** However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at _____, Sundays and second/ last Saturdays.~~

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions in General Conditions of Contract Clause no. 1.9.1. In case of remittance of EMD through **Demand Draft/Pay Order**, same shall be in favour of **Bharat Heavy Electricals Ltd**, payable at Nagpur. In case of remittance of EMD through **Bank Guarantee** (for the balance EMD amount in excess of Rs 2 Lakhs) OR through **FDR**, refer General Conditions of Contract Clause no. 1.9.1(iv). Proforma of Bank Guarantee for Earnest Money shall be as provided in Vol-ID "FORMS & PROCEDURES". For other details and for 'One Time EMD' please refer General Conditions of Contract.

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below: -

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR

Bharat Heavy Electricals Limited: PSWR: Nagpur
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ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Procedure for Earnest Money Deposit					
Description/ Mode of Submission	EFT	Cash	DD/Pay Order	FDR (Refer GCC clause no 1.9.1(iv) for FDR)	Bank Guarantee (Refer GCC clause no 1.9.1(iv) for Acceptable Portion of EMD in the Form of BG)
Proof of EMD along with the offer			Scan Copy has to be uploaded	Scan Copy has to be uploaded	Scan Copy of BG has to be uploaded.
Submission of EMD to BHEL PSWR, Nagpur	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit at BHEL office	Original DD/ Pay order to be sent through Registered Post	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	The Original Bank Guarantee/any extensions /amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due) addressed to the Purchase Department, BHEL PSWR Nagpur.

Copy of One Time EMD Certificate or The proof of Demand Draft/ Payorder/FDR or BG or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer on '**e-tender portal**' → <https://bhel.abcprocure.com>. In case of Demand Draft/ Payorder/FDR/BG, Original Demand Draft/ Payorder/FDR/BG shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

5.0 Procedure for Submission of Tenders:

Procedure for Submission of Tender is available in the "[Bidder Manual for BHEL Bidders](https://bhel.abcprocure.com)" at E-tender portal <https://bhel.abcprocure.com>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

a) Hardware and Software requirements for participating in e-tender:

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://bhel.abcprocure.com>

b) Digital Signature

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website www.bhel.com → Tender Notifications → Sample Checklist.

c) M/s E-Procurement Technologies Limited Helpdesk Contacts:

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. The helpline numbers are provided in the e-procurement website.

Name	Contact No.	Email
* Mr. Dinesh Kumar	+91 (79)68136871	dinesh.k@eptl.in
* Mr. Ankur Bhatt	+91 (79)68136823	ankur.bhatt@eptl.in

----- NOTICE INVITING TENDER (NIT) -----

* Ms. Kanika Dani	+91 (79)68136809	kanika.dani@eptl.in
* Mr.Devendra Rajpurohit	+91 (79)68136850	devendra.r@eptl.in
* Mr. Prashant Rajyaguru	+91 (79)68136872 +91 8160087732	prashant@eptl.in
* Mr. Imtiyaz Tajani	+91 (79)68136861	imtiyaz@eptl.in
* Mr. Pankesh Kumar	+91 (79)68136848	Pankesh@eptl.in

Note

- i. **Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.**

The Tenderers must submit their Tenders, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- PART-II (Price Bid)

The contents of the offer/tender are as given below. **(All Documents to be digitally signed and uploaded in E-tender Portal)**

SN	Description	Remarks
	Part-I A	
i.	Covering letter/Offer forwarding letter of Tenderer (in the techno commercial compliance sheet provided)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. Note: <ol style="list-style-type: none"> In case of any deviation, the same should be submitted separately, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> In case of acceptance of the deviations, appropriate loading shall be done by BHEL 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 a credential certificates issued by clients shall distinctly bear the name of organization, contact phone 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 Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	

Bharat Heavy Electricals Limited: PSWR: Nagpur

Tender Specs. No. **BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161**

----- NOTICE INVITING TENDER (NIT) -----

SN	Description	Remarks
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – I E: Technical Specifications and Plot Plan	
xiii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiv.	Any other details preferred by bidder with proper indexing.	

PART-I B		
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;">OR</p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p> <p>Note: Refer Clause No-3 and 4 of NIT for further details</p>	

PART-II		
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

- SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.**

- 6.0 Void
- 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 Applicable
- 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 or **through E-tender Portal**, 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.

----- NOTICE INVITING TENDER (NIT) -----

- 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 **Digitally** 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.
- ~~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 authorized 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. For the tenders requiring services of Original supplier of equipment/services, offer is preferred from the OEM/Principal. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of manufacturer / supplier or manufacturer / supplier could bid directly but not both. In case bids are received from both manufacturer / supplier and the agent, bid from agent shall be ignored.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 VOID.
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (**through Digital Signature**), as per

----- **NOTICE INVITING TENDER (NIT)** -----

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 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-Volume-II
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC)
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures

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.

