

TENDER SPECIFICATION

No. - BHE/PW/PUR/TPT- CRN /OJ-155

FOR

TRANSPORTATION OF FUSHUN MAKE MODEL No. QUY 80B, 3 NO. CRAWLER CRANE FROM MUMBAI PORT TO 2x500MW MAHAGENCO CHANDRAPUR TPS AND 6x150MW HINDALCO MAHAN ALUMINIUM COMPANY.

PART I

(TECHNICAL BID SPECIFICATION, NOTICE INVITING TENDER & GCC)



BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR : WESTERN REGION
345, KINGSWAY: NAGPUR 440 001

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\$: Included in Tender Specifications Part-I. Hosted in BHEL web page (www.bhel.com) as file titled "**NIT+GCC OJ-155**"

@: Issued as separate hard copy booklet 'Tender Specifications Part-II (Price Bid- OJ-.....)'. Hosted in BHEL web page (www.bhel.com) as file titled "**PRICE BID- OJ-155**"

Note:

Rest of the tender documents are included in Tender Specifications Part-I. Hosted in BHEL web page (www.bhel.com) as file titled "**TECH BID-OJ-155**"

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

POWER SECTOR - WESTERN REGION

SHREEMOHINI COMPLEX

345, KINGS WAY - NAGPUR 440 001

TENDER SPECIFICATION DOCUMENT ISSUE DETAILS

TENDER SPECIFICATION NO:- BHE/PW/PUR/TPT- CRN /OJ-.....

FOR

TRANSPORTATION OF FUSHUN MAKE MODEL No. QUY 80B, 3 NO. CRAWLER CRANE FROM MUMBAI PORT TO 2x500MW MAHAGENCO CHANDRAPUR TPS, 6x150MW HINDALCO MAHAN ALUMINIUM COMPANY.

EARNEST MONEY DEPOSIT: Please see NIT Conditions of Contract.

LAST DATE FOR TENDER SUBMISSION: Please obtain updated information from web page "<http://www.bhel.com>" → Tender Notifications → View Corrigendum.

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

M/s.

.....

PLEASE NOTE:
TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Sr.Dy. General Manager (Purchase)

Place: Nagpur

Date:

BHARAT HEAVY ELECTRICALS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGS WAY - NAGPUR 440 001

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

THE TENDERER MUST SUBMIT THEIR TENDERS AS REQUIRED IN TWO PARTS IN SEPARATE SEALED COVERS PROMINENTLY SUPERSCRIBED AS PART-I TECHNICAL BID AND PART-II PRICE BID AND ALSO INDICATING ON EACH OF THE COVERS THE TENDER SPECIFICATION NUMBER AND DUE DATE AND TIME AS MENTIONED IN THE TENDER NOTICE.

PART-I (TECHNICAL BID) COVER-I

EXCEPTING RATE SCHEDULE, ALL OTHER SCHEDULES, DATA SHEETS AND DETAILS CALLED FOR IN THE SPECIFICATION SHALL BE ENCLOSED IN PART-I "TECHNICAL BID" ONLY.

PART-II (PRICE BID) COVER-II

ALL INDICATIONS OF PRICE SHALL BE GIVEN IN THIS PART-II "PRICE BID". **EMD SHALL NOT BE INCLUDED IN THIS COVER.**

THESE TWO SEPARATE COVERS-I AND II (PART-I AND PART-II) SHALL TOGETHER BE ENCLOSED IN A THIRD ENVELOPE (COVER-III) ALONGWITH REQUISITE EMD AS INDICATED EARLIER AND THIS SEALED COVER SHALL BE SUPERSCRIBED AND SUBMITTED TO ADDL. GEN MANAGER (PURCHASE) AT THE ABOVE MENTIONED ADDRESS ON OR BEFORE THE DUE DATE AS INDICATED.

THE QUALIFIED TENDERER WILL BE INTIMATED SEPARATELY ABOUT THE STATUS OF THEIR OFFER.

TENDERER ARE REQUESTED TO MAKE SPECIFIC NOTE OF THE FOLLOWING CONDITIONS:

- CONTRACTOR SHOULD HAVE ADEQUATE RESOURCES INCLUDING MAJOR T&PS AT HIS DISPOSAL FOR THIS JOB.
- CONTRACTOR SHOULD HAVE SOUND FINANCIAL STABILITY.
- TENDERER SHOULD MEET QUALITY REQUIREMENT REGARDING WORKMANSHIP, DEPLOYMENT OF PERSONNEL, ERECTION TOOLS AND NECESSARY INSPECTION, MEASUREMENT & TESTING INSTRUMENTS.
- ALL INFORMATION AS CALLED FOR IN VARIOUS APPENDICES AND CLAUSES OF TENDER SPECIFICATION SHOULD BE FURNISHED IN COMPLETENESS. PLEASE REFER THE CHECKLIST.
- CLARIFICATION ON TENDER IF ANY SHALL BE OBTAINED BY THE TENDERER BEFORE SUBMITTING THEIR OFFER.
- OFFERS MUST BE SUBMITTED WITHOUT ANY DEVIATION.
- OFFERS RECEIVED WITH ANY DEVIATION OR WITHOUT RELEVANT INFORMATION AS DESCRIBED ABOVE ARE LIABLE TO BE REJECTED. PRICE BIDS RECEIVED IN THE FORM OTHER THAN SPECIFIED IN PART-II (PRICE BID) ARE LIABLE TO BE REJECTED.

