

# TENDER SPECIFICATION

No. BHE/PW/PUR/PDVT-CRH/1251

FOR

SERVICES OF 250 MT (WITH LUFFING JIB) BASIC CAPACITY CRAWLER CRANE  
ON MONTHLY HIRING BASIS

FOR

CONSTRUCTION WORK IN THERMAL POWER PROJECT

AT

2x250 MW BECL BHAVNAGAR PROJECT

AT

DISTT: BHAVNAGAR IN GUJARAT STATE

## TECHNICAL BID - VOLUME- I

TENDER SPECIFICATIONS CONSISTS OF:

- Notice Inviting Tender
- Volume 1 A - Technical Conditions of Contract,
- Volume 1 B - Special conditions of Contract,
- Volume 1 C - General conditions of Contract
- Volume 1 D - Forms & Procedures



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

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1251

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR  
Notice Inviting Tender**

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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/PDVT-CRH/1251  
ISSUE DETAILS**

**NAME OF THE WORK:**

PROVIDING SERVICES OF 250 MT CAPACITY CRAWLER CRANES ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECTS AT **AT 2x250 MW BECL BHAVNAGAR PROJECT AT BHAVNAGAR DISTT: BHAVNAGAR IN GUJARAT STATE**

**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 (TECHNICAL BID)** AND **VOLUME-II (PRICE BID)** ARE ISSUED TO:

M/s.....

.....

.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE :

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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/PDVT-CRH/1251	
ii	Broad Scope of job	PROVIDING SERVICES OF 250 MT CAPACITY CRAWLER CRANES ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECTS AT AT 2x250 MW BECL BHAVNAGAR PROJECT AT BHAVNAGAR DISTT: BHAVNAGAR IN GUJARAT STATE	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	<b>1. Sale from BHEL PS Regional office at :Nagpur</b> <b>Start : 24/03/2014</b> <b>Closes: 30/03/2014 , Time :18.00 Hrs</b> <b>2. From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>)</b> <i>Tender documents can however be downloaded from website till due date of submission</i>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 31/03/2014 , Time : 15.00Hrs</b> <b>Place : BHEL NAGPUR</b>	Applicable
vi	OPENING OF TENDER	<b>1 hours after the latest due date and time of Offer submission</b> <i>Notes:</i> (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
viii	COST OF TENDER	Rs. 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: At least 5 days before the due date of offer submission</i> <i>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</i> <i>Mr Abhijeet kumar (<a href="mailto:kabhi@bhelswr.co.in">kabhi@bhelswr.co.in</a>)</i> <i>Mr Pratish Gee Varghese (<a href="mailto:pgv@bhelswr.co.in">pgv@bhelswr.co.in</a>)</i>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Date : Not applicable.</i>	Not Applicable.

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xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	<i>Not Applicable</i>	<i>Not Applicable</i>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendums) <b>and not in the newspapers</b> . Bidders to keep themselves updated with all such information	<i>Applicable</i>

- 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:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
  - PART-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
	<b>Part-I A</b>	
	<b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
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.  <b>Note:</b>	

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	<p>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexure, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I B</b>	
	<p><b><u>ENVELOPE – II superscribed as:</u></b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><b><u>CONTAINING THE FOLLOWING:-</u></b></p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p align="center"><b><u>OR</u></b></p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)</p>	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	

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

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

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

- 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.

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- 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,

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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.

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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

JOB	PROVIDING SERVICES OF 250 MT CAPACITY CRAWLER CRANES ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK IN THERMAL POWER PROJECTS AT AT 2x250 MW BECL BHAVNAGAR PROJECT AT BHAVNAGAR DISTT: BHAVNAGAR IN GUJARAT STATE
TENDER NO	<b>BHE/PW/PUR/PDVT-CRH/1251</b>

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
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	
C	<p><b><u>Technical</u></b> B.1) Bidder must be in the business of providing services of crane hiring in last seven years as on the latest date of offer Submission</p> <p>AND B.2) The crane offered by the bidder must meet the technical requirements of BHEL as per Technical Specification mentioned in Volume-IA.</p>	APPLICABLE	
D	<p><b><u>Financial</u></b> <b><u>D.1. TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs 23 Lakhs</b> or more over last three Financial Years (FY) i.e. 2010-11, 2011-12, 2012-13.</p> <p><b><u>D.2. NETWORTH</u></b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'D-1' above should be positive.</p> <p><b><u>D.3. PROFIT</u></b> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'D-1' above based on latest Audited Accounts.</p>	APPLICABLE	
E	<p>Approval of Customer (if applicable) Note: Names of bidders who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval. Price bid of only those bidders shall be opened who are approved by</p>	NOT APPLICABLE	