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
- ~~03. Annexure-3: Integrity Pact~~
04. Annexure-4: Important Information.
05. Annexure-5: MSE Annex.
06. Annexure-6: Declaration for Reverse Auction

----- NOTICE INVITING TENDER (NIT) -----

ANNEXURE - 1

PRE QUALIFYING CRITERIA

E-Tender Specification Number: BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161		
JOB	Transportation of 01 No. 250 MT KOBELCO crawler crane (Model: CKE 2500-II, Sr No-2370) from BHEL Site, GSECL 1X 800 MW Wanakbori site (Gujrat) to 1X660 MW Bhusawal TPS Site, Distt-Jalgaon (Maharashtra).	
SL NO	PRE QUALIFICATION CRITERIA	APPLICABILITY
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE
B	<u>Technical Criteria:</u> Bidder must have in last Seven years as on latest date of offer submission, successfully carried out transportation of any Single consignment of weight 46.1 MT or above. Bidder shall furnish documentary evidence in support of the same.	APPLICABLE
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of Rs 4.24 Lakhs or more over last three Financial Years (FY) i.e. 2015-16, 2016-17 & 2017-18.	APPLICABLE
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	APPLICABLE
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.	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	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	BY BHEL
G	Consortium tie-ups (if applicable)	NOT APPLICABLE
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> <u>Explanatory Notes for PQR B (Technical)</u> 1. For the criteria (B), work should have been executed as on latest date of offer submission. Bidder must submit documentary evidence to establish the same (Work order along with Completion certificate/ delivery challan/ LR copy/ payment advice etc). 2. Time period for achievement of the qualification requirement is in the last 7 years ending on the 'latest date of Bid submission' of tender. <u>PQR C (Financial)</u> 3. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above. 4. 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. 5. 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 Accountant. 6. C-2: -NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1		

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above.

Net worth = Paid up share capital* + Reserves.

(*: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)

7. C-3: Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above.

Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.

Common Explanatory Notes:

1. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.
2. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the '**latest date of Bid Submission**' of Tender irrespective of date of the start of work.
3. "**Executed**" means the bidder should have achieved the criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Following shall be complied with in case of **consortium**:
 - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement with a validity period of "**six months**" initially. Thereafter, the Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on **six monthly** basis.
 - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
 - c. Number of partners including prime Bidder shall be NOT more than **3 (Three)**.
 - d. Prime Bidder alone shall necessarily comply with "**B1 Technical Criteria**" except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the '**Pre-Qualification Requirements**' specified for the respective category of technical requirement as per "B2 technical criteria".
 - f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
 - g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
 - h. Prime Bidder shall be the Bidder who has a major share of work.
 - i. Prime Bidder shall be responsible for the overall execution of the Contract.
 - j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
 - k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
 - l. In case Prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
 - m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a '**standalone**' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
 - a. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

BIDDER SHALL SUBMIT CREDENTIALS (DETAILED WORK ORDER, BOQ, ONGOING/COMPLETION CERTIFICATE, **TDS CERTIFICATES AND FINANCIAL DOCUMENTS ETC) BASED ON WHICH BIDDER IS CLAIMING TO SATISFY THE PQ CRITERIAS.**

Note: Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per its internal guidelines.

Bharat Heavy Electricals Limited: PSWR: Nagpur

Tender Specs. No. **BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161**

----- NOTICE INVITING TENDER (NIT) -----

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	Details of Contact person for this Tender (<i>Please fill the contact details of the person responsible for the tender so that he/she can be contacted directly regarding any clarifications</i>)	Name : Mr/Ms Designation: Tel No: Mobile No: Fax No: Email -Id:-	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	As per NIT	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with pre-qualification criteria (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 (Tech Bid, Volume-IA & Price Bid) including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
10	Declaration by authorized signatory	Applicable	YES/NO
11	No deviation certificate	Applicable	YES/NO
12	Declaration for Reverse Auction by Bidder	Applicable	YES/NO
13	Declaration confirming knowledge about site conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Bank account details for e-payment	Applicable	YES/NO
16	Power of attorney for submission of tender/signing contract agreement	Applicable	YES/NO
17	Bidder has familiarized himself with all relevant local laws & conditions	Applicable	YES/NO
18	Copy of similar work executed in the past 7 years	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

INTEGRITY PACT

Not Applicable

IMPORTANT INFORMATION

E -Tender for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

Postal Address:

AGM /Purchase BHEL PSWR,
SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- a) AGM Purchase, Email id: prchiwarkar@bhel.in Ph: +91 – 712 – 3048633
- b) Dy. Manager Purchase, Email: vivekjha@bhel.in Ph: +91 – 9429198214
- c) Dy. Manager Purchase, Email: tapishkhandelwal@bhel.in Ph: +91 –712-3048732
- d) Sr. Engineer Purchase, Email: kabhi@bhel.in Ph: +91 – 712 – 3048704
- e) Asst. Engineer Purchase, Email: bajinath@bhel.in Ph: +91 – 712 – 3048652

1. 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 → Tender Notification → List of Banned Firms)
2. Refer clause no 2.27 of Volume IC General Conditions of Contract (GCC) regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf
3. The offers of the bidders who are under suspension as also the offers 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.

