

TENDER SPECIFICATION

No.

BHE/PW/PUR/TPT-EX-MATERIAL/1520

FOR

TRANSPORTATION OF MISC ERECTABLE MATERIALS
FROM 4X600 MW JPL (JINDAL POWER LIMITED) PROJECT
NEAR TAMNAR VILLAGE DISTRICT RAIGARH IN
CHHATTISGARH STATE

TO

GSECL WANAKBORI TPS 1X800 MW,
WANAKBORI, DISTRICT KHEDA IN GUJARAT STATE

VOLUME- I (TECHNICAL BID)

<u>VOLUME-I CONSISTS OF:</u>	
➤	Notice Inviting Tender
➤	Volume I A - Technical Conditions of Contract, <ul style="list-style-type: none">• Special conditions of Contract (SCC-Part of Volume IA)
➤	Volume I B -VOID
➤	Volume I C - General conditions of Contract
<u>VOLUME-II CONSISTS OF:</u>	
➤	Price Bid Specification Volume-II



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-EX-MATERIAL/1520

ISSUE DETAILS

NAME OF THE WORK:

TRANSPORTATION OF MISC ERECTABLE MATERIALS FROM BHEL SITE, JPL RAIGARH (C.G) TO GSECL WANAKWORI 1X800 MW, GUJARAT

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)

DT. 02/06/2015

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on 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/PUR/TPT-EX-MATERIAL/1520	
ii	Broad Scope of job	TRANSPORTATION OF MISC ERECTABLE MATERIALS FROM BHEL SITE, JPL RAIGARH (C. G) TO WANAKBORI GUJARAT	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-I	<u>Technical Bid</u>	Applicable
B	Volume-IA	<u>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</u>	Applicable
C	Volume-IB	Void	Applicable
D	Volume-IC	General Conditions of Contract (GCC)	Applicable
E	Volume-ID	Void	Applicable
F	Volume-II	Price Schedule (Absolute value) consists of:- • Volume-II- Price Bid Specification	Applicable
iv	Issue of Tender Documents	Issued dt. 12/08/2015 1. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 27/08/2015, Time : 15.00 hrs Place: BHEL, PSWR Nagpur HQ.	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs 1,50,000/- (Rupees One Lakh Fifty Thousand Only)	Applicable

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viii	COST OF TENDER	Rs 20,000/- (Rupees Twenty Thousand Only)	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: At least 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr ABHIJEET KUMAR (kabhi@bhhelpswr.co.in) Mr. PRATISH VARGHESE (pgv@bhhelpswr.co.in) Mr. Nirmal PG (nirmalpg@bhhelpswr.co.in)	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, Tender Specifications will be hosted in BHEL webpage www.bhel.com -->Tender Notifications →View Corrigendum's) 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 signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at 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; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- VOL-I consisting of 'VOL-I A (Techno Commercial Bid)' & 'VOL-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - VOL-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	VOL-I A	
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO :	

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

	VOL-I B	
	ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR	

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	Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender	
	2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

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

OUTER COVER		
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

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

- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally 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 **VOID**
- 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 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 authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
 'Stand alone' bidder cannot become a **'prime bidder' or a 'consortium bidder' in a consortium bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the last seven years or for furnishing false information/declaration in the offer.
- 27.0 **Liquidated Damages/Penalty:** BHEL will impose Liquidated Damages and Penalty as per suitable clauses in the respective Tender Specifications on account of delay, violation of contract conditions and non-performance attributable to the contractor.
- 28.0 **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 29.0 A bidder must satisfy **all the Qualifying Requirements** stipulated under 'C', 'D' etc of this tender concurrently in order to get qualified.
- 30.0 Order of Precedence
 In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. ~~Forms and Procedures—Volume-1D~~

for BHARAT HEAVY ELECTRICALS LTD
AGM / Purchase

Enclosure:

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Annexure-2: Important Information.