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	customer.		
<b>F</b>	Consortium criteria (if applicable)	<b>NOT APPLICABLE</b>	
	<b>Explanatory Notes for QR 'A'</b> 1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 2. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. 3. 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) 4. 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  5. 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 6. '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  7. <b>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 upto two months prior to bid opening month.</b>		

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

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**ANNEXURE - 2**

**CHECK LIST**

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender ( <b>Please fill the contact details of the person responsible for the tender so that he/she can be contacted directly regarding any clarifications</b> )	Name : Mr/Ms Designation: Tel No: Mobile No: Fax No: Email -Id:-	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: <u>Please tick ( √ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	As per NIT	
		<b>APPLICABILITY</b>	<b>BIDDER REPLY</b>
6	Whether the format for compliance with pre-qualification criteria (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and loss account for the last three years	Applicable	YES/NO
8	Copy of pan card	Applicable	YES/NO
9	Whether all pages of the tender documents (Tech Bid, Volume-IA & Price Bid) including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
10	Declaration by authorized signatory	Applicable	YES/NO
11	No deviation certificate	Applicable	YES/NO
12	Declaration confirming knowledge about site conditions	Applicable	YES/NO
13	Declaration for relation in BHEL	Applicable	YES/NO
14	Bank account details for e-payment	Applicable	YES/NO
15	Power of attorney for submission of tender/signing contract agreement	Applicable	YES/NO
16	Bidder has familiarized himself with all relevant local laws & conditions	Applicable	YES/NO
17	Copy of similar work executed in the past 7 years	Applicable	YES/NO
18	Commercial invoice to be submitted as documental evidence for determining ownership & age of crane ( <b>crane shall not be more than 10 years old as on date of offer submission</b> )	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](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )**
- 2. All Statutory Requirements as applicable for this project shall be complied with.**
- 3. 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**

**4. 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 is 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 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.

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Notice Inviting Tender**

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- 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.

## TENDER SPECIFICATION No. BHE/PW/PUR/PDVT-CRH/1251

### DECLARATION SHEET

(Refer Clause 1.19.8 of General Instructions to the Tenderer)

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** (If yes, please give  
Holding any share in Firm? particulars)

*Signature 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

## DECLARATION BY BIDDER'S AUTHORIZED SIGNATORY

### TENDER SPECIFICATION No. BHE/PW/PUR/PDVT-CRH/1251

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 CONFIRMING  
KNOWLEDGE ABOUT SITE CONDITIONS**

**TENDER SPECIFICATION No. BHE/PW/PUR/PDVT-CRH/1251**

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:

## CERTIFICATE OF NO-DEVIATION

### TENDER SPECIFICATION No. BHE/PW/PUR/PDVT-CRH/1251

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.

Signature of the Bidder

Date:

# TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

## PROJECT INFORMATION

<b>1.0</b>	<b>Project Information</b>
<b>1.1</b>	<p><b>INTRODUCTION</b></p> <p><b>BHAVNAGAR ENERGY COMPANY LIMITED.</b> is installing 2X250MW Lignite Based CFBC Thermal Power Plant in BHAVNAGAR district, Gujarat state, India. BHEL have been awarded BTG Package comprising of Design, Engineering, Manufacturing, procurement, Inspection, testing, Packing &amp; forwarding, Transportation to site, Insurance, receipt at site, Unloading, Loading, storage of material, handling, Project management, Erection, Testing and Commissioning (Including MCE Insurance), and conducting Trial operation and Performance Guarantee tests of all the equipments / systems of 1st and 2nd Unit and handing over the project.</p> <p><b>APPROACH TO SITE</b></p> <p>The Project is located Near Village Padva, Taluka Ghogha, and District BHAVNAGAR in the state of Gujarat. It is 1 Km from State Highway (SH-25/1). The Project site is approximately 25 Kms from NAGPUR Town.</p> <p><b>LOCATION:</b></p> <p>i.) Nearest Railway Station: BHAVNAGAR - 25 KM ii.) Nearest Port: Pipavav, Gujarat iii.) Nearest Airport: BHAVNAGAR - 25 KM</p> <p><b>Site Elevation :</b></p> <p>24 - 42 meter above MSL</p>
<b>1.2</b>	<p><b>CLIMATIC CONDITIONS</b></p> <p>1. <b>i Seismic data</b></p> <p>a. Seismic Intensity : As per IS:1893-2002, Part – I &amp; As per IS:1893-2002 Part – IV</p> <p>b. Zone : III</p> <p>2. <b>Ambient Air Temperature</b></p> <p>a. Maximum Dry Bulb temperature : 33.6<sup>o</sup> C b. Minimum Dry Bulb temperature : 21.1<sup>o</sup> C</p> <p>3. <b>Relative Humidity</b></p> <p>a. Maximum : : 62% b. Minimum : : 44%</p> <p>4. <b>Rainfall</b></p> <p>a. Maximum Recorded : 1856.3 b. Average Annual Rainfall; : 1203.90 mm c. Period of Monsoon(Avg.) Showers : June-September</p> <p>5. <b>Wind data:</b></p> <p>a. Basic wind speed : 55 m/s as per latest revision of IS:875 Part III</p>