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

3.1. 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.

3.2. Commitment by Bidder/ Supplier/ Contractor:

3.2.1. 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.

3.2.2. 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 Govt. of India/ BHEL.

3.2.3. 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.

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

----- NOTICE INVITING TENDER (NIT) -----

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 and/or under applicable legal provisions”.

4. All Statutory Requirements as applicable for this project shall be complied with.

5. BHEL Fraud Prevention Policy, "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."

6. Following clause shall form part of the HSE documents

“In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract”

7. Please take note of following Revised Tender Clauses:

- i. Notice Inviting Tender: Sl No 9
- ii. General conditions of Contract: Clause 2.12, 2.14, 2.17, Clause No ~~1.15.13 (New)~~, Clause No 2.8.3, 2.8.4 and 2.8.5
- iii. ~~Special Conditions of Contract: Clause No 4.2.1.7~~
- iv. **General conditions of Contract: Clause No 2.7.2 (New) and Clause No 2.7.3 (New).**
- v. **General conditions of Contract: Clause No 2.21 (New).**
- vi. **Forms & Procedures: Inclusion of Form F-30, F-31, F-32 & F-33 and Procedure 2.3.**

8. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.

- a) Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
- b) Time of Completion (Clause 2.10)
- c) Extension of Time for Completion (Clause 2.11)
- d) Overrun Compensation (Clause No. 2.12)
- e) Interest bearing Recoverable advance (Clause no.2.13)
- f) Quantity Variation (Clause No.2.14)
- g) Extra Works (Clause no.2.15)
- h) Price variation Compensation (Clause no. 2.17)
- i) Retention Amount (Clause no. 2.22)
- j) Performance Guarantee for Workmanship (Clause no. 2.24).

9. LIQUIDATED DAMAGES/PENALTY

GCC Clause 2.7.9 (Liquidity Damages/Penalty) shall not be applicable. Liquidity Damages/Penalty is applicable as per Clause 3.6 and 3.7 of Technical Conditions of Contract (TCC) – Volume-IA.

10. Acceptance of Bank Guarantee (BG):

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol I C GCC:

Clause No. 1.10.3 (iii) of Vol IC GCC is revised as below: -

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.

----- NOTICE INVITING TENDER (NIT) -----

Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that **"It is enforceable at Nagpur, Maharashtra"**.
- c. Any private sector banks, with a clause in the text of Bank Guarantee that **"It is enforceable by being presented at any branch of the bank"**.

Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".

11. Broad Terms & Conditions of Reverse Auction

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction for which Declaration Proforma by bidder has been given in Annexure VI of NIT:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on 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).

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).

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

----- NOTICE INVITING TENDER (NIT) -----

Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bhel.abcpocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".

- 12. Delay in 1st submission of SDBG/ PBBG:** SDBG/ PBG is to be furnished by the vendor before start of work. No payment will be released till SDBG/PBG is submitted by the vendor.

However if requested by the vendor, cash recovery equivalent to SDBG/ PBG value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

- 13. Compensation in case of Death/ Permanent Incapacitation of Person:** BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh)
 - (ii) In the event of other permanent disability: Rs 7,00,000/- (Rs Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

14. MSE Vendors:

Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT), if Applicable.

To avail this benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or 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 copy of a CA certificate (format enclosed at **Annexure- 5** 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 said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is 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.

MSE ANNEX

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 (Le. 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

The above investment of Rs _____ Lakhs 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 the 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 the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)

Name –

Membership number –

Seal of Chartered Accountant

Declaration for 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 for Participation in Reverse Auction (RA)

Ref: NIT/Tender Specification No: BHE/PW/PUR/TPT-250MT-CRN-BWT6/2161

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed envelope/ E-Procurement Portal Price Bid, submitted by us. We have read all the guidelines of reverse auction available in tender enquiry as well as on www.bhel.com portal. We also declare that during reverse auction:

- ❖ We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid already submitted to BHEL along with the offer.

We also declare to submit the “Process Compliance Form” (to the designated service provider) as well as “Online Sealed Bid” in the Reverse Auction, in case BHEL decides to go for that.

Yours Faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:

Place:

2161

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

PROJECT INFORMATION

GSECL 1X800 MW WANAKBORI UNIT-8, DISTT-KHEDA (GUJARAT)		
1.1	Location	Wanakbori, District-Kheda, Gujarat
1.2	Nearest Railway Station	Sevaliya (8KM) – Anand-Godhra main line
1.3	Nearest Airport	Vadodara (85 KM from site), Ahmedabad (100 KM from site)
1.4	Major Towns/Cities	13 KM from Balasinor and 10KM from sevaliya

Project Information: 1X660 MW MSPGCL BHUSAWAL TPS (MAHARASHTRA)		
SL No	Description	Details
1.1	Location	1X660 MW MSPGCL BHUSAWAL TPS, DISTT. - JALGAON, MAHARASHTRA
1.2	Nearest Railway Station	BHUSAWAL (8 KM)
1.3	Nearest Airport	AURANGBAD (138 KM from site)
1.4	Nearest town/City	BHUSAWAL (8 KM)

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

JOB: TRANSPORTATION OF CRAWLER CRANE:

1.0 SCOPE OF WORK

Transportation of 01 No. 250 MT KOBELCO crawler crane (Model: CKE 2500-II, Sr No-2370) from BHEL Site, GSECL 1X 800 MW Wanakbori site (Gujrat) to 1X660 MW Bhusawal TPS Site, Distt-Jalgaon (Maharashtra).