ANNEXURE - I

PRE QUALIFYING REQUIREMENTS

JOB	TRANSPORTATION OF MISC ERECTABLE MATERIALS FROM BHEL SITE, JPL RAIGARH (C. G.) TO WANAKBORI GUJARAT
TENDER NO	BHE/PW/PUR/TPT-EX-MATERIAL/1520

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. (Bidder must fill up this column as per applicability)
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><u>TECHNICAL CRITERIA</u></p> <p>B.1) Bidder must be in the business of Transportation in last seven years as on latest date of offer submission.</p> <p style="text-align: center;">AND</p> <p>B.2) Bidder should have executed work of transportation of any consignment during last seven years as on last date of offer submission as described below:-</p> <p>B.1.1) Executed single work of transportation of any consignment of value not less than of Rs. 68 Lakhs against single work order.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Executed two works of transportation of any consignment of value not less than of Rs. 42.5 Lakhs against maximum two work orders.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Executed three works of transportation of any consignment of value not less than of Rs.34 Lakhs against maximum three work orders.</p> <p>Bidder shall furnish documentary evidence in support of the same.</p>	APPLICABLE	
C-1	<p><u>FINANCIAL TURNOVER</u></p> <p>Bidders must have achieved an average annual financial turnover (audited) of Rs 25.5 Lakhs or more over last three Financial Years (FY) i.e. 2012-2013, 2013-14, 2014-15 OR 2011-2012, 2012-2013, 2013-14 if Annual Accounts for FY 2014-15 are not audited.</p>	APPLICABLE	
C-2	<p><u>NETWORTH (only in case of Companies)</u></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive</p>	APPLICABLE	
C-3	<p><u>PROFIT</u></p> <p>Bidder must have earned cash profit in any one of the three</p>	APPLICABLE	

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	Financial Years as applicable in the last three Financial Years defined in 'C-1 above based on latest Audited Accounts.		
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT	NOT APPLICABLE	BY BHEL
E	Approval of Customer	NOT APPLICABLE	BY BHEL
F	Consortium criteria	NOT APPLICABLE	BY BHEL
G	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
<p><u>Explanatory Notes for QR</u></p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexure. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i. e. total divided by three. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed up to two months prior to bid opening month. 			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

ANNEXURE –II

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: 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	
6.		APPLICABILITY	BIDDER REPLY
7.	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
8.	Audited profit and loss account for the last three years as per PQR	Applicable	YES/NO
9.	Copy of pan card	Applicable	YES/NO
10.	Whether all pages of the tender documents (Tech Bid & Price Bid) including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
11.	Declaration by authorized signatory	Applicable	YES/NO
12.	No deviation certificate	Applicable	YES/NO
13.	Declaration confirming knowledge about site conditions	Applicable	YES/NO
14.	Declaration for relation in BHEL	Applicable	YES/NO
15.	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 along with proof of completion	Applicable	YES/NO
19.	Whether all the pages of the tender documents are read, understood and signed	Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

ANNEXURE 3:

IMPORTANT INFORMATION

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 2.27 of Volume IC of Special 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 on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf
3. All Statutory Requirements as applicable for this project shall be complied with.
4. Please take note of following Revised Tender Clauses:
 - a) General conditions of Contract: Clause No 1.15.13 (New), Clause No 2.8.3, 2.8.4 and 2.8.5
5. **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 are given in Annexure V of NIT:

- 4.1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- 4.2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit, „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 4.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 4.4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online

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- sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 4.5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
 - 4.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
 - 4.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 - 4.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 - 4.9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
 - 4.10. Reverse auction will be conducted on scheduled date & time.
 - 4.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 - 4.12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
 - 4.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
 - 4.14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
 - 4.15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
 - 4.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - 4.17. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

TENDER SPECIFICATION No.- BHE/PW/PUR/TPT-EX-MATERIAL/1520

I, _____ HEREBY CERTIFY THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THIS TENDER SPECIFICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE GONE THROUGH THE SPECIFICATIONS, CONDITIONS AND STIPULATIONS IN DETAIL AND AGREE TO COMPLY WITH THE REQUIREMENTS AND INTENT OF THE SPECIFICATION. I FURTHER CERTIFY THAT I AM DULY AUTHORISED REPRESENTATIVE OF THE UNDERMENTIONED BIDDER AND A VALID POWER OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.