The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

### 1.0 BROAD SCOPE OF WORK.

Providing Services of 250 MT (With Luffing Jib) Crawler Crane with operation & maintenance crew on hiring basis at 2x250 MW BECL BHAVNAGAR PROJECT AT BHAVNAGAR DISTT: BHAVNAGAR IN GUJARAT STATE

The crane shall be engaged in the project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, Various Structures, Tanks, Vessels and other equipments of these plants as per instructions of the BHEL Engineer-in-Charge.

The intent of this tender specification is to hire the services of 250 MT crawler crane on monthly hire basis to suit the specified requirements.

#### 1.1) 250 MT (with luffing Jib) Basic capacity Crawler Crane

#### Technical Requirement & Duration of Deployment

The offered crane shall meet the following requirements.

SN	Description of Parameter/Feature	Details/Requirement
01	Number of Crane Required	01
02	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) <b>without</b> Heavy Lift Attachment	250 MT or above
03	Boom Type	Tubular Lattice
04	Total Boom Length	90 m or above
05	Jib Type	Luffing Jib only
06	Jib Length	60 meter or above
07	Boom + Jib length	The boom + luffing jib combination should be such that Lifting capacity should be minimum <b>25 MT</b> up to a height of <b>85 meters</b>
08	Crawler to Crawler outer dimension	Maximum 09 meter
09	Heavy Lift Attachment (HLA)	BHEL will <b>not</b> accept crane with HLA; bidder shall offer only such cranes which are capable to work in its full range without HLA, even if the crane might have HLA as an additional feature.
10	Hook Blocks	a) 250 MT or max. crane lifting capacity b) 1 no. of 100-150 MT lifting capacity c) 1 no. of 40-50 MT lifting capacity

## TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

SN	Description of Parameter/Feature	Details/Requirement
		d) 1 no. ball hook i.e. 10-15 MT
11	Safety Devices Required	a) Cut off devices when exceeding excessive load moment b) Main Hoist, Jib Hoist & Boom Hoist limit switch c) Boom back stop d) Safety valve against pipe and hose rupture in case of hydraulic crane
12	Model	The crane shall not be older than 10 years as on date of deployment. The manufacturer's certificate, invoice copy or relevant documentary proof shall be furnished with bid documents for evaluation of bid. Before deployment of the crane at site bidder has to submit a set of same documents of crane to BHEL site in-charge to confirm /verify that, the crane going to be deployed shall not be older than 10 years. Only after receipt of confirmation from BHEL site in-charge, bidder can deploy the crane. <b>CRANE MUST BE IN THE POSSESSION OF BIDDER AT THE TIME OF OFFER SUBMISSION.</b>
10	Deployment tentatively by	
11	<b>Deployment of Crane &amp; Commencement of Services</b>	Crane with crew complete in all respect shall reach project site & made available for BHEL's work within 15 ( <b>Fifteen</b> ) days from BHEL's written deployment notice for mentioned crane including load test.  <b>Delay in deployment shall attract penalty as per clause no. 2.7.9 (Liquidated Damages/Penalty) of General Conditions of Contract- Volume-IC.</b>
12	Duration of Hiring	<b>Regular Duration: 06 (Six) months, Extendable</b> by another <b>02 (two) months</b> under the contractually agreed terms & conditions.
13	<b>Total amount payable towards mobilization and de-mobilization</b>	<b>Rs. 25, 50,000.00</b>