CHECK LIST

(VIDE PARA 1.3 OF SECTION-I OF GENERAL CONDITIONS OF CONTRACT)

1	NAME OF THE TENDERER WITH ADDRESS		
2	NATURE OF THE FIRM	LIMITED / PARTNERSHIP / PROPRIETARY	
3	EMD DETAILS (Rs. 1.0 LACS BY DD ONLY OR ONE TIME EMD)		
4	VALIDITY OF OFFER (REQUIRED 6 MONTHS FROM DUE DATE)		
5	MOBILIZATION TIME WITHIN THREE DAY NOTICE FROM FAX LOI)		
6	WHETHER NO DEVIATION CERTIFICATE FURNISHED	YES	NO
7	DETAILS OF CONCURRENT JOBS ARE FURNISHED (AS PER RELEVANT APPENDIX)	YES	NO
8	FINANCIAL STATUS OF THE COMPANY (RELEVANT ANNEXURE OF GCC) IS FURNISHED	YES	NO
9	PROFIT & LOSS ACCOUNT FOR PRECEDING THREE YEARS IS FURNISHED	YES	NO
10	Proof OF SERVICE TAX REGISTRATION WITH THE STATUTORY AUTHORITY	YES	NO
11	LATEST INCOME TAX CLEARANCE CERTIFICATE OR COPY OF PAN CARD ACCOMPANIED BY 'IT RETURN' COPY IS FURNISHED	YES	NO
12	POWER OF ATTORNEY ENCLOSED IN FAVOUR OF PERSON MAKING OFFER.	YES	NO
13	DETAILS OF SIMILAR WORK DONE IN LAST SEVEN YEARS (AS PER RELEVANT APPENDIX) AND SUPPORTING DOUCMENTS FURNISHED.	YES	NO
14	BIDDER HAS FMILIARIZED HIMSELF WITH ALL RELEVANT LOCAL LAWS & CONDITIONS OF PORT HANDLING.	YES	NO
15	WHETHER ALL THE PAGES OF THE TENDER DOCUMENTS ARE READ, UNDERSTOOD AND SIGNED	YES	NO
16	ROAD DISTANCE FROM MUMBAI PORT TO 2x500MW MAHAGENCO CHANDRAPUR TPS AND 6x150MW HINDALCO MAHAN ALUMINIUM COMPANY.	YES	NO
17	SHORTEST ROAD ROUTE FROM MUMBAI PORT TO 2x500MW MAHAGENCO CHANDRAPUR TPS AND 6x150MW HINDALCO MAHAN ALUMINIUM COMPANY.	YES	NO

18	LOCATION & NAME OF CHECK POST BORDER FROM WHERE CONSIGNMENT SHALL ENTER IN THE STATE.	YES	NO
19	<p>WHETHER THE FOLLOWING DETAILS PERTAINING TO YOUR BANK ACCOUNT DULY ENDORSED BY THE BANK HAVE BEEN FURNISHED {TO ENABLE BHEL RELEASE PAYMENTS THROUGH ELECTRONIC FUND TRANSFER (EFT/RTGS) AS SPECIFIED IN SECTION 12 }</p> <ol style="list-style-type: none"> 1. Name of the Company 2. Name of Bank 3. Name of Bank Branch 4. City/Place 5. Account Number 6. Account type 7. IFSC code of the Bank Branch 8. MICR Code of the Bank Branch 	YES	NO

NOTE: STRIKE OFF YES OR NO, AS APPLICABLE

DATE:

SIGNATURE OF TENDERER

DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

I, _____ HEREBY CERTIFY
THAT ALL THE INFORMATION AND DATA FURNISHED BY ME WITH REGARD TO THE
TENDER SPECIFICATION No. **BHE/PW/PUR/TPT- CRN /OJ-155**
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 AUTHORIZED
REPRESENTATIVE OF THE UNDER-MENTIONED TENDERER AND A VALID POWER
OF ATTORNEY TO THIS EFFECT IS ALSO ENCLOSED.