Consigner Address	Consignee Address
BHEL SITE OFFICE, GSECL 1X800 MW WANAKBORI UNIT-8 DISTT-KHEDA (GUJARAT) - 388239 Contact Person: Sh. Nitin Mahajan (Mb: 08140450004) Email: nmahajan@bhel.in	BHEL SITE OFFICE, 1X660 MW MSPGCL BHUSAWAL TPS, DEEPNAGAR, DISTT - JALGAON, MAHARASHTRA- 425307 Contact Person: Sh. B Dey (Mb:9425239732) Email: bdey@bhel.in

Tentative Schedule for commencement of transportation:

Fourth Week of Aug 2019.

- 1.0 Bidder shall be intimated 02 days in advance regarding the transportation. Bidder shall depute their trucks/trailers to BHEL site accordingly.
- 1.1 Bidder shall provide trailers for the transportation of subject crane & its subassemblies as detailed in the loading plan of the crane. **(Refer enclosed Appendix-A)**
- 1.2 The details of the crane carrier, loose accessories and their dimension/weights are given in this tender specification for general guidelines to the bidder; however bidders are advised to see the crane physically at site prior to submission of their offer. The weight & dimension of cranes sub-assemblies / packages as given in the loading plan are based on the OEM (Originals Equipment Manufacturer's) shipping document. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to data given in the Appendix-A.

2.0 Liaisoning With BHEL sites

Bidder has to contact Construction Manager, BHEL consigner site before placing the trailers for loading at and General Manager BHEL consignee site for unloading.

3.0 BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT

- 3.1 BHEL attaches utmost importance for proper lashing / tying of consignment for safe transportation. Necessary wire ropes, manila ropes, turn buckles, tyre gutter pieces, gunny bags, tarpaulins and wooden sleepers of suitable size & numbers etc., are to be provided by transporter at their cost and shall carry out necessary works for tying / covering of crane / components on trailer and care should be taken by the transporter to reach the material safe at final destination. If any damages to crane and its subassemblies occurred due to the transporter negligence, then BHEL reserves the right to make full recovery of the repair and replacement charges incurred to rectify the damages from the transporter. BHEL decision in this regard will be final.

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

- 3.2 Lacing of each boom/boom inserts/jibs & jib inserts should be done with non-abrasive polyester material i.e. with nylon belt of suitable capacity at minimum three locations.
- 3.3 During transportation, crane and its sub-assemblies are to be supported on trailer with adequate no. of sleepers of length equaling the entire width of the trailer.
- 3.4 Necessary weld supports including supply of material and welding and cutting will be arranged and provided by BHEL. These are accountable and returnable to consignee. Certain consignments are vulnerable and require more protection during transportation. En-route if some temporary provisions are to be made for reinforcing the road with sleeper etc. the same will be arranged by bidder.
- 3.5 It is responsibility of Bidder to provide vehicle of suitable size and capacity keeping in view of details of dimension /weight of loose accessories as given in Appendix-A and safety of transportation of the consignment to the destination. The vehicles should have valid RTO permits and in good working / running condition.
- 3.6 The transporter shall ensure that the consignments are delivered at destination in safe condition with minimum transit time. The entire material / loose accessories of crane should be transported and delivered at consignee **WITHIN 25 DAYS** from the start of the work which includes loading and travel time (The actual transit time shall be calculated as = {"Date of reaching of last trailer at destination site" – "Date of release of First trailer at origin site"}). In addition to the transportation period, a grace period of **2 day** is allowed to provide for any unforeseen contingency in transportation; however bidder shall make all efforts for early completion of Work. Transportation delay beyond stipulated period will attract a liquidated damage @ 0.5 % per day.
- 3.7 The transporter shall place the vehicle at consignor place within 72 hours' notice from the time of request of BHEL site / Owner representative, failing which Penalty shall be enforced as rate mentioned in below table:

Category	Charges per day per Trailer	
	Notice Time (Hrs.)	Charges
20/22 MT Standard Bed Trailer	72	Rs. 1000
32 MT & above Trailers	72	Rs. 1500

Note:- Total LD under Clause no. 3.6 & 3.7 will be limited to maximum @ 10% of Contract value.