DATE:

SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL

CERTIFICATE OF NO-DEVIATION

TENDER SPECIFICATION No. - BHE/PW/PUR/TPT-EX-MATERIAL/1520

I/WE, M/s.....

HEREBY CERTIFY THAT NOTWITHSTANDING 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 AND CLARIFICATIONS.

I/We also certify that:

1. ~~I/We have submitted duly filled "Appendix A" attached with tender for loading plan without any deviation.~~

Date:

Seal & Signature of the Bidder

CERTIFICATE CONFIRMING
KNOWLEDGE ABOUT SITE CONDITIONS

TENDER SPECIFICATION No. BHE/PW/PUR/TPT-EX-MATERIAL/1520

We, M/s
hereby declare and confirm that we have visited the project site(s) for which we have submitted our offer and acquired full knowledge and information about the site conditions.

We further confirm that the above information is true and correct and we shall not be eligible for any additional payment of any nature due to lack of knowledge or non-familiarization of site conditions.

BIDDER'S NAME AND ADDRESS:

SIGNATURE & OFFICIAL SEAL OF BIDDER'S
AUTHORISED SIGNATORY

PLACE:

DATE:

DECLARATION SHEET

TENDER SPECIFICATION No. BHE/PW/PUR/TPT-EX-MATERIAL/1520

The Bidders are requested to furnish the following information while quoting, failing which their offer will be summarily rejected.

1. Whether any relative(s) of Partner/Director : YES NO
/Owner is presently employed in BHEL? (If yes, please give particulars)
If so, his connection with the Firm

2. Whether any BHEL employee is : YES NO
Holding any share in Firm? (If yes, please give particulars)

Signature & Official Seal of the Tenderer

Note:

1. Attach separate sheet, if necessary.

2. If the BHEL Management comes to know, at a later date, that the information furnished by the Bidder is false, suitable action will be taken according to law against the contractor

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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JOB: TRANSPORTATION OF MISC ERECTABLE MATERIALS FROM JPL RAIGARH TO GSECL WANAKWORI

1. SCOPE OF WORK

TRANSPORTATION OF MISC ERECTABLE MATERIALS WHICH MAINLY INCLUDES STRUCTURAL STEEL (Approx. 1150 MT, Length max up to 12 meter & width max upto 2.5 meter) & CABLE DRUM (1000 Nos.- Each cable drum is approx. of 800 kg, Dia- 1-1.2 mtr (tentative)) FROM BHEL SITE, JPL RAIGARH (C.G) TO GSECL WANAKWORI 1X800 MW, GUJARAT.

Consignor Address	Consignee Address	Approx Distance
BHEL SITE OFFICE, JINDAL POWER LTD. OP JINDAL STPP 4X600 MW EXPN. JINDAL POWER LIMITED, TAMNAR - -496 107, TAH. GHARGHODA, DISTT. RAIGARH (C.G)	BHEL SITE OFFICE, 1X800 MW GSECL WANAKBORI TPS, WANAKBORI, DISTT: KHEDA (GUJARAT)	1337 km

Tentative Schedule for commencement of transportation:

1st WEEK OF Sep' 2015.

- 1.1 Bidder shall be intimated 03 days in advance regarding the transportation. Bidder shall depute their trucks/trailers to BHEL site accordingly.
- 1.2 Bidder shall provide trailers for the transportation of Structural steel & cable drum ~~as detailed in the loading plan~~
- 1.3 Bidders are advised to see the Structural steel & cable drum physically at site prior to submission of their offer.