AUTHORISED REPRESENTATIVE'S SIGNATURE WITH
NAME AND ADDRESS

DATE:

TENDERER'S NAME AND ADDRESS

CERTIFICATE OF NO DEVIATION

I/WE, M/s

HEREBY CERTIFY THAT IN OUR OFFER I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE ANY DEVIATION TAKEN FROM THE CONDITIONS STIPULATED BY BHEL, EITHER TECHNICAL OR COMMERCIAL AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS STIPULATED BY BHEL IN THE TENDER SPECIFICATION INCLUDING ASSOCIATED AMENDMENTS AND CLARIFICATIONS.

DATE:

SIGNATURE OF THE TENDERER

Tender Specification No. BHE/PW/PUR/TPT- CRN /OJ-.....

CERTIFICATE OF CONFIRMATION

“I / We.....hereby confirms that I/We are not taking cenvat credit of duty paid on inputs or capital goods used for providing such taxable service under the provisions of cenvat credit rules, 2004 and also confirms that I / We have not availed the benefits under notification number 12/2003, ST dated 20/06/2003. Hence BHEL is liable to pay service tax on 25% of the value of freight charges and for any breach in the above we shall indemnify BHEL”

Date

Signature of Tenderer with seal

SECTION-3

OFFER OF THE CONTRACTOR

Sr.DGM (Purchase)
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - WESTERN REGION
SHREEMOHINI COMPLEX
345, KINGSWAY
NAGPUR- 440 001

DEAR SIR,

I/WE HEREBY OFFER TO CARRY OUT THE WORK DETAILED IN TENDER SPECIFICATION No. BHE/PW/PUR/TPT-CRN/OJ-155 ISSUED BY BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR-WESTERN REGION, NAGPUR, IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF.

I/WE HAVE CAREFULLY PERUSED THE FOLLOWING DOCUMENTS CONNECTED WITH THE ABOVE WORK AND AGREE TO ABIDE BY THE SAME.

1. INSTRUCTIONS TO TENDERERS
2. GENERAL CONDITIONS OF CONTRACT
3. SPECIAL CONDITIONS OF CONTRACT
4. OTHER SECTIONS, APPENDICES, SCHEDULES AND DRAWINGS.

I/WE HAVE DEPOSITED / FORWARDED HERewith THE EARNEST MONEY DEPOSIT FOR A SUM OF **RS...../- (RUPEES ONLY)** AS STIPULATED VIDE CLAUSE NO 1.4 OF GENERAL CONDITIONS OF CONTRACT, DETAILS OF WHICH IS FUNISHED IN THE CHECK LIST, & WHICH SHALL BE REFUNDED SHOULD OUR OFFER NOT BE ACCEPTED. SHOULD OUR OFFER BE ACCEPTED, I/WE FURTHER AGREE TO DEPOSIT SUCH ADDITIONAL SUM WHICH ALONGWITH THE SUM MENTIONED ABOVE, SHALL MAKE UP SECURITY DEPOSIT FOR THE WORK AS PROVIDED FOR IN THE TENDER SPECIFICATION WITHIN THE STIPULATED TIME AS MAY BE INDICATED BY BHEL, POWER SECTOR-WESTERN REGION, NAGPUR.

I/WE FURTHER AGREE TO EXECUTE ALL THE WORKS REFERRED TO IN THE SAID DOCUMENTS UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO THEREIN AND AS DETAILED IN THE APPENDICES ANNEXED THERETO.

PLACE:
DATE :

SIGNATURE OF TENDERER:
ADDRESS:

WITNESSES WITH THEIR ADDRESS

SIGNATURE	NAME	ADDRESS
1.		
2.		

SECTION - 4

SPECIAL CONDITIONS OF CONTRACT

TENDER SPECIFICATION NO: BHE/PW/PUR /TPT- CRN/OJ-....

JOB: TRANSPORTATION OF FUSHUN MAKE MODEL No. QUY 80B, 3 NO. CRAWLER CRANE FROM MUMBAI PORT TO 2x500MW MAHAGENCO CHANDRAPUR TPS AND 6x150MW HINDALCO MAHAN ALUMINIUM COMPANY.

1.0 SCOPE OF WORK

- 1.1 The intent of specification is to provide the services for transportation of three numbers Hydraulic Crawler crane 80 MT Class –Model No. QUY 80B from Mumbai sea Port to:

	From	To
Crane 1	Mumbai Sea Port	2x500MW MAHAGENCO CHANDRAPUR TPS
Crane 2	Mumbai Sea Port	6x150MW HINDALCO MAHAN ALUMINIUM COMPANY
Crane 3	Mumbai Sea Port	6x150MW HINDALCO MAHAN ALUMINIUM COMPANY

