

**TENDER SPECIFICATION No.  
BHE/PW/WNT/17-18/LS 248-CRN**

**FOR  
REPAIRING OF ENGINE  
(Isuzu Make, MODEL 6SD1T, SL.NO-504764)  
OF  
LS248 FMC LINK BELT CRANE.**

**VOLUME- I - TECHNICAL BID**

**VOLUME-I CONSISTS OF:**

- Notice Inviting Tender
- Volume I A - Technical Conditions of Contract,
- Volume I B - Special conditions of Contract
- Volume I C - General conditions of Contract

**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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PS-WR

(महाराज कम्पनी/A Maharatna Company)

(भारत सरकार का उपक्रम/A Govt. of India Undertaking)

पॉवर सेक्टर - पश्चिमी क्षेत्र, 1X800 मे.वॉ. साइट कार्यालय/Power Sector - Western Region, 1X800MW Site Office

वनकबोरी टी.पी.एस., ग्राम-कुनी, तालुका - ठासरा, जिला - खेड़ा, गुजरात - 388239 Wanakbori TPS, VIII - Kuni, Taluka Thasra, Dist:- Kheda, Gujarat- 388239

ENQUIRY NO. BHE/PW/WNT/17-18/LS 248-CRN

ENQ DT: 23-08-2017

### NOTICE INVITING TENDER

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

EMAIL offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I and submission of offer as detailed in Annexure-1 Important Information) 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	BHE/PW/WNT/17-18/LS 248-CRN	
ii	Broad Scope of job	REPAIRING OF ENGINE (ISUZU Make, MODEL 6SD1T SL.NO-504764) OF LS248 FMC LINK BELT CRANE.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
f	Volume-II	<i>Price Schedule.</i>	Applicable
iv	Issue of Tender Documents	<b>Date of Issue: 23/08/2017</b> tender documents shall be available at BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> )	Applicable/Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Refer Annexure-1 'Important Information'. (Submission shall be through E-mail mode only)</b>	Applicable
vi	OPENING OF TENDER	<b>Refer Annexure-1 'Important Information'. Notes:</b> (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.	Applicable
vii	EMD AMOUNT	<b>Rs 2000/- (Rupees Two Thousand Only).</b>	Applicable* (*---Refer Annex-01 "Imp. Information" of NIT for MSE Vendors)
viii	COST OF TENDER	Rs 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<b>Refer Annexure-1 'Important Information'.</b>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable



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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 ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums)
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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 Bidder shall deposit EMD through Demand Draft/Pay Order; same shall be in favour of Bharat Heavy Electricals Ltd, payable at Wanakbori Site.

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, KINGSWAY BRANCH, BRANCH CODE-00432
CITY	NAGPUR
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	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 of BG has to be uploaded.
Submission of EMD to GSECL Wanakbori Site, Gujarat	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 Bank Guarantee/any extensions /amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Bharat Heavy Electricals Ltd, Wanakbori Site.

Proof of Demand Draft/ Payorder or receipt of Electronic Fund Transfer duly signed by Authorized person is to be submitted along with the Techno Commercial offer **through email**. In case of Demand Draft/ Payorder, Original Demand Draft/ Payorder shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.



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## **NOTICE INVITING TENDER**

- 4.0 **Procedure for Submission of Tenders: Annexure-1 'Important Information' of NIT**
- 5.0 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.
- 6.0 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).
- 7.0 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.
- 8.0 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.
- 9.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 10.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 11.0 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.
- 12.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 13.0 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. (Refer **Annexure-1 'Important Information' of NIT**)
- 14.0 The bidder may have to produce original document for verification if so decided by BHEL.



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ANNEXURE-1

## IMPORTANT INFORMATION

### AA) PROCEDURE OF SUBMISSION OF BIDS:

1. **Bidders have to submit their offer through Email only** and following documents are required as Bidders offer:

- I. Complete tender documents (Volume-I-Technical Bid along with No deviation certificate) signed by authorized representative (Part-I).
- II. Proof of EMD
- III. Password Protected Volume-II "Price Bid" as in SL No 3 (Part-II).