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

### **1.2 GENERAL REQUIREMENTS**

1. The offered crane should have **boom travel limit alarm/stop** and **hoist travel alarm/ stop** safety features as minimum requirement. Other additional safety features, if any, should be made available to user without any additional cost.
2. Bidder shall submit along with technical bid a **copy of load chart** and technical details of crane offered as per Annexure I,
3. Bidder shall make available the complete set of Main Boom & Jib attachment with offset angle adjustment facility as specified for the crane in one go, that is at the time of mobilization. However the crane shall be initially and subsequently assembled as per the site requirement to be specified by BHEL site engineer. Bidder shall furnish the details of Main Boom & Jib configuration offered for respective crane in their technical bid.

### **1.3 HEAVY LIFT ATTACHMENT (HLA)**

**250 MT** capacity crane shall **not** have any HLA within the said lift range. Crane that necessitate HLA up to and including these rated capacities will not be accepted by BHEL.

### **2.0 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES**

- 2.1 The price quoted shall be inclusive of operation (**excluding fuel**) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy Operator–cum–Mechanic, Helper and Maintenance Crew to ensure smooth operation and maintenance of the crane without affecting work. No extra payment shall be made towards engagement of crew in overtime working hours. The crane shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL engineer.
- 2.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (**except fuel**) that are necessary to fulfil the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide fuel commensurate with utilization time and agreed consumption rate.

### **3.0 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING**

**The contract period shall commence from the successful load testing of crane with mutually agreed boom length at project site location and its written acceptance by BHEL. The Contract Period (duration of hiring) will generally be as indicated under 'Regular Duration' in tabular form earlier here. Contract Period may be extended depending upon the requirement of BHEL as specified therein.**

If the performance/services of the contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

**BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning reason and no payments will be made for the period after foreclosure.**

### **4.0 REGULAR WORKING HOURS**

The services of crane with operating crew shall be made available for duration of **twelve (12) hours per day** including total one-hour break (30 minutes for lunch and 2 tea intervals of 15 minute each). The regular working hours will usually be from 08:30 a.m. to 8:30 p.m. However, this shall be adjusted to suit the working hours of the project site from time to time.

### **5.0 RATE SCHEDULE, QUOTED RATES/PRICE & CONTRACT VALUE.**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

- 5.01 Bidders shall quote their price in the Rate Schedule furnished in "Price Bid Specification" issued as Part-II of this tender specification.
- 5.02 Bidder shall quote only monthly hire charges rate and indicate the corresponding amount for the duration indicated in the Rate Schedule. Bidder shall also indicate the total amount comprising of total monthly hire charges and mobilization & de-mobilization charges for the crane. In case of any discrepancy between the rates and amounts, the monthly hire charge rate quoted by the bidder shall be considered as correct and the grand total amount for the crane shall be re-calculated for the purpose of offer evaluation.
- 5.03 Agreed monthly hire charge shall remain **firm** throughout the **Regular Duration** indicated against the crane. Applicable monthly hire charge for **Extension Period** as proposed in this Tender Specification shall be **90%** of the rate agreed for the regular contract/hiring period. No other revision of the rate shall be admitted during these periods.
- 5.04 **Road permits, Octroi, VAT, CST and Declaration Forms etc. required for deployment of the crane at the destination sites shall be arranged by the bidder within the agreed price/ rates. BHEL will neither issue any Road Permit or VAT/CST declaration forms for this purpose nor pay any taxes in this regard.**
- 5.05 Prices shall be inclusive of all applicable taxes (**excepting Service Tax**), levies, services, consumables (**excepting fuel**), as per provisions under the Terms & Conditions in scope of contractor mentioned in this Tender Specification.
- 5.06 **STAUTORY/MANDATORY REQUIREMENTS & TAXES (PREVAILING)**

All statutory/mandatory requirements in respect of entry permits, taxes & levies as applicable shall be in the scope of contractor.

### **6.0 SECURITY DEPOSIT & BANK GUARANTEE**

06.1 **Security Deposit: Please refer GCC.**

#### **6.02 Contract Value for Security Deposit (SD):**

At the beginning of contract, the Security Deposit shall be calculated according to the awarded Contract Value. Subsequently amount of SD shall be regulated based on the Contract Value that is arrived at after taking care of time extensions, short closure etc. Accordingly contractor shall pay additional amount of SD or BHEL will adjust/refund excess SD if any.