- 1.2 The crane sub-assemblies have been dispatched from China port and consignments shall tentatively reach at Mumbai Sea port, Mumbai by Mar'2010. However exact date of arrival of ship shall be intimated 2-days in advance. Bidder shall depute their trucks/trailers to sea port accordingly.
- 1.3 The entire crane sub assemblies are shipped in Twenty Five Packages (for 1 crane). The details are given in Annexure –I. The weight & dimension of cranes sub assemblies / packages as given in the packing slip are based on the OEM (Originals Equipment Manufacturer's) shipping document .No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to data given in the Annexure-I
- 1.4 Bidder shall provide trailers for transportation of crane & its subassemblies as detailed in the loading plan of the crane. (Refer enclosed Annexure II)
- 1.5 Car body of the crane shall be loaded directly from the vessel to the trailer. Thus, bidder has to arrange the vehicle accordingly.

2.0 LIASIONING WITH BHEL ROD / BHEL's CUSTOM CLEARING AGENT / PORT AUTHORITY

- 2.1 BHEL shall appoint an agency as port clearing agent for the said consignment. Successful Bidder shall liaison with our clearing agent/ BHEL – ROD Mumbai OFFICE for taking over the consignment from Sea-Port. After clearance the intimation shall be given to vendor by BHEL/ROD MUMBAI.

- 2.2 The bidder shall collect materials at Sea Port and should be in touch with BHEL ROD MUMBAI office OR clearing agent for collecting the material in time. It shall be the responsibility of the Transporter to collect the materials after liaising with our clearing agent. Bidder shall be intimated about the expected arrival of ship at least 2 days in advance. Accordingly **bidder shall depute their truck / trailer in time at Sea Port**. The bidders shall be responsible for any delay on this account and the penalty / demurrage / handling charges on this account shall be payable by the bidder.
- 2.3 It shall be the responsibility of the contractor to take **all statutory clearance / approvals** from concerned Indian authorities for safe transport and timely completion of delivery of cargoes. All commercial implication shall be borne by the agency. However assistance as felt necessary shall be provided by BHEL.

BIDDERS OBLIGATIONS & OTHER TECHNICAL REQUIREMENT

BHEL attaches more importance for proper lashing / tying of consignment for safe transportation. Necessary wire ropes, manila ropes, turn buckles, tyre gatter pieces, gunny bags, tarpaulins, etc., are to be provided by transporter at their cost and shall carry out necessary works for tying / covering of crane / components on trailer and care should be taken by the contractor to reach the material safe at final destination.

Lacing of boom/boom inserts/jibs should be done with non abrasive material. It should be done with polyester matl. I.e. with nylon belts at three locations of the boom/boom inserts/ jibs.

During transportation, boom/boom insert/jibs are to be supported on trailer with adequate no of slippers of length equaling the entire width of the trailer.

However 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 protecting during transportation. Enrooted if some temporary provisions are to be made for reinforcing the road with sleeper etc. the same will be arranged by bidder.

It is responsibility of Bidder to provide vehicle of suitable size and capacity keeping in view of details of dimension /weight of loose accessories as given in Annexure –I and safety of transportation of the consignment to the destination. The vehicles should have valid RTO permits and in good working / running condition.

The transporter shall ensure that the consignments are delivered at destination in safe condition with minimum transit time. The entire material / loose accessories of crane should be transported at delivered at consignee **site within 25 days** from the start of the work which include loading, unloading and travel time as required, in addition to the allowed time of 25 days, a **grace period of 2 days** is allowed to provide for any unforeseen contingency in transportation, however bidder shall make all efforts to early completion of work. Transportation delay beyond 25 days will attract a token penalty @ 1% per day to the maximum @ 10% of total freight.

The transporter shall place the vehicle at consignor place within 48 hours notice from the time of request of BHEL site / Owner representative.

Trans-shipment of any consignment enrooted is not permitted. If any consignment is Trans-shipped because of any reasons without prior permission, apart from force majeure conditions. It is responsibility of Transporter for transshipment of good without any extra cost on BHEL

It is responsibility of transporter to carry out road survey between the destination points prior to movement of cranes and submitting the report to the owner 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.

Bidder shall take all care while loading the crane accessories as per their proposed loading plan and bidder shall ensure & supervise proper loading at port.

It is responsibility of transporter to provide vehicle of suitable size, capacity and quality, keeping in view of Government regulations and safety of transportation of the consignment to the destination. The vehicles should have valid RTO permits and in good working / running condition.

BHEL prefers their main consignments being carried in the contractor's own vehicles only. If carried in hired vehicles, the contractor should ensure that the party is reputed one and are having maintained vehicles and valid permits.

Transporters own escort team will have to be accompanied with the Main consignments such as Upper works, revolving frame & Car body of cranes for the entire period of transportation.