- 3.8 Trans-shipment of any consignment en-route is not permitted. The prior permission for transshipment may be obtained from BHEL in Force Majeure condition without any commercial implication to BHEL. At any point, violation from loading plan will not be permitted. If any damages to the consignment occurs because of trans-shipment/ any other act of negligence and variation from loading plan, then the cost shall be recoverable from the transporter.
- 3.9 It is responsibility of transporter to carry out road survey between the source and destination points prior to the movement of cranes and submitting the report to the BHEL confirming road condition suitable for transportation. The transporter shall take adequate care to check the capacity of culverts, bridges and level crossing before embarking upon the actual transportation.

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

- 3.10 Transporter shall take all care while loading the crane accessories as per their proposed loading plan and transporter shall ensure & supervise proper loading at port/site.
- 3.11 BHEL prefers their main consignments being carried in the contractor's own vehicles only. If carried in hired vehicles, the contractor should ensure that the party is reputed one and are having maintained vehicles and valid permits.
- 3.12 Transporters own escort team will have to be accompanied with the Main consignments such as Upper works, revolving frame etc. for the entire period of transportation.
- 3.13 The scope of work under this contract is deemed to be completed only when so certified by the Engineer in charge BHEL sites.
- 3.14 The entire road permits and licenses or any relevant authorization from competent authority shall be obtained by the transporter (for the vehicles provided for transportation of crane sub-assemblies) as required running the vehicle as per Indian Motor Vehicle Act. BHEL shall not take any responsibility for any complication arising out of such contingencies. Any such contingencies arising in this regard are entirely the transporter's responsibility. The transporters will be solely responsible for any mishaps such as accident, fire etc., en-route/during transit and consequence thereof, are including legal consequences if any. If any trailer/trucks met with an accident - whether major or minor - the transporter will indemnify the BHEL from all sort of legal or financial responsibility. The transporter will immediately intimate the details of accident to BHEL and BHEL insurance agency. The transporter will lodge the FIR and will attend to all necessary legal formalities as per direction of the BHEL. The transporter will also ensure that the driver who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered to us due to failure in complying with this provision will be on the transporter's account.

COMPLIANCE TO STATUTORY REQUIREMENTS:- Vendor must ensure & comply to the availability of the following documents with the transportation vehicles along with all the govt. statutory laws w.r.t transportation as per clause no 2.8.3 of GCC:-

1. Valid Driving License of driver
 2. Pollution Certificate
 3. Vehicle fitness Certificate
 4. Vehicle Insurance
- 3.15 The transporter shall be responsible for delivery of goods at destination in good condition of the consignment carried by them.
- 3.16 Instances were noticed in which crane car-body along with operator cabin was loaded in sound & intact condition. Whereas on unloading at consignee place, all the electronic control console in operators' cabin was found in damaged condition despite that there is not a single scratch from outside. On examination, it was found that the damages were caused due to excessive vibration generated by rash driving and driving at high speed on bad roads. Hence, it is the responsibility of transporter to ensure the safety of operator cabin by taking intense care and giving instruction to trailer driver to drive smoothly. If any damages in this regard are caused, then BHEL reserves the right to make full recovery of the damages from the transporter.
- 3.17 Road Tax, if applicable for BHEL's owned crane for which transportation is covered under this tender specification has to be paid by the transporter and the same will be reimbursed to the transporter on submission of the road tax receipt along with the final invoice. Road Tax assessment is being done by RTO Authority at state entry check post,

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

hence bidder is advised to ensure that all the trailers / consignment should reach on same time at state border check posts. Bidder should ensure that all the trailers carrying crane material should enter in State Border from the same RTO Check Post.

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

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

The above information should be sent immediately once the consignment loaded on trailer / moved out from the BHEL premises. This information is required for further communication to insurance company.

4.0 OWNER'S OBLIGATION

- 4.0 BHEL will arrange for loading of consignment on trailers and trucks at consignor site.
- 4.1 BHEL will also arrange for unloading of consignment from trailers / truck at consignee site.
- 4.2 BHEL shall issue required state permit for the goods being transported to that state if required, but the transporter has to inform BHEL in advance. BHEL will not entertain any detention occur at the check post due to the want of state permit or other documents.

5.0 TRANSIT INSURANCE

- 5.1 BHEL shall insure the consignments with the underwriters/ insurance company etc. Insurance of the consignments by BHEL shall not absolve the transporter of any responsibility of safe and proper transportation of the goods to the final destination or his liability to compensate for the damages / shortages/ losses in respect of consignments transported by them.
- 5.2 In case of any damage, transporter is obliged to submit/furnish document viz. damage certificate, original/copy of FIR, damage occurrence report etc. to BHEL, thereby facilitating BHEL to lodge insurance claim. Any loss suffered by BHEL due to failure in compliance to this provision will be attributable to transporter

6.0 SECURITY, RULES & REGULATION

The transporter and or his agent shall comply with Security & safety regulations in the matter of entry, exit and movement inside the BHEL's customer plant premises or elsewhere and as indicated in GCC. Ignorance of such regulations will not be accepted as an excuse. Spark arresters shall be provided on vehicles deployed to Hydrocarbon / Petrochemical installations/Refineries.