#### **06.3. 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

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

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.

### **7.0 PAYMENT TERMS**

#### **7.1**

The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and Service Tax etc with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.

#### **7.2**

Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

#### **7.3**

Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the crane and till the crane withdrawn for de-mobilization.

#### **7.4**

No advance payments shall be made by BHEL for this contract.

#### **7.5**

Payment towards mobilization and de-mobilisation of crane shall be made in the manner as specified below.

1. First 50% of the specified amount for mobilization and demobilization will be paid after deployment of the crane complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of crane as required by BHEL and BHEL's acceptance of load test of assembled crane at site.
2. Remaining 50% of the specified amount for mobilization and demobilization will be paid after removing the crane from the project site and clearing the site premises in all respect.

### **7.6 PRO RATA DAILY & HOURLY HIRE CHARGES**

In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days shall be made by BHEL. Pro-rata daily hire charges shall be calculated as follows.

7.6.1 Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 30

7.6.2 Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 360

### **7.7 Hourly Overtime Charges**

If the crane is required beyond the normal working hours as stipulated in this tender specification, overtime payment shall be made as following.

**Hourly Overtime Charges = 15% of Pro Rata Hourly Hire Charges (i.e. Charges under clause 7.6.2 above)**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

For ease of calculation and payments the rates as derived as per Clause No 7.6 and 7.7 above shall be rounded off to the nearest whole number.

### **8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)**

#### **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.

## SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB

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'**

~~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.

### **9.0 Safety, Occupational Health and Environmental Management**

This shall be as per the norms at the project site where the crane is deployed.

### **10.0 : BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC. : DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS**

#### 10.1

The contractor shall ensure 100% availability of the services of crane. If however there is any breakdown of the crane, the services shall be restored at the earliest so as not to affect the work at project site. **Disallowance in monthly rental charges** shall be made towards non-availability of services of crane for any reasons whatsoever as under:

#### 10.1.1 Individual Incidences of Breakdown

- a) **Up to 4 (four) hours in a single incidence:** Single pro-rata basis.
- b) **Single Incidence stretching more than four hours:** Single pro-rata basis up to 4 hours, followed by double pro-rata basis for duration exceeding four hours.

#### 10.1.2 Cumulative Breakdown Duration in a Month

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

- a) **Up to 36 Hours in a Complete Calendar Month:** Single Pro-Rata basis.\*
- b) **Exceeding 36 Hours in a Complete Calendar Month:** Single Pro-Rata basis up to 36 hours, followed by double pro-rata basis for duration exceeding 36 hours. \*

\* **In both the cases (10.1.2.a and 10.1.2.b) as above, the conditions regarding disallowance due to individual incidence of breakdown (10.1.1.a and 10.1.1.b) shall essentially be applicable irrespective of the Cumulative Duration in the month.**

10.1.3 For billing period less than one calendar month, the limit of 36 hours shall be pro-rated as 10% of the Hire Period in number of hours (e.g. Hire Period in hours = utilized number of days in the calendar month x 12 hours per day).

10.2

BHEL may also choose to utilize the services of the crane in extended hours or on holidays to offset the lost hours due to breakdown in lieu of disallowance as stipulated above. Construction Manager BHEL shall permit offsetting of lost hours only after the incidence of such breakdown and usually within the remaining period of the concerned calendar month of breakdown. Carrying forward to subsequent months shall be at the sole discretion of BHEL construction manager.

Offsetting shall be done with express prior permission of BHEL Construction Manager by availing the services in extended hours or on holidays maximum up to the same number of hours lost due to breakdown irrespective of the total duration or single instance duration mentioned in earlier paragraphs. Depending on the actual project requirement, BHEL may opt to offset the lost hours due to breakdown either partly or fully. In the event of partial offsetting, disallowance as in relevant clause shall be applicable for the remaining lost hours.

10.3

In case there is a major breakdown of the crane, the contractor shall repair it or substitute with similar or higher capacity crane with BHEL's prior consent (regarding acceptability of the substitute) within 15 days. Failure to do so, shall entitle BHEL to arrange alternative at the risk and cost of contractor. Disallowance of rental charges shall be applicable in accordance with relevant clause.