2. Liaisoning With BHEL sites

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

3. 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 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 components on trailer and care should be taken by the transporter to reach the material safe at final destination. If any damages/losses occur due to the transporter negligence, then BHEL reserves the right to make full recovery of the replacement charges incurred to rectify the damages from the transporter. BHEL decision in this regard will be final.
- 3.2. 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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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3.3. It is responsibility of Bidder to provide vehicle of suitable size and capacity and safety of transportation of the consignment to the destination. The vehicles should have valid RTO permits and in good working / running condition.

3.4. The transporter shall ensure that the consignments are delivered at destination in safe condition with minimum transit time. The LOT as per BHEL notification (lot size will be decided by BHEL) should be transported and delivered at consignee WITHIN 16 DAYS which includes loading and travel time as required. 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 (0.5% of the consignment value as per the tonnage loaded) to the maximum @ 10% of total contract value.

3.5. The transporter shall place the vehicle at consignor place within 72 hours' notice from the time of written request of BHEL site / Owner representative, failing which Penalty shall be enforced as rate mentioned in below table:-

Category	Charges in Rs. Per Day	
	Notice Time (Hrs.)	Charges
15,17, 22 & 32 MT Trailer/Truck	72	Rs. 1000

3.6. 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/loss to/of the consignment occurs because of trans-shipment/ any other act of negligence and ~~variation from loading plan~~, then the costs shall be recoverable from the transporter.

3.7. It is responsibility of transporter to carry out road survey between the source and destination points prior to the movement 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.

3.8. Transporter shall take all care while loading the components and transporter shall ensure & supervise proper loading at port/site.

3.9. BHEL prefers their 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.

3.10. Transporters own escort team will have to be accompanied with the consignments.

3.11. The scope of work under this contract is deemed to be completed only when so certified by the Engineer in charge BHEL sites.

3.12. 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 components) 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.

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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

3.13. The transporter shall be responsible for delivery of goods at destination in good condition of the consignment carried by them.

3.14. Road Tax, if applicable for BHEL's components 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, 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/trucks carrying components 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

- 4.1 BHEL will arrange for loading of consignment on trailers and trucks at consigner site.
- 4.2 BHEL will also arrange for unloading of consignment from trailers / truck at consignee site.
- 4.3 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.

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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.

7.1.1. At Sites / Harbour / CFSs:

Within 72Hrs 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 other areas such as Shipping/Stores/Harbour & CFS and Sites etc., 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				
Description	Up to 5 Days	6 to 10 Days	11 to 20 Days	Beyond 21 days
15,17, 22, & 32 MT Standard Bed Trailer/truck	Rs. 750	Rs. 1000	Rs. 1250	Rs. 1500

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.

7.4 Contract will be executed within 3 months of LOI.

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8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 04 dated 14/05/2015)

8.1. For All types of works excepting works covered under sl no 8.2

8.1.1

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

8.1.2 Service Tax & Cess on Service Tax

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,

1. The name, address and the registration number of the contractor,
2. The name and address of the party receiving taxable service,
3. Description, classification and value of taxable service provided and,
4. The service tax payable thereon.

All the Four conditions shall be fulfilled in the invoice before release of service tax payment.

Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.

8.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit.

8.2 ~~Enabling Works~~

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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. (i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties)

However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.

8.3 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

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

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

8.4 BOCW Cess

The quoted rates shall be exclusive of the BOCW Cess which 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.

8.5 GST

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

9.0 Safety, Occupational Health and Environmental Management

As per document titled "HSE PLAN" attached with this document

10.0 SECURITY DEPOSIT & BANK GUARANTEE

10.1 Security Deposit: Please refer GCC.

10.2 Contract Value for Security Deposit (SD):

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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.