2. Bidder has to submit "**No Deviation Certificate**" by E-Mail on or before the due date & time of tender opening.

3. **Password Protected Price bid** shall be submitted through email in one of the following method on or before the due date indicated in Sl. No 7. **Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later.**

- I. Password Protected PDF file in Adobe PDF
- II. Password Protected WinRAR
- III. Password Protected WinZip
- IV. Any other password protected format

4. The email offer shall be addressed to following mail ids.

- I. [pk@bhelpswr.co.in](mailto:pk@bhelpswr.co.in)
- II. [rk@bhelpswr.co.in](mailto:rk@bhelpswr.co.in),
- III. [cavinay@bhelpswr.co.in](mailto:cavinay@bhelpswr.co.in)
- IV. [nmahajan@bhelpswr.co.in](mailto:nmahajan@bhelpswr.co.in)

5. Bidders are not required to submit any other documents other than those detailed in Sl. No 1.

6. Deviations / clarifications, if any shall be discussed with BHEL through email prior to offer submission on or before the due date indicated in Sl No 7.

7. **Important Dates:**

- i. Last date of discussing Deviations/Clarifications : **31/08/2017, 12:00 Hrs**
- ii. Last date of submission of 'No Deviation certificate' as in Sl No 2: **02/09/2017, 15:00 hrs**
- iii. Last date of submission of 'Password Protected Price Bid' as in Sl No 3 : **02/09/2017, 15:00 hrs**
- iv. Due date & time for offer submission: **02/09/2017, 15:00 hrs.**
- v. Opening of Tender (i.e. Part-I): **02/09/2017, 15:30 hrs.**



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### 8. Contact details of Wanakbori Site:-

- Nitin Mahajan – (Mob- 08140450004)
- Prakash Kumar Yadav – (Mob- 09977963613)
- Rajeev Kumar – (Mob- 07654002304)
- Vinay Kr. Rajharia – (Mob- 8412877700)

### BB) OTHERS:

- The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )
- Refer Clause 24 of Volume IC General Conditions of Contract 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](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)
- 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](http://www.bhel.com).
  - Integrity commitment, performance of the contract and punitive action thereof:
  - 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.
  - Commitment by Bidder/ Supplier/ Contractor:
  - 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.
  - 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.
  - 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 omits in any manner which tantamount to an offence



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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”.

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. **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- 4** 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.



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**ANNEXURE - 2**

### PRE QUALIFYING CRITERIA

JOB	<b>Repairing of Engine (Isuzu Make, Model 6SD1T Sl.No-504764) of LS248 FMC Link Belt Crane.</b>	
E-Tender Specification Number: <b>BHE/PW/PUR/LS 248-CRN-WNT/</b>		
SL NO	PRE QUALIFICATION CRITERIA	APPLICABILITY
<b>A</b>	Submission of Integrity Pact duly signed (if applicable)	<b>NOT APPLICABLE</b>
<b>B</b>	<b>Technical Criteria:</b> Bidder must have successfully carried out REPAIRING & TESTING of any 6 Cylinder Engine of minimum 237 HP in last Seven years as on latest date of offer submission. Bidder shall furnish documentary evidence in support of the same.	<b>APPLICABLE</b>
<b>C-1</b>	<b>Financial: TURNOVER Criteria</b> <del>Bidders must have achieved an average annual financial turnover (audited) of Rs. ....Lakhs or more over last three Financial Years (FY) i.e. 2014-2015, 2015-2016, 2016-2017.</del>	<b>NOT APPLICABLE</b>
<b>C-2</b>	<b>NETWORTH</b> (only in case of Companies) <del>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</del>	<b>NOT APPLICABLE</b>
<b>C-3</b>	<b>PROFIT</b> <del>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.</del>	<b>NOT APPLICABLE</b>
<b>D</b>	<b>Assesment of Capacity of Bidder</b>	<b>NOT APPLICABLE</b>
<b>E</b>	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to D	<b>BY BHEL</b>
<b>F</b>	Consortium tie-ups (if applicable)	<b>NOT APPLICABLE</b>
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <p><b><u>Explanatory Notes for PQR B (Technical)</u></b></p> <p>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.).</p> <p><b><u>Common Explanatory Notes:</u></b></p> <p>2. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.</p> <p>3. Time period for achievement of the qualification requirement is in the last 7 years ending on the 'latest date of Bid submission' of tender.</p> <p>4. "Executed" means the bidder should have achieved the criteria specified in PQR-B, even if the contract has not been completed or closed.</p>		



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**Note:** Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" may be verified from the issuing authority 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