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

The entire road permits and licenses or any relevant authorization from competent authority shall be obtained by the transporter (for the vehicles provided for transportation of crane sub assemblies) as required running the vehicle as per Indian Motor Vehicle Act. BHEL shall not take any responsibility for any complication arising out of such contingencies. Any such contingencies arising in this regard are entirely the transporter's responsibility. The transporters will be solely responsible for any mishaps such accident, fire etc, enroute/during transit and consequence thereof, including legal consequences if any. The transporter shall be responsible for delivery of goods at destination in good condition of the consignment carried by them.

Road Tax, if applicable for BHEL's owned crane for which transportation is covered under this tender specification has to be paid by the transporter and the same will be reimbursed to the transporter on submission of the road tax receipt along with the final invoice. Road Tax assessment is being done by RTO Authority at state entry check post, hence bidder is advised to ensure that all the trailers / consignment should reach on same time at state border check posts. Bidder is advised to arrange to deploy trailers first for loading of major crane packages containing items such as Upper machine with carbody, Crawler frame ass'y (R.H), Crawler frame ass'y (L.H) so that these consignment should reach along with other trailers at State Entry Check Post for RTO tax assessment. Bidder should ensure that all the trailers carrying crane material should enter in State Border from the same RTO Check Post.

Bidder shall submit details of road route and road distance from MUMBAI Port to 2x500MW MAHAGENCO CHANDRAPUR TPS and 6x150MW HINDALCO MAHAN ALUMINIUM COMPANY.

Bidder shall take photograph of each consignment after loading and after proper lashing / tying of consignment for safe transportation. Trailer number and lashing / tying arrangement should appear in the photograph. Two set of photograph should be submitted to BHEL i.e. one set at consignee site and one set along with the invoice /final bill.

3.21 Bidder shall intimate to the Ordering Authority regarding the dispatch particular of the each consignment by fax with the following details

- 1. LR No. & Date**
- 2. Content of package, package number as per Annexure -I & description of items loaded in each trailer**
- 3. Custom Gate passes number & date.**

The above information should be sent immediately once the consignment load on trailer / moved out from the port 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 MUMBAI port.**
- 4.2 BHEL will also arrange for unloading of consignment from trailers / truck at consignee site and trucks. .**
- 4.3 BHEL shall issue required state permit for the goods being transported to that state if required.**

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.**

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 port premises / BHEL's customer plant premises or else where. Ignorance of such regulations will not be accepted as an excuse. Spark arresters shall be provided on vehicles deployed to Hydrocarbon / Petrochemical installations/Refineries.

7.0 DETENTION CHARGES:

BHEL will not be responsible for the reasons beyond control towards delay at loading and unloading of consignment. However, detention charges (if any) @ of Rs. 2000/-, Rs. 1000/- & Rs. 500/- towards low bedded trailer, semi low / flat bedded trailer and trucks respectively shall be payable per day per vehicle on account of delay in

unloading provided that the transporter shall place vehicles at the unloading point in the early hours up to 10 hrs. 24 hrs times will be provided to the Owner for unloading from the vehicle. In case unloading is delayed beyond 24 hrs time for the reasons attributable to BHEL, the detention charges as above will be paid extra as detention charge. It shall be payable only on certification of BHEL Engineer, bidder should obtain a certificate in this regards. No detention charges shall be payable at loading point i.e. sea port MUMBAI and outside BHEL premises.

8.0 EARNEST MONEY DEPOSIT, SECURITY DEPOSIT & BANK GUARANTEE

8.1 Earnest Money Deposit:

- i) EMD for this tender is to be paid as stipulated in NIT.
- ii) Bidders who have already deposited One Time EMD of Rs. 2.00 lakh are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' certificate issued by BHEL/PSWR, Nagpur shall be enclosed along with the Offer.
- iii) **EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of Bharat Heavy Electricals Limited and payable at Nagpur.**
- iv) **No other form of EMD remittance shall be acceptable to BHEL.**

8.1.1 EMD by the bidder will be forfeited as per Tender Documents if

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

8.1.2 EMD shall not carry any interest.

8.1.3 In the case of unsuccessful bidders, the Earnest Money will be refunded to them after acceptance of tender by successful bidder

8.2 Security Deposit

8.2.1 Security Deposit shall be furnished by the successful bidder. The rate of Security Deposit will be as below:

SN	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value exceeding Rs. 10 lakhs.
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

The security Deposit should be furnished before start of the work by the contractor.