7.0 DETENTION CHARGES AT LOADING & UNLOADING POINTS:

Detention charges shall be paid extra if the vehicles are not loaded in time subject to reporting of vehicles before 10 AM on any working day. If the vehicles report after 10 AM, the date of report shall be taken as 10 AM on the next working day for the purpose of payment of detention charges. Detention charges will be paid as follows:-

7.1 Eligibility for Detention Charges.

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Within 72 Hrs from the time of reporting, the vehicle should be released. From 4th day onwards, detention will apply as per Table given below:

7.2 Detention Charges.

7.2.1 Detention charges shall be paid on certification of the BHEL Engineer of respective Site.

7.2.2 Detention at Site shall be paid based on the Gate Entry at Site / endorsement of BHEL Site Officials.

7.2.3 It is the responsibility of the Transport Carrier to obtain the required gate entries/endorsements in the L.R. with time & date from Sites, to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.

7.2.4 However, no detention charges will be payable if the vehicles report on Sundays & General Holidays

7.2.5 Detention charges will be paid as follows:

Detention Charges per day per Trailer				
Description	Up to 5 Days	6 to 10 Days	11 to 20 Days	Beyond 21 days
20& 22MT Standard Bed Trailer	Rs. 750	Rs. 1000	Rs. 1250	Rs. 1500
32 MT & above Trailers	Rs. 750	Rs. 1250	Rs. 1500	Rs. 1800

7.2.6 Detention charges will be restricted to maximum for 30 days including detention at loading & unloading point.

7.3 POWER BLOCK / HEIGHT GAUGE CHARGES: -

No compensation/extra payment shall be paid on power block / height gauge charges at railway crossings. The quoted amount should be inclusive of all such expenditures.

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8.0 TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)

- 1) All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
- 2) Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- 3) **GST** :
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- 4) GST charged in the Tax Invoice/Debit note 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) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below :-
BHEL GSTN – As per **Annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
- 6) Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

- 7) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- 8) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 9) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 10) Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

- 11) **New taxes and duties:**-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

- 12) For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 13) **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
- 14) **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
- 15) Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

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ANNEXURE-2 **BOCW Act & Cess Act**

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

(i) Number of Building Workers employed during preceding one month.

(ii) Number of Building workers registered as Beneficiary during preceding one month.

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(iii) Disbursement of Wages made to the Building Workers for preceding wage month.

(iv) Remittance of Contribution of Beneficiaries made during the preceding month

9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above), however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

9.0 SECURITY DEPOSIT & BANK GUARANTEE

9.1 Security Deposit: Please refer Clause no. 1.10 of Volume-I C GCC.

9.2 Contract Value for Security Deposit (SD):

At the beginning of contract, the Security Deposit shall be calculated according to the awarded Contract Value. Subsequently amount of SD shall be regulated based on the Contract Value that is arrived at after taking care of time extensions, short closure etc. Accordingly, contractor shall pay additional amount of SD or BHEL will adjust/refund excess SD if any. For further details, refer Clause no. 1.10 of Volume-I C General Condition of Contract (GCC).

9.3 Guidelines for acceptance of Bank Guarantees are as follows:

Refer Clause no. 10 of Annexure-4 "Important Information" of NIT.

10.0 PRICE VARIATION

The price shall remain firm for entire contract period.

11.0 Safety, Occupational Health and Environmental Management

As per "Health Safety Environment Plan" which is part of Volume IC-GCC.

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12.0 PAYMENT TERMS:

BHEL will release the payment from **consignee site within 45 days** of safe delivery of consignment at destination on submission of following documents at destination site.

1. The invoice in duplicate based on the accepted/awarded rate
2. Copy of letter of award.
3. Copy of LR with consignee's acknowledgement and seal clearly indicating the date of delivery and name of the person who received the materials, the vehicle registration number and type of vehicle etc. in which the consignment is received duly affixing seal (rubber stamp) of consignee shall be submitted along with the bill . Number of packages / weight delivered with vehicle Nos. shall be indicated on the LR without exception.
4. Copy of Challan /packing slip issued by consignor, duly endorsed by consignee for receipt of all items in good condition at destination.
5. Separate invoice for amount over & above the awarded amount if any viz. detention charges, road tax on BHEL own Crane, if applicable has to be submitted along with supporting document in original. No extra payment shall be made for Toll Tax. In case of detention charges, copy of LR indicating in & out time & date of vehicle duly certified by BHEL official has to be submitted as original will be submitted in invoice for awarded amount.
6. BHEL has switched on to payment through Electronic Fund Transfer (EFT)/RGITS. In order to implement the new system , the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker:
 1. **Name of the Company**
 2. **Name of Bank**
 3. **Name of Bank Branch & Branch Code**
 4. **City**
 5. **Account Number**
 6. **Account Type**
 7. **IFSC Code of the Bank Branch**
 8. **MICR Code of the Bank Branch.**