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**ANNEXURE -3**

## 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		
		<b>APPLICABILITY</b>	<b>BIDDER REPLY</b>
6	Whether the format for compliance with pre-qualification criteria (ANNEXURE-2) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Copy of pan card	Applicable	YES/NO
8	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
9	Declaration by authorized signatory	Applicable	YES/NO
10	No deviation certificate	Applicable	YES/NO
11	Bank account details for e-payment	Applicable	YES/NO
12	Bidder has familiarized himself with all relevant local laws & conditions	Applicable	YES/NO
13	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)**



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited



PS-WR

(महाराज कम्पनी/A Maharatna Company)

(भारत सरकार का उपक्रम/A Govt. of India Undertaking)

पॉवर सेक्टर - पश्चिमी क्षेत्र, 1X800 मे.वॉ. साइट कार्यालय/Power Sector - Western Region, 1X800MW Site Office

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ENQUIRY NO. BHE/PW/WNT/17-18/LS 248-CRN

ENQ DT: 23-08-2017

## NOTICE INVITING TENDER

ANNEXURE-4

### 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



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## VOLUME - I A - TECHNICAL CONDITIONS OF CONTRACT

### 1. SERVICE ENQUIRY

Kindly submit your quotation by **E-Mail/Speed Post /Registered Post / Courier / Air Mail** in **Two part bid system**. For the work indicated below confirming acceptance to the terms and conditions enclosed, so as to reach us by email **on or before** the due date & time as specified in "IMPORTANT INFORMATION". Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

<b>Tender Spec Ref</b>	<b>BHE/PW/WNT/17-18/LS 248-CRN</b>
<b>Scope of work:</b> Repairing of Engine (Isuzu Make, Model 6SD1T Sl.No-504764) of LS248 FMC Link Belt Crane., as described below:	

S. No	Description	TIME SCHEDULE	Site Address
A.	Removal of LS248 Crane Engine (Isuzu Make, Model 6SD1T Sl.No-504764) from crane at Wanakbori site.	As Required	<b>BHEL SITE OFFICE</b> 1X800MW GUJARAT STATE ELECTRICITY CORPORATION LTD., WANAKBORI THERMAL POWER STATION, TALUKA- GALTESHWAR, DIST-KHEDA (GUJARAT), PIN-388 239
B.	Comprehensive inspection of LS248 Crane Engine (Isuzu Make, Model 6SD1T Sl.No-504764) at repairing agency's workshop for identifying faulty parts/ components.  I. Joint Inspection by BHEL & agency's representative for faulty parts/ components at repairing agency workshop. II. Submission of list of spares required to be changed / replaced. <b>Note-</b> Part Number of each spare & its specification (To specify oversize/ lower size of spare part as required) will be submitted by vendor. III. Spare fitment, complete assembly and testing of engine confirming to its design parameter. IV. Packing of the engine for transportation to Wanakbori site.	As required	
C.	Fitment and testing of LS248 Crane Engine (Model 6SD1T Sl.No-504764) at Wanakbori site in presence of BHEL representative.	As required	

#### **Note:-**

**If BHEL do not want to repair engine / engine is beyond economic repair and BHEL request to return it, then only Point No. 01 & 02 of Price Bid will be operated and Point No 03 & 04 of Price Bid shall not be operated. Evaluation of Tender shall be on total price quoted by bidder for Point No-01, 02, 03 & 04 of price Bid. To & Fro Transportation of Engine Shall be in BHEL Scope.**

- Agency engineer should report at site within 03 days from the date of intimation from BHEL. The intimation for start of work (For repairing of Engine (Model 6SD1T Sl.No-504764) of LS248 FMC Link Belt Crane) for inspection and repairing work will be given through email.
- Days required for above mentioned work are as follows-



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## VOLUME - I A - TECHNICAL CONDITIONS OF CONTRACT

Sl.No.	Activity	Duration	Responsibility
01	Reporting of Agency's Service Engineer at site	Within 07 days from date of issue of LOA Or Intimation from BHEL	Repairing Agency
02	Removal of Engine from Crane at site	Within 4 days	Repairing Agency
03	Dispatch of Engine from site	Within 5 days	BHEL Site
04	Unloading, dismantling, Joint Inspection Call	Within 3 Days	Repairing Agency
05	Joint Inspection	Within 1 Day	Repairing Agency / BHEL
06	Preparation of list of spares with specification, part no.	Within 2 days	Repairing Agency
07	Procurement of spares as suggested by repairing agency	Within 15 days	BHEL
08	Fitment of spares, assembly and testing of engine	Within 8 days after receipt of spares, if any required for servicing of engine	Repairing Agency
09	Dispatch of Engine from Repairing Agency's workshop	Within 4 days	BHEL
10	Reporting of Agency's Service Engineer at site	Within 07 days after Intimation from BHEL	Repairing Agency
11	Fitment of engine on crane and testing	Within 3 Days	Repairing Agency / BHEL