### **11.0 SCOPE FOR MOBILISATION & DEMOBILISATION**

Contractor shall arrange suitable capacity assist cranes and Tools & Tackles at the respective project site for unloading of crane sub-assemblies, components, assembly, dismantling/loading of the crane during mobilization & de-mobilization of crane. Contractor shall also arrange to and fro transportation, skilled manpower and consumables at his own cost.

### **12.0 DAILY LOG BOOK**

The contractor shall maintain a logbook in duplicate giving full operation details, preventive maintenance and Breakdown records and obtain counter signature of BHEL Engineer in Charge on a daily basis. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.

### **13.0 REPAIR & MAINTENANCE COST**

The cost of repairs arising during the operation should be borne by the contractor. Necessary manpower, fuel, lubricants, tools & tackles, assist cranes and spare parts shall be made available by the contractor as a normal scope to attend the breakdowns.

### **14.0 RELIEVERS FOR OPERATING CREW**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

In case any member of the operating crew proceeds on leave/ is absent, the contractor shall arrange alternative beforehand for continuation of work to meet BHEL's time-bound erection programme.

### **15.0 BOOM EXTENSION & REDUCTION**

First assembly of the entire crane including required boom length, as decided by Construction Manager BHEL and dismantling for demobilization are in regular scope of these services.

For any in-between requirement of boom extension or reduction of the cranes at site, the manpower, tools and tackles required shall be provided by BHEL's erection agency free of charges. However the Contractor shall extend supervisory services of the operating crew for all such instances as necessary for BHEL. This duration shall be treated as services utilized and considered for payment of hire charges.

### **16.0 INSURANCE COVER FOR MEN & MATERIALS**

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third Party Liability cover for the cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the crane/cranes, to any other persons/ public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities.

BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

### **17.0 ACCOMODATION & LOCAL CONVEYANCE**

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site.

### **18.0 FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT**

Contractor shall arrange and submit fitness certificate of the assembled crane at site from the statutory authority as applicable.

### **19.0 LOAD TESTING AT SITE**

BHEL will provide suitable load for carrying out the load test on assembled crane, however contractor shall arrange to & fro transportation of such test load within plant premises and return the same after completion of load test at their own cost. Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per crane load capacity chart.

### **21.0 GATE PASS FOR MEN & MATERIALS**

Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

### **22.0 LIQUIDATED DAMAGES : AS PER GCC**

### **23.0 FUEL, LUBE AND HYDRAULIC OIL ETC.**

Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL/ BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the services are being utilized by BHEL. Consumption of fuel shall be as indicated by the bidder in this offer (Technical Bid). Excess consumption, if any, due to inefficient engine performance, leakage, theft and other reasons attributable to the bidder/crane shall be on the bidders account. The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

Hydraulic oil, Engine Oil, Grease and all other lubricants and associated consumables e.g. filter elements etc have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost plus overhead charges (Currently @30%) shall be recovered by BHEL.

### **24.0 HOLIDAYS AND OTHER BENEFITS:**

Three national holidays shall be treated as holidays for the operation of this contract. In case services are availed on these days, the same will be treated as overtime.

Being an important power project construction work, erection activities are likely to be carried out on Sundays and other holidays as well. No extra payments are envisaged other than the rentals for such holidays as specified elsewhere herein. The rates quoted by bidders shall be inclusive of such considerations.

### **25.0 STATUTORY REQUIREMENTS**

ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.

### **26.0 SUSPENSION OF BUSINESS DEALING WITH CONTRACTORS**

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:

- I. Bidder does not honor his own offer or any of its conditions within the validity period.
- II. Bidder fails to respond against three consecutive enquires of BHEL.
- III. After placement of order, Bidder fails to execute a contract.
- IV. Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
- V. Bidder's performance rating falls below 60% in specific category.
- VI. Bidder works are under strike/ lockout for a long period.

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:-

- VII. Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
- VIII. Bidder has substituted, damaged, failed to return, short returned or unauthorized disposed off materials/ documents/ drawings/ tools etc of BHEL.
- IX. Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.

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:

- X. Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.
- XI. In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
- XII. Bidder is found to be involved in cartel formation.
- XIII. The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.
- XIV. The Bidder is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- XV. The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
- XVI. Bidder is found to have obtained Official Company information/ documentation by questionable means.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)- VOLUME-IB**

XVII. Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.

### **27.0 GENERAL**

In case of any contradiction between "General Condition of Contract" & "Special Conditions of Contract" of this Tender Specification, the provisions of Special Condition of Contract shall prevail.