13.0 RATE SCHEDULE AND PRICING TERMS

- 13.1 Transporter shall quote for the transportation of crane and its sub-assemblies as detailed in the Appendix-A (Loading Plan).
- 13.2 Few consignments shall carry extra weight/ ODC in nature; hence lump sum rate should be quoted accordingly. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to given in packing slip and also for consignment, which are of ODC nature, by weight/ volume. In this regards BHEL decision shall be final & binding upon the transporter.
- 13.3 The quoted rates shall be inclusive of all contingency expenses at loading/unloading point and during the transit.
- 13.4 **Price Bid Evaluation Criteria:** - The bidder may please note that the award of work shall be evaluated on the basis of lowest rate quoted (for transportation as detailed in the Appendix- A) in price bid.
- 13.5 **Validity of Offers:** Offer shall be valid for 180 days from the last date of submission of tender

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14.0 RESPONSIBILITY OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

The Contractor shall:

- 14.1 Abide by the Safety Regulations applicable for the Site/Project and in particular as mentioned in the booklet "Safe Work Practices" issued by BHEL. Contractors are also to ensure that their employees and workmen use safety equipment as stipulated in the Factories Act (Latest Revision) during the execution of the work. Failure to use safety equipment as required by BHEL Engineer will be a sufficient reason for issuance of memo, which shall become part of Safety evaluation of the contractor at the end of the Project. Also all site work may be suspended if it is found that the workmen are employing unsafe working practice and all the costs/losses incurred due to suspension of work shall be borne by contractor. A comprehensive list of National Standards from which the contractor can draw references for complying with various requirements under this section is given under
- 14.2 Hold BHEL harmless and indemnified from and against all claims, cost and charges under Workmen's Compensation Act 1923 and 1933 and any amendment thereof and the contractor shall be solely responsible for the same.
- 14.3 Abide by the Procedure governing entry/exit of the contractor's personnel within the Customer/Client premises. All the contractors' employees shall be permitted to enter only on displaying of authorized Photo passes or any other documents as authorized by the Customer/Client.
- 14.4 Be fully responsible for the identity, conduct and integrity of the personnel/workers engaged by them for carrying out the contract work and ensure that none of them are ever engaged in any anti national activity
- 14.5 Prepare a signboard giving the following information and display it near work site:
 - i) Name of Contractor
 - ii) Name of Contractor Site-in-charge & Telephone number
 - iii) Job Description in short
 - iv) Date of start of job
 - v) Date of expected completion
 - vi) Name of BHEL Site-in-charge.
- 14.6 Abide by the rules and regulations existing during the contract period as applicable for the contractors at the Project premises.
- 14.7 Observe the timings of work as advised by BHEL Engineer-in-charge for carrying out the contract work

15.0 LIQUIDATED DAMAGES:

As per Clause no. 3.6 & 3.7 of Technical Conditions of Contract (TCC) - VOLUME-IA.

16.0 GENERAL

- In case any contradiction between "General Condition of Contract" & "Special Condition of Contract" of this tender specification, the provision of "Special Condition of Contract" shall prevail.
- In case of contradiction between Quoted Unit Rate and total amount, the quoted unit rate shall be taken as correct and total amount recalculated for the for intended order quantity.
- In case of contradiction between Rate in Figure and Rates Words, the lesser of the two shall be considered as correct.
- In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**APPENDIX-A (LOADING PLAN)**

Standard Loading Plan- Kobelco CKE 2500-II					
Trailer Sl. No.	Description	Gross Wt in Kg.	Dimension of packages LxWxH (meter)	Category and type of Trailer	No. of sleepers required
1	Upper Machine with Carbody, Mast and Wire Rope	46100	13.64x3.5x3.5	Suitable Capacity Trailer	
2	Crawler Frame Assy (R.H)	20700	8.97x1.38x1.73	22 MT 40' Flat Bed	
3	Crawler Frame Assy (L.H)	20700	8.97x1.38x1.73	22 MT 40' Flat Bed	
4	Counter Weight	10700	4.1x1.95x0.9	32 MT 40' Flat Bed	
	Counter Weight	5625	1.84x1.2x0.49		
	Counter Weight	5625	1.84x1.2x0.49		
	Counter Weight	5625	1.84x1.2x0.49		
5	Counter Weight	5625	1.84x1.2x0.49	32 MT 40' Flat Bed	
	Counter Weight	5625	1.84x1.2x0.49		
	Counter Weight	5625	1.84x1.2x0.50		
	Counter Weight	5625	1.84x1.2x0.51		
	Counter Weight	5625	1.84x1.2x0.52		
6	Counter Weight	5625	1.84x1.2x0.53	32 MT 40' Flat Bed	
	Counter Weight	5625	1.84x1.2x0.54		
	Counter Weight	5625	1.84x1.2x0.55		
	Counter Weight	5625	1.84x1.2x0.56		
	Counter Weight	5625	1.84x1.2x0.57		
7	Counter Weight	5625	1.84x1.2x0.49	32 MT 40' Flat Bed	
	Counter Weight	6350	2.7x2.47x0.47		
	Counter Weight	6350	2.7x2.47x0.47		
	Counter Weight	5625	1.84x1.2x0.58		
	Counter Weight	5625	1.84x1.2x0.49		
8	Fix jib lower boom	250	4.78x1.04x0.93	20 MT 40' Flat Bed	2
	Fix jib strut Assy	340	5.15x1.2x0.82		
	Fix jib upper boom	370	5.06x1.02x0.92		
	Insert boom 20'	1700	6.096x2.34x2.41		2
9	Lower Boom Assy with backstop + Insert boom 10'	5850	11.348x2.34x2.43	20 MT 40' Flat Bed	2
10	Upper boom Assy	3800	8.45x2.34x2.36	20 MT 40' Flat Bed	2
11	Insert boom 40'	2800	12.32x2.34x2.41	20 MT 40' Flat Bed	2
	Fix insert jib boom 10'				2
12	Insert boom 40'	2800	12.32x2.34x2.41	20 MT 40' Flat Bed	2
	Fix insert jib boom 20'				2
13	Insert boom 40'	2800	12.32x2.34x2.41	20 MT 40' Flat Bed	2
	Fix insert jib boom 20'				2
14	Insert boom 40'	2860	12.32x2.34x2.41	20 MT 40' Flat Bed	2
	Aux. platform				2
	Aux. platform				