8.2.2 Security Deposit may be furnished in any one of the following forms

- i. Cash (as permissible under the Income Tax Act)

- ii. Pay Order, Demand Draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to realization.
- iv. 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 pledged in favour of BHEL and discharged on the back).
- v. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi. 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, duly discharged on the back.
- vii. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be remitted (either by cash/DD or **BG for maximum 50%** of total SD) before start of the work and the balance 50% may be recovered from the running bills.
- viii. EMD of the successful bidder shall be converted and adjusted against the cash Security Deposit excepting for such bidder who has remitted One Time EMD.
- ix. The Security Deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

8.2.3 SECURITY DEPOSIT SHALL NOT BE REFUNDED TO THE CONTRACTOR EXCEPT IN ACCORDANCE WITH THE TERMS OF THE CONTRACT

8.3 BANK GUARANTEE

- i. It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be held liable for issue of any reminders regarding expiry of the Bank Guarantees.
- ii. In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly conveyed through the Construction Manager to BHEL PSWR/HQ, Nagpur
- iii. In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- iv. Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.**
- v. Bidders to ensure that the Bank Guarantees submitted are exactly as per format given in the Tender documents.

- vi. The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due). However, in exceptional cases, where guarantee is directly received by Vendor, the Vendor shall instruct the Bank to send an unstamped duplicate copy of the guarantee directly to BHEL under Registered Post (Acknowledgement Due).

8.3.1 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.

9.0 REJECTION OF TENDER & OTHER CONDITION

The decision regarding acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning reason whatsoever: -

- To reject any or all the tenders.
- To split up the work amongst two or more tenderers.
- To award the work in part.
- Either of the contingencies stated above to modify the time for completion suitably.
- Conditional and Un-witnessed tenders, tender containing absurd unworkable rates and tenders which are incomplete or otherwise defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

10.0 PRICE VARIATION

The price shall remain firm for entire contract period.

11.0 PAYMENT TERMS:

The Ordering Authority will release payment within 45 days of safe delivery of consignment at destination on submission of following documents.

1. The invoice in duplicate based on the accepted rate along with the road tax receipt in original (if applicable) ,
2. 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.
3. Copy of Challan /packing slip issued by consignor, duly endorsed by consignee for receipt of all items in good condition at destination.
4. One set of photograph shall be submitted with invoice.
5. 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.

12.0 RATE SCHEDULE AND PRICING TERMS

- 12.1 Transporter shall quote the lumpsum rate for transportation of cranes and its accessories / loose items as detailed in the Annexure –I (for 1 crane) for different location.
- 12.2 Few consignments shall carry extra weight/ ODC in nature; hence lump sum rate should be quoted accordingly. No extra compensation shall be allowed on account of any variation in measured weight & dimension with respect to given in packing slip and also for consignment, which are of ODC nature, by weight/ volume. In this regards BHEL decision shall be final & binding upon the transporter.
- 12.3 The quoted rates shall be inclusive of all contingency expenses at loading/unloading point and during the transit.

12.4 Price Bid Evaluation Criteria: - The bidder may please note that the award of work shall be evaluated on the basis of rates quoted for transportation of individual crane.

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

13.00 TAXES, DUTIES, LEVIES

Refer to Clause 2.8.4 of General Conditions of Contract. Notwithstanding anything contained therein, the following provisions shall be applicable for this contract.

13.1

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.

13.2 Service Tax & Cess on Service Tax

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and deposit the same with the concerned tax authorities, such applicable amount will be paid by BHEL.

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,

- I. The name, address and the registration number of the contractor,**
- II. The name and address of the party receiving taxable service,**
- III. Description, classification and value of taxable service provided and,**
- IV. The service tax payable thereon.**

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

Contractor shall obtain prior written consent from BHEL before billing the amount towards such taxes.

With introduction of Cenvat Credit Rules 2004, which came into force w.e.f. 10.09.2004, Excise Duty paid on Input Goods including Capital Goods and Service Tax paid on Input Services that are used for providing the output services can be taken credit of against the Service Tax payable on output services. However BHEL may opt for availing the abatement provision in which case cenvat credit may not be available on input duty.

13.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT) 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 **exclusive** of the same. Where such taxes are required to be paid by the contractor, this will be reimbursed on

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production of proof of payment made to the authorities by the Contractor. 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. The contractor has to take all necessary steps to **minimize tax on input goods** by purchasing the materials from any registered dealer of the concerned state only. In case contractor opts for composition, it will be with the prior express consent of BHEL. Deduction of tax at source shall be made as per the provisions of law unless otherwise found exempted. In case tax is deducted at source as per the provisions of law, this is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made unless specifically agreed to.

13.4 Modalities of Tax Incidence on BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

13.5 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.

14.0 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 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.

15.00 Commencement of work

The tentative schedule for the arrival of consignment at MUMBAI PORT is MAR' 2010 and subsequently the transportation work shall commence. However the transporter shall be intimated 2 days in advance regarding the transportation of crane. The sequence in which trailer has to be placed shall be in accordance with the instruction of BHEL authority.