- Supplier to quote service charges as per the Price Format only.
- Service Engineer of Agency should bring required tools for dismantling, fitment & testing work. However, BHEL shall provide Lifting crane, Slings, Manpower for supporting the dismantling, fitment & testing activity on crane.
- Charges for accommodation, transportation & conveyance of service engineer will be under vendor's scope.
- LD shall be applicable as 0.5% of the Purchase/Work order value pertaining to Services (excluding elements of taxes, duties and freight) **per week of delay** or part thereof subject to a maximum of 10% of the respective portion of total order value (excluding elements of taxes, duties and freight).
- BHEL may take a call on whether to repair the engine subsequent to submission of required spares list by the bidder or otherwise. If BHEL do not want to repair engine / engine is beyond economic repair and request to return it, Charges for dismantling & estimation of engine at Agency's works will be borne by BHEL.



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## **VOLUME - I A - TECHNICAL CONDITIONS OF CONTRACT**

8. **Payment Terms:** 100% payment within 45 days after completion of work and submission of original invoice & service report duly certified by BHEL engineer to Site complete in all respect.
9. Bidder must quote item rates for service charge inclusive of local conveyance, boarding & lodging. Transportation cost should include unloading and loading charges at your works.
10. Assist crane for removal, fitment, loading and unloading of engine at site will be provided by BHEL free of charge.
11. Bidder should have to submit all the sheets of this enquiry duly filled and signed along with technical bid as token of acceptance of terms and conditions.
12. No extra compensation for keeping BHEL engine at vendor's work till engine is taken back by BHEL will be entertained.
13. It is the responsibility of the vendor to take utmost care handling & storage of BHEL engine. Non-compliance to this will attract recovery to full extent of damage / repair cost.
14. **Liaising With BHEL site**  
Bidder has to contact Construction Manager, BHEL Wanakbori site before deputing service engineer to site
15. **Bidder's Obligation**
  - i. Service Engineer should bring required tools for removal, dismantling, fitment & testing work at Wanakbori site.
  - II. Packing of the engine after repairing for transportation to Wanakbori site.
  - III. All tool tackles, lifting arrangements and facilities required at vendor work for unloading /loading of engine, fault diagnosis, removal of old/faulty items, assembly of engine, its fitment and final testing is in vendor scope
  - IV. Charges for accommodation, Journey & local conveyance of service engineer will be under vendor's scope.
16. **OWNER'S OBLIGATION**
  - I. BHEL will arrange for loading & unloading of consignment on trailers and trucks at Wanakbori site.
  - II. To and fro transportation of LS248 Crane Engine (Model 6SD1T Sl.No-504764) from Wanakbori Site to repairing Agency workshop Shall be arranged by BHEL.
  - III. Suitable Assist Crane with operator, slings, D-shackles, Manila Ropes, for handling of engine during removal and fitment at Wanakbori site shall be provided by BHEL.
  - IV. Welding, gas cutting & drilling machine etc., Along with operator, helper and consumables such as welding electrode, oxy-acetylene gas etc., if required shall be provided by BHEL at Wanakbori site.
  - V. BHEL shall provide manpower for supporting the engine removal, fitment & testing activity at Wanakbori site.



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## **VOLUME-I B SPECIAL TERMS AND CONDITIONS OF CONTRACT**

### **1.0 TAXES, DUTIES, LEVIES (Consolidated Rev 09 dated 01/07/2017)**

#### **1.1 All taxes and duty other than GST & Cess and BOCW Cess**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

#### **1.2 Goods and service Tax (GST) & Cess**

The contractor shall register himself under GST law and submit proof of such registration to BHEL along with the first bill. If the contractor has not submitted such registration to BHEL then same shall be treated as unregistered supplier and BHEL shall act accordingly.

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. 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.

In case BHEL has to incur any liability (like interest etc.) due to denial/reversal 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.

In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid to the contractor or recovered from the contractor.

Tax invoice/debit Note/revised tax invoice shall contain the particulars as prescribed in GST law.

TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills.