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APPENDIX-A (LOADING PLAN)

15	Insert boom 40'	2690	12.32x2.34x2.41	20 MT 40' Flat Bed	2
16	250 Ton hook	4640	2.67x1.82x1.09	20 MT 40' Flat Bed	
	150/100 Ton hook	2550	2.85x0.94x1.04		
	70 Ton hook	2300	2.03x0.94x1.28		
	35 Ton hook				
	Aux sheave Assy	420	2.23x0.93x0.98		
	Container	2500	6.00x2.60x2.60		
	Following items will be packed in side the Container				
	Wooden Box (Containing Guy cable & Guy Line)	3310	2.3x2.29x1.59		
	Box (Accessories)	1190	3.23x1.38x1.12		
	Tools & Lubrication kit and accessories for machine	1680	1.92x1.1x1.02		
	Case	409	4.83x.43x.57		
	Case(Pallet)	140	1.39x.99x.95		
	Case(pipes)	150	6.0.x0.5x0.5		
	Trailer Summary				
	Suitable Trailer	1			
	32 MT Flat Bed	4			
	22 MT Flat Bed	2			
	20 MT Flat Bed	9			
	Total	16			
Note: Each trailer should report for loading with Marked Nos. of Sleepers against it (Length equal to trailer width and Min Cross section: 6 inch X 6 inch.)					

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ANNEXURE - I

DISPATCH AND DELIVERY CERTIFICATE.

(NEED TO BE ASSOCIATED AND CARRIED ALONG WITH EACH & EVERY INDIVIDUAL LR/CHALAN) TENDER NO: PSWR)

A. FOR CONSIGNOR / LOADING SITE :

SL. NO.	DESCRIPTION OF MATERIAL (AS PER PACKING LIST/LOADING PLAN)	QTY.	LR/CHALAN NO.	TYPE OF VEHICLE	TRAILER PLACEMENT DATE AT CONSIGNOR SITE	TRAILER LOADING DATE	TRAILER RELEASE DATE FROM CONSIGNOR SITE	DURATION OF STAY AT ORIGIN SITE (IN NO. OF DAYS	REASON ATTRIBUTABLE TO TRANSPORTER/BHEL (IN CASE OF BEYOND THE FREE TIME LIMIT AS PER CLAUSE NO.-15 OF THE TENDER)		REMARKS
									TRANSPORTER	BHEL	
A	B	C	D	E	F	G	H	I=(F-H)	J	K	L
1											
2											

SIGNATURE & STAMP OF THE TRANSPORTER'S
REPRESENTATIVE

SIGNATURE AND STAMP OF BHEL'S (CONSIGNOR)
REPRESENTATIVE

B. FOR CONSIGNEE / UN-LOADING SITE :

SL. NO.	DESCRIPTION OF MATERIAL (AS PER PACKING LIST/LOADING PLAN)	QTY.	LR/CHALAN NO.	TYPE OF VEHICLE	TRAILER REACHED AT DESTINATION SITE	TRAILER UN- LOADING DATE	TRAILER RELEASE DATE FROM CONSIGNEE SITE	DURATION OF STAY AT DESTINATION SITE (IN NO. OF DAYS	REASON ATTRIBUTABLE TO TRANSPORTER/BHEL (IN CASE OF BEYOND FREE TIME LIMIT AS PER CLAUSE NO.-15 OF THE TENDER)		REMARKS
									TRANSPORTER	BHEL	
A	B	C	D	E	F	G	H	I=(F-H)	J	K	L
1											
2											

SIGNATURE & STAMP OF THE TRANSPORTER'S
REPRESENTATIVE

SIGNATURE AND STAMP OF BHEL'S (CONSIGNEE) REPRESENTATIVE

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