10.3. Guidelines for acceptance of Bank Guarantees are as follows:

- Vendors are advised to obtain BG from any of the following BHEL consortium banks

State Bank of India	The Hongkong and Shanghai banking Corporation Ltd.
ICICI Bank Ltd	ABN Amro Bank N.V
Bank of Baroda	IDBI Ltd
Canara Bank	Punjab National Bank
Citi bank N.A	Standard Chartered Bank
Corporation Bank	State Bank of Travancore
Detshe Bank	State Bank of Hyderabad
HDFC Bank Ltd	Syndicate Bank
- The Bank Guarantees of all Public sector banks shall be accepted (Other than consortium banks also).
- The Bank Guarantees of Co-operative banks shall not be accepted.
- Bank Guarantees of other banks (banks other than consortium bank, public sector bank, & Co-operative banks) can be accepted subject to an overall exposure limit (at BHEL, PSWR, Nagpur) of RS. 10 crores for banks with net worth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given at the time of submission of bank guarantees .

In case Bank Guarantees given by non consortium banks (Private sector or Public sector), the bank Guarantees shall be enforceable at Nagpur, Maharashtra.

11. PRICE VARIATION

The price shall remain firm for entire contract period.

12.0 SUSPENSION OF BUSINESS DEALINGS

- 12.1 BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
- 12.2 Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
- 12.3 A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:
- a) Bidder does not honour his own offer or any of its conditions within the validity period.
 - b) Bidder fails to respond against three consecutive enquires of BHEL.
 - c) After placement of order, Bidder fails to execute a contract.
 - d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
 - e) Bidder's performance rating falls below 60% in specific category (more fully described in chapter 'Performance Monitoring')
 - f) Bidder works are under strike/ lockout for a long period.
- 12.4 A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-
- a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.

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- b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.
 - c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
- 12.5 A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:
- a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.
 - b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
 - c) Bidder is found to be involved in cartel formation
 - d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.
 - e) The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
 - f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.
 - g) Bidder is found to have obtained Official Company information/ documentation by questionable means.
 - h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.
- 12.6 Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
- 12.7 All existing contracts with a 'BANNED' contractor shall normally be short closed
- 12.8 Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
- 12.9 The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

13.0 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. **Payment will be made as per the actual tonnage/weight of the items transported by the contractor. Towards this, the weight of the consignment loaded at the source on a particular vehicle & the weight of the consignment delivered at destination site shall be recorded. Responsibility of getting the consignments weighed at both the locations rests with the contractor. Contractor shall be paid based on the tonnage delivered at the destination. BHEL reserves the right to make good from the contractor for any loss of materials/items during transit.**
2. The invoice in duplicate based on the accepted/awarded rate
3. Copy of letter of award.
4. 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.
5. Copy of Challan /packing slip issued by consignor, duly endorsed by consignee for receipt of all items in good condition at destination.
6. Separate invoice for amount over & above the awarded amount if any viz. detention charges, road tax etc. has to be submitted along with supporting document in original. In case of detention charges, copy of LR indicating

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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.

7. BHEL is switching 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.**

14.0 RATE SCHEDULE AND PRICING TERMS

14.1 Transporter shall quote for the transportation of components as per Price Bid.

14.2 The quoted rates shall be inclusive of all contingency expenses at loading/unloading point and during the transit.

14.3 The quantities given above are tentative & may vary. **Additional compensation will be given to agency towards quantity variation as per GCC clause no.2.14.**

14.4 **Service tax will be paid by BHEL.** All other taxes to be borne by Agency.

14.4 **Price Bid Evaluation Criteria:** - The bidder may please note that the award of work shall be evaluated on the basis of lowest rate quoted in price bid.

14.5 **Validity of Offers:** - Offer shall be valid for 180 days from the last date of submission of tender

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

The Contractor shall:

15.1.1 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

15.1.2 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.

15.1.3 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.

15.1.4 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

15.1.5 Prepare a signboard giving the following information and display it near work site:

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. **BHE/PW/PUR/TPT-EX-MATERIAL/1520**

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- 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.

15.1.6 Abide by the rules and regulations existing during the contract period as applicable for the contractors at the Project premises.

15.1.7 Observe the timings of work as advised by BHEL Engineer-in-charge for carrying out the contract work

16.0 LIQUIDATED DAMAGES: As per GCC & Clause no. 3.6 & 3.7 of Technical Condition of Contract (TCC)-Volume-IA.

17.0 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.