16.00 CONSIGNEE & CONSIGNOR ADDRESS

Consignor– BHEL

**BHEL office at Mumbai
ROD, Mumbai/BHEL
14/15th Floor, World Trade Centre-1
Cuffe Parade, Mumbai – 40000**

Consignee Address –

1) Construction Manager

**BHEL Site Office
2x500MW MAHAGENCO CHANDRAPUR TPS**

Access to site:

Nearest Airport : Nagpur - 150 kms

Nearest Rail Stations: Chandrapur Railway Station on Delhi-Chennai rail route -6Km

Main Road Highways: State Highway connecting Chandrapur with Jam, Rajura & Mul

National Highway – NH-7 Connecting Varanasi to Madurai passing through Jabalpur, Seoni, Nagpur, Buti Bori, Jam, Adilabad and Hyderabad. Jam is at a distance of 100 Km from Chandrapur

2) Construction Manager

**BHEL site Office
6X150 MW HINDALCO -MAHAN ALUMINIUM BARGWAN
(MP)**

Access to site:

By Road : NH-75E (Ranchi-Rewa road) 1Km from site

By Rail : Nearest Railway Station is Singrauli

By Air : Neares Airport is Varanasi

ANNEXTURE –I (Page 1 of 2)

TENTATIVE SHIPPING LIST FOR FUSHUN MODEL QUY 80B CRAWLER CRANE(FOR ONE CRANE)

Description of goods: HYDRAULIC CRAWLER CRANE WITH 58M MAIN BOOM,18M JIB AND 80T HOOK BLOCK,8T BALL HOOK.ENGINE MODEL:QSL9 (MADE IN USA) MODEL:QUY80B CRANE S.N.: Package No. : 25 pcs Gross Wt.: 95376.30 KGS Net Wt.: 94020.30 KGS Made in: CHINA							SHIPPING MARKS:							
Case No.	Tag. Nos.	Packaging	Description	Dimensions			Net weight	Gross weight	Qty.					
1	1 /25 1017	case	small parts and tool	150	x	75	x	93	cm	194.00	kgs	394.00	kgs	1
2	2 /25 1017	case	small parts,and hook 80T,8T	195	x	205	x	121	cm	2765.00	kgs	3165.00	kgs	1
3	3 /25 1017	case	support leg assembly	200	x	160	x	110	cm	1744.00	kgs	2200.00	kgs	1
4	4 /25 1017	case	small parts and tool	160	x	160	x	126	cm	650.00	kgs	950.00	kgs	1
5	5 /25 1017	unpacked	carbody	826	x	328	x	320	cm	29000.00	kgs	29000.00	kgs	1
6	6 /25 1017	unpacked	counterweight	340	x	100	x	68	cm	7810.00	kgs	7810.00	kgs	1
7	7 /25 1017	unpacked	counterweight	340	x	100	x	77	cm	9276.00	kgs	9276.00	kgs	1
8	8 /25 1017	unpacked	counterweight	340	x	100	x	77	cm	7530.00	kgs	7530.00	kgs	1
9	9 /25 1017	unpacked	catwalk	253	x	58	x	106	cm	80.30	kgs	80.30	kgs	1
10	10 /25 1017	unpacked	boom head	710	x	161	x	180	cm	1680.00	kgs	1680.00	kgs	1
11	11 /25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1
12	12 /25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1
13	13 /25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1
14	14 /25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1
15	15 /25 1017	unpacked	boom 6M	620	x	161	x	180	cm	844.00	kgs	844.00	kgs	1

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16	16 /25 1017	unpacked	boom 3M	320	x	161	x	180	cm	523.00	kgs	523.00	kgs	1		
17	17 /25 1017	unpacked	boom foot	680	x	161	x	199	cm	1800.00	kgs	1800.00	kgs	1		
18	18 /25 1017	unpacked	propelling device	636	x	115	x	111	cm	12000.00	kgs	12000.00	kgs	1		
19	19 /25 1017	unpacked	propelling device	636	x	115	x	111	cm	12000.00	kgs	12000.00	kgs	1		
20	20 /25 1017	unpacked	jib mast	443	x	93	x	34	cm	338.00	kgs	338.00	kgs	1		
21	21 /25 1017	unpacked	jib foot	462	x	90	x	63	cm	223.00	kgs	223.00	kgs	1		
22	22 /25 1017	unpacked	jib head	495	x	60	x	57	cm	277.00	kgs	277.00	kgs	1		
23	23 /25 1017	unpacked	4.5m jib insert	470	x	60	x	57	cm	133.00	kgs	133.00	kgs	1		
24	24 /25 1017	unpacked	4.5m jib insert	470	x	60	x	57	cm	133.00	kgs	133.00	kgs	1		
25	25 /25 1017	unpacked	runner	146	x	92	x	75	cm	420.00	kgs	420.00	kgs	1		
TOTAL:										310.85	cbm	94020.30	kgs	95376.30	kgs	25
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**ANNEXURE-II
LOADING PLAN**