#### **1.3 New Taxes/Levies -**

In case the Government imposes any new levy/tax on the output service/ goods/ after price bid opening, the same shall be reimbursed by BHEL at actual.

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

#### **1.4 BOCW Cess -**

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.



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## VOLUME – IC GENERAL TERMS AND CONDITIONS OF CONTRACT

Cl. No.	DESCRIPTION
1.	Tender should be free from CORRECTION AND ERASURES. Corrections, if any must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail.
2.	No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.
3.	Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected.
4.	Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats.
5.	<b>INSPECTION:</b> Final inspection will be carried out the destination/site/Purchaser's works by the authorized inspecting Officer, if so specified in the tender under Special Terms & Conditions. Whenever preliminary or stage inspection is to be carried out at supplier's works the same is subject to final acceptance after receipt of the material at the destination/Purchasers works and the decision of the purchaser shall be final. The propriety of goods shall not pass until final acceptance by the purchaser.
6.	<b>TERMS OF PAYMENT:</b> Payment will normally be made within a month after completion of work and submission of original invoice & service report duly certified by BHEL Engineer to Nagpur HQ complete in all respect.
7.	<b>GUARANTEE/WARRANTY:</b> The materials/work shall be warranted for design material / workmanship and also for performance warranty as specially stipulated by the purchaser in the order in its annexure.
8.	<b>INSURANCE:</b> Wherever specifically agreed to and directed, the supplier will insure the goods for all transit risks upto delivery of the goods at the final destination. In all other cases supplier must furnish particulars of dispatch for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss, which otherwise might have been recovered from underwriters.
9.	Purchaser reserves its right to the Public Enterprises price preference facilities as admissible under the Govt. of India policy from time to time.
10.	This order or any part thereof shall not be sub-contracted without the purchaser's consent.
11.	<b>METRIC SYSTEM:</b> Supplier is requested to indicate metric system measurements in all documents.
12.	<b>INDEMNITY:</b> The Seller shall indemnify the Purchaser against any claim due to any breach of patent, negligence, defective material or injury to seller or his agent.
13.	In the event of any reduction in the price, due to change of Govt. duties after award to the work and before commencement of work, purchaser is entitled to such reduction and may negotiate fresh price at its discretion.
14.	<b>GENERAL:</b> The purchaser reserves the right to split up the tender and place orders for individual item on different suppliers and also increase or decrease the quantity.
15.	<b>DISPUTES &amp; ARBITRATION:</b> All cases of disputes will be resolved according to the Indian Arbitration Act 1940. The area of jurisdiction shall be Nagpur, Maharashtra.



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Cl. No.	DESCRIPTION
16.	<b>FORCE MAJEUR:</b> Acts of God, Acts of Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Natural Calamities, Epidemic and other similar causes over which the supplier has no control, will amount to Force Majeure. Delay attributable to Force Majeure will be condoned; however the onus of establishing the reason of delay lies with the Supplier.
17.	<b>LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:</b> This contract shall be governed by the Law for the time being in force in the Republic of India. The civil court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all claims in respect of the Contract. No other Civil Court shall have jurisdiction in case of any dispute, under this contract.
18.	<p><b>PRICE DISCREPANCY:</b></p> <p>a) <b>Conventional (Manual) Price Bid opening :</b> In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:-</p> <ol style="list-style-type: none"> <li>When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the bidder, shall be taken as correct</li> <li>When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figure or in words, then the rate quoted by the bidder in words shall be taken as correct</li> <li>When the rate quoted by the bidder in figures and words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.</li> <li>In case of lump-sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.</li> <li>In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the "Total quoted price (loaded for omissions)" shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the "Total quoted price (loaded for omissions)" shall be reduced item wise in proportion to the ratio of 'Original' total price and the "Total quoted price (loaded for omissions)".</li> <li>The 'Final Total Amount' shall be arrived at after considering the amounts worked out in line with 'i' to 'iv' above.</li> </ol>
19.	<p><b>New Taxes/Levies</b></p> <p>In case the Government imposes any new tax/levy/duty on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.</p>
20.	<p><b>Cancellation of Order</b></p> <p>In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days,</p>