In case of contradictions 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 contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

**Bidders are free to quote separate rates/prices in case alternative models/make of crane offered for a specific requirement. In case more than one such option is found technically acceptable for the same requirement, BHEL's choice for order will be based on the lowest (L-1) price of all such options. However, Contractor will be permitted to deploy other technically acceptable models within the ordered (L-1) price for the same requirement.**

**In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.**

## **INSTRUCTION FOR FILLING UP APPENDICES**

Please note the following while filling up the Appendices.

1. Blank Formats for technical and other essential details of offered Crane/s are furnished in these Appendices. Bidder must fill up all the details and submit as part of Technical cum Commercial Bid. These details shall not be furnished with Price Bid.
2. In case the Bidder offers alternative models for a particular requirement, they shall use copy of the relevant Appendix for furnishing these details for each alternative/option.
3. Options must be clearly assigned identification numbers and indicated in the relevant space in the Appendix.
4. Bidders shall furnish appropriate supporting documents duly furnishing cross-reference in the Appendices.
5. In case of insufficient space in the Appendix, bidder shall use additional sheets in order to furnish complete information.

## APPENDIX-1

TECHNICAL DETAILS OF OFFERED <b>250 MT</b> CRAWLER CRANE			
SN	DESCRIPTION	AS BEING OFFERED BY BIDDER	SUPPORTING DOCUMENT REFERENCE
1	NAME OF CRANE MANUFACTURER		
2	CRANE MODEL NO.		
3	MFG SL. NO. OF CRANE		
4	MAXIMUM RATED CAPACITY IN METRIC TONNES		
	WORKING RADIUS FOR MAX RATING		
5	FURNISH TECHNICAL/ TYPE OF BOOM CONFIGURATION & LOAD CHART SPECIFIC TO BOOM, WHICH SHALL BE PROVIDED. SPECIFY , WHETHER OFFERED CRANE IS WITH OR WITHOUT HEAVY LIFT ATTACHMENT WHAT IS THE MAXIMUM CAPACITY OF CRANE WITHOUT HLA		
6	TYPE OF MAIN & JIB BOOM OFFERED		
7	LENGTH OF BASIC BOOM		
8	TOTAL LENGTH OF MAIN BOOM		
9	LENGTHS OF MAIN BOOM INSERTS		
10	LENGTH OF BASIC JIB		
11	TOTAL LENGTH OF JIB		
12	LENGTHS OF JIB INSERTS		
13	LIFTING CAPACITY OF MAIN HOOK BLOCK IN MT		
14	LIFTING CAPACITY OF JIB (AUXILIARY) HOOK BLOCK IN MT		
15	WIDTH OF EACH CRAWLER ASSEMBLY		

TECHNICAL DETAILS OF OFFERED <b>250 MT</b> CRAWLER CRANE			
SN	DESCRIPTION	AS BEING OFFERED BY BIDDER	SUPPORTING DOCUMENT REFERENCE
16	COPY OF LATESTTEST CERTIFICATE		
17	CRAWLER TO CRAWLER MAXIMUM OUTER DISTANCE		
18	CRANE LOAD CAPACITY CHART ENCLOSED		
19	CRANE PRODUCT CATALOGUE ENCLOSED		
20	DETAILS OF SAFETY FEATURES IN THE OFFERED CRANE		
21	CERTIFICATION OF "SAFE CONSTRUCTION EQUIPMENT" OF THE OFFERED CRANE FROM ANY REGULATORY AUTHORITY		
22	DIMENSION OF CRANE IN OPERABLE CONDITION (WITH SKETCH/DRAWING/PHOTOGRAPH)		
23	PRESENT LOCATION OF ENGEEMENT OF THE OFFERED CRANE <b>WITH CONTACT TELEPHONE NUMBERS</b> AND ADDRESS		
24	SCHEDULE FOR DEPLOYMENT AT BHEL PROJECT SITE AS PER TENDER SPECIFICATION		
25	DEPLOYMENT HISTORY OF OFFERED CRANE IN LAST FIVE YEARS (INDICATING NAMES OF THE CUSTOMERS IN NEXT COLUMN, AND ENCLOSE COPY OF ORDERS AND COMPLETION CERTIFICATE AS REF DOCUMENTS	08-09 09-10 10-11 11-12 12-13	A) B) C) D) E)

SIGNATURE OF BIDDER WITH SEAL