Description of goods: HYDRAULIC CRAWLER CRANE WITH 58M MAIN BOOM,18M JIB AND 80T										SHIPPING MARKS:						
HOOK BLOCK,8T BALL HOOK.ENGINE MODEL:QSL9 (MADE IN USA)																
MODEL:QUY80B																
CRANE S.N.:																
Package No. :		25	pcs													
Gross Wt.:		95376.30	Kgs													
Net Wt.:		94020.30	Kgs													
Made in:		CHINA													Trailer Required	
Package No. :	Tag. Nos.		Packaging	Discription	Dimensions					Net weight		Gross weight		Qty.		
1	1	/25 1017	case	small parts and tool	150	x	75	x	93	cm	194.00	kgs	394.00	kgs	1	15MT Flat Bed Trailer
2	2	/25 1017	case	small parts, and hook 80T,8T	195	x	205	x	121	cm	2765.00	kgs	3165.00	kgs	1	
3	3	/25 1017	case	support leg assembly	200	x	160	x	110	cm	1744.00	kgs	2200.00	kgs	1	
4	4	/25 1017	case	small parts and tool	160	x	160	x	126	cm	650.00	kgs	950.00	kgs	1	
6	6	/25 1017	unpacked	counterweight	340	x	100	x	68	cm	7810.00	kgs	7810.00	kgs	1	
												14519.00				
5	5	/25 1017	unpacked	carbody	826	x	328	x	320	cm	29000.00	kgs	29000.00	kgs	1	30MT Low Bed Trailer
7	7	/25 1017	unpacked	counterweight	340	x	100	x	77	cm	9276.00	kgs	9276.00	kgs	1	22MT Flat Bed Trailer
8	8	/25 1017	unpacked	counterweight	340	x	100	x	77	cm	7530.00	kgs	7530.00	kgs	1	
9	9	/25 1017	unpacked	catwalk	253	x	58	x	106	cm	80.30	kgs	80.30	kgs	1	
10	10	/25 1017	unpacked	boom head	710	x	161	x	180	cm	1680.00	kgs	1680.00	kgs	1	
												18566.30				
11	11	/25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1	22MT Flat Bed Trailer
16	16	/25 1017	unpacked	boom 3M	320	x	161	x	180	cm	523.00	kgs	523.00	kgs	1	

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													1673.00			
12	12	/25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1	22MT Flat Bed Trailer
13	13	/25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1	22MT Flat Bed Trailer
14	14	/25 1017	unpacked	boom 9M	920	x	161	x	180	cm	1150.00	kgs	1150.00	kgs	1	22MT Flat Bed Trailer
15	15	/25 1017	unpacked	boom 6M	620	x	161	x	180	cm	844.00	kgs	844.00	kgs	1	22MT Flat Bed Trailer
20	20	/25 1017	unpacked	jib mast	443	x	93	x	34	cm	338.00	kgs	338.00	kgs	1	
21	21	/25 1017	unpacked	jib foot	462	x	90	x	63	cm	223.00	kgs	223.00	kgs	1	
22	22	/25 1017	unpacked	jib head	495	x	60	x	57	cm	277.00	kgs	277.00	kgs	1	
													1682.00			
23	23	/25 1017	unpacked	4.5m jib insert	470	x	60	x	57	cm	133.00	kgs	133.00	kgs	1	22MT Flat Bed Trailer
24	24	/25 1017	unpacked	4.5m jib insert	470	x	60	x	57	cm	133.00	kgs	133.00	kgs	1	
25	25	/25 1017	unpacked	runner	146	x	92	x	75	cm	420.00	kgs	420.00	kgs	1	
													686.00			
17	17	/25 1017	unpacked	boom foot	680	x	161	x	199	cm	1800.00	kgs	1800.00	kgs	1	9 MT Truck
18	18	/25 1017	unpacked	propelling device	636	x	115	x	111	cm	12000.00	kgs	12000.00	kgs	1	16 MT Truck
19	19	/25 1017	unpacked	propelling device	636	x	115	x	111	cm	12000.00	kgs	12000.00	kgs	1	16MT Truck
TOTAL:							310.85			cbm	94020.30	kgs	95376.30	kgs	25	

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APPENDIX-III

SIMILAR JOB CARRIED IN PAST SEVEN YEAR / CONCURRENT COMMITMENTS

SL.NO	FULL POSTAL ADDRESS OF CLIENT AND NAME OF OFFICER IN-CHARGE	DESCRIPTION OF THE WORK	VALUE OF THE CONTRACT	COMMENCEMENT DATE	SCHEDULED COMPLETION	% COMPLETED AS ON DATE	ANTICIPATED COMPLETION DATE	REMARKS