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Cl. No.	DESCRIPTION
	for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation. In the event of the non-performance of the supply contract, by the Supplier, the rights of BHEL include, in addition to cancelling the order, to take alternate purchase action at the cost and risk of the supplier. The additional expenditure to be incurred by BHEL in such alternate purchase would be to the account of the supplier (Risk Purchase). This remedy would be in addition to the invoking of the PBG/CEBG on grounds of failure of the Supplier in executing the Contract and any other legal remedies. BHEL reserves the right to initiate the alternate purchase action at the cost and risk of the erring supplier by issue of a simple notice of intention for the alternate purchase action duly sent by any electronic means and / or by a letter. The cancellation of the order would not be a pre-condition for initiation of the alternate purchase action.
21.	This is to inform you that BHEL is switching on to payment through Electronic Fund Transfer (EFT)/ RTGS. 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: <ol style="list-style-type: none"> <li>1. Name of the Company</li> <li>2. Name of Bank</li> <li>3. Name of Bank Branch &amp; Branch Code</li> <li>4. City</li> <li>5. Account Number</li> <li>6. Account type</li> <li>7. IFSC code of the Bank Branch</li> <li>8. MICR Code of the Bank Branch</li> </ol>
22.	<b>SECURITY DEPOSIT:</b> <p>A) Security Deposit means the security provided by the Contractor towards fulfillment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be 5 % of the Contract Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.</p> <p>B) <del>The security Deposit should be furnished before start of the work by the contractor.</del></p> <p>C) Modes of Deposit: The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of the following forms           <ol style="list-style-type: none"> <li>i) Cash (as permissible under the extant Income Tax Act)</li> <li>ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favor of BHEL.</li> <li>iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.</li> <li>iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.</li> </ol> </p>



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

(महाराज कम्पनी/A Maharatna Company)



PS-WR

(भारत सरकार का उपक्रम/A Govt. of India Undertaking)

पॉवर सेक्टर - पश्चिमी क्षेत्र, 1X800 मे.वॉ. साइट कार्यालय/Power Sector - Western Region, 1X800MW Site Office

वनकबोरी टी.पी.एस., ग्राम-कुनी, तालुका - ठासरा, जिला - खेड़ा, गुजरात - 388239 Wanakbori TPS, VIII - Kuni, Taluka Thasra, Dist:- Kheda, Gujarat- 388239

ENQUIRY NO. BHE/PW/WNT/17-18/LS 248-CRN

ENQ DT: 23-08-2017

## VOLUME – IC GENERAL TERMS AND CONDITIONS OF CONTRACT

Cl. No.	DESCRIPTION
	<p>v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL). NOTE: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.</p> <p>D) Remittance of Security Deposit: At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.</p> <p>E) In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below: i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor. ii) <del>There will be no reduction in Security Deposit value in case of variation in contract value up to the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.</del> iii) <del>In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL</del> iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.</p> <p>F) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.</p> <p>G) The Security Deposit shall not carry any interest</p> <p>H) The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + <del>workmanship guarantee period</del> + 3 months, and the same shall be kept valid by proper renewal till the fulfillment of all contractual obligations as per terms of the contract.</p> <p>I) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.</p>



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(भारत सरकार का उपक्रम/A Govt. of India Undertaking)

पॉवर सेक्टर - पश्चिमी क्षेत्र, 1X800 मे.वॉ. साइट कार्यालय/Power Sector - Western Region, 1X800MW Site Office

वनकबोरी टी.पी.एस., ग्राम-कुनी, तालुका - ठासरा, जिला - खेड़ा, गुजरात - 388239 Wanakbori TPS, Vill - Kuni, Taluka Thasra, Dist:- Kheda, Gujarat- 388239

ENQUIRY NO. BHE/PW/WNT/17-18/LS 248-CRN

ENQ DT: 23-08-2017

## VOLUME – IC GENERAL TERMS AND CONDITIONS OF CONTRACT

Cl. No.	DESCRIPTION
23.	<b>RETURN OF SECURITY DEPOSIT:</b> Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfillment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.
24.	<b>SUSPENSION OF BUSINESS DEALINGS</b> BHEL reserves the right to take action against Contractors who either fail to perform or Tenderers/Contractor who indulge in malpractices, by suspending business dealings with them in line with BHEL guidelines issued from time to time.



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ENQUIRY NO. BHE/PW/WNT/17-18/LS 248-CRN

ENQ DT: 23-08-2017

## CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION No. : BHE/PW/WNT/17-18/LS 248-CRN

I/WE, M/s ..... HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

SIGNATURE OF THE TENDERER  
(WITH COMPANY SEAL/STAMP)

DATE:

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

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1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit MICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(For payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

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To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date: