

# TENDER SPECIFICATION

NO. BHE/PW/PUR/ARC-CRN/1263

**Annual Rate Contract for  
Providing Services for Break-down Repair,  
Dismantling, Loading, Unloading and  
Assembly of Cranes at Sites under BHEL PS-WR**

## TECHNICAL BID - VOLUME- I

### VOLUME-I CONSISTS OF:

- Notice Inviting Tender
- Volume I A - Technical Conditions of Contract,
  - Special conditions of Contract (SCC-Part of Volume IA)
- Volume I B -VOID
- Volume I C - General conditions of Contract

### VOLUME-II CONSISTS OF:

- Price Bid Specification



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

<b>CONTENTS</b>		
<b>Volume No</b>	<b>Description</b>	<b>files titled</b>
I	Tender Specification Issue Details	(Part of <b>Vol-I-</b> )
I	Notice Inviting Tender	(Part of <b>Vol-I-</b> )
I-A	Technical Conditions of Contract	Vol-I
I-A	Special conditions of Contract	Part of Vol-IA
I-B	VOID	---
I-C	General Conditions of Contract	Attached Separately GCC
II	Price Bid Specification	Attached Separately Vol II

**BHARAT HEAVY ELECTRICALS LIMITED**

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

**TENDER SPECIFICATIONNOBHE/PW/PUR/ARC-CRN/1263**

**ISSUE DETAILS**

**NAME OF THE WORK:** ANNUAL RATE CONTRACT FOR PROVIDING SERVICES FOR BREAK-DOWN REPAIR, DISMANTLING, LOADING, UNLOADING AND ASSEMBLY OF CRANES AT SITES UNDER BHEL PS-WR

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

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

M/s.....

.....

.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE :

**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/ARC-CRN/1263**

**NOTICE INVITING TENDER (NIT)**

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 the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION	
I	TENDER NUMBER	BHE/PW/PUR/ARC-CRN/1263	
ii	Broad Scope of job	ANNUAL RATE CONTRACT FOR PROVIDING SERVICES FOR BREAK-DOWN REPAIR, DISMANTLING, LOADING, UNLOADING AND ASSEMBLY OF CRANES AT SITES UNDER BHEL PS-WR	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
A	Volume-I	<u>Technical Bid</u>	Applicable
B	Volume-IA	<u>Technical Conditions of Contract (TCC) consisting of NIT, Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</u>	Applicable
C	Volume-IB	Void	Applicable
D	Volume-IC	<u>General Conditions of Contract (GCC)</u>	Applicable
E	Volume-ID	Void	Applicable
F	Volume-II	<u>Price Schedule (Absolute value).</u>	Applicable
iv	Issue of Tender Documents	1. <u>Sale from BHEL PS Regional office at :</u> <b>Start : 08/05/2014</b> <b>Closes: 22/05/2014 , Time : 15.00 hrs</b> 2. From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) Tender documents will be available for downloading from website till due date of submission	Applicable
V	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 22/05/2014, Time : 15.00 hrs</b> <b>Place : BHEL, PSWR Nagpur HQ.</b>	Applicable
vi	OPENING OF TENDER	1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender	Applicable
vii	EMD AMOUNT	Rs. 2 Lakhs	Applicable

viii	<b>COST OF TENDER</b>	Rs 2000/-.	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	Date: At least 5 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Mr Abhijeet kumar ( <a href="mailto:kabhi@bhelswr.co.in">kabhi@bhelswr.co.in</a> ) Mr Nirmal P G ( <a href="mailto:nirmalpg@bhelswr.co.in">nirmalpg@bhelswr.co.in</a> ) Mr Pratish Gee Varghese ( <a href="mailto:pgv@bhelswr.co.in">pgv@bhelswr.co.in</a> )	Applicable
X	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	Date : Not applicable.	Not applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	Not Applicable	Not Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etcto 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	

- 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 bidders shall keep the Volume-I and Volume-II in separate sealed envelopes prominently super scribed as "Volume-I Technical cum Commercial Bid" and "Volume-II Price Bid" respectively and also indicating on each of the covers the Tender Specification number and Due Date and time as mentioned in this Tender Specification.

EMD as specified later here shall be submitted in a third envelope super scribed "**EMD for Tender Specification No.BHE/PW/PUR/ARC-CRN/1263.**"

All the above mentioned three envelopes shall be put in a fourth sealed envelope super scribed "Quotation for Tender Specification No **BHE/PW/PUR/ARC-CRN/1263**"

**Cover-I shall contain:**

Volume-I (Technical cum Commercial Bid), **Excepting Rate Schedule**, technical details called for in the specification like Check List with Annexure-I, Declaration Sheet, Certificate of No Deviation accompanied with relevant supporting documents shall be submitted as Volume-I "Technical cum Commercial Bid" only. **No indication of the rates / Prices shall be furnished in Volume-1 bid.**

Please enclose one complete set of this tender specification duly filled in at appropriate places, signed and stamped on all pages, as a token of having read and accepted the terms and conditions of this tender specification with an UNPRICED COPY of the price bid. Bidder, in the unpriced copy of the rate schedule, shall highlight and indicate the description and quantity of items for which he quotes prices in sealed price bid.

**Cover-II shall contain:**

Volume-II (Price Bid) for Services for the following four classes of cranes:

<b>Class I (Cranes upto 18 MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/SI.No.</b>
1	Crawler Crane	Tata Telco	TATA-320/F-02-4107
2	Hydra	ACE	ACE Rhino 110/10976
3	Hydra	ACE	ACE Rhino 110C/53126
4	Hydra	Escort	Escort C-8000/1751
5	Hydra	Escort	Escort K10/0072
6	Hydra	Escort	Escort K-10/0071

<b>Class II (Cranes above 18MT &amp;Upto 75MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/SI.No.</b>
1	Crawler Crane	Tata Telco	TFC-75/075C-011
2	Crawler Crane	Tata Telco	TFC 280/1020 TFC-P-01009701020
3	Crawler Crane	Tata Telco	TFC 280/1012
4	Crawler Crane	Tata Telco	TFC 280/1049
5	Crawler Crane	Tata Telco	955 ALC/T-9507
6	Crawler Crane	Tata Telco	955 ALC/T-9540
7	Crawler Crane	Tata Telco	955 ALC/T-9538

<b>Class III (Cranes above 75MT &amp;Upto 150MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/SI.No.</b>
1	Crawler Crane	Tata Telco	KH 500/T014
2	Crawler Crane	Fushun	QUY 120/1047
3	Crawler Crane	Fushun	QUY 80B/1032
4	Crawler Crane	Fushun	QUY 80B/1030
5	Crawler Crane	Fushun	QUY 80B/1031
6	Crawler Crane	Zoomlion	QUY 100/37
7	Crawler Crane	Zoomlion	QUY 100/38

<b>Class IV (Cranes above 150 MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/SI.No.</b>
1	Crawler Crane (Tyre Mounted)	Manitowoc	M-250T/2509005
2	Crawler Crane	Kobelco	CKE 2500-2/JD04-02370
3	Crawler Crane	Kobelco	CKE 2500-2/JD04-02478
4	Crawler Crane	Kobelco	CKE 2500-2/JD04-2499
5	Crawler Crane	Kobelco	CKE 2500-2/JD04-2500
6	Crawler Crane	Link-Belt	LS 248/C5L-16-4538
7	Crawler Crane	Link-Belt	FMC LS 718 with Ringer/ 032H4-138C
8	Crawler Crane	Liebherr	Liebherr 1350/1 (074114)
9	Crawler Crane	Liebherr	Liebherr 1350/1 (074117)
10	Crawler Crane	Manitowac	18000/18001050

Sealed envelopes prominently super scribed as “**Volume-II Price Bid**” and also indicating on the covers the Tender Specification number and Due Date and time as mentioned in this Tender Specification.

Prices shall be given in Volume-II "price bid" in BHEL's specified Price Bid formats enclosed herewith. No Terms and Conditions shall be included/ introduced in this bid. Also no Item Rates or Prices shall be offered other than those specified in BHEL's Price Bid format.

**Cover-III shall contain:**

Earnest Money Deposit in the manner specified in the general Conditions of Contract. Amount of EMD shall be as specified later here.

**Cover – IV shall contain:**

Cover-I, Cover-II, Cover-III as above.

The sealed offer in the manner specified above shall be submitted to the office of **AGM /PUR, Bharat Heavy Electricals Limited, 6th Floor, Shree Mohini Complex, 345, Kings way.Nagpur-440001** on or before the Due Date as indicated herein.

Tenderers are requested to make specific note of the following conditions and shall strictly comply with them.

- a) All information as called for in tender specification should be furnished. Please refer the checklist. The details so furnished by bidder should be complete in all respects and as per formats specified in tender specification.
- b) Offers must be submitted without any deviation as stated earlier herein. Bidder may seek clarification, if any, before submission of the quotation.
- c) Offers received with any deviation or without relevant information as described above are liable to be rejected.
- d) Bidders are advised to acquaint themselves with site location and working conditions prior to submitting their offer. No claim for compensation will be entertained on the grounds of non-familiarity with the site condition & working conditions etc.
- e) BHEL reserves the right to accept any offer in full or in part, or accept/reject any or all offers without assigning any reasons whatsoever. . Any clarification required on tender conditions may be sought at least one week before the Last Date of Offer Submission

**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.

- 6.0 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.
- 7.0 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).
- 8.0 VOID**
- 9.0 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.
- 10.0 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.

- 11.0 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.
- 12.0 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.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with PBD.
- 14.0 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.**
- 15.0 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.
- 16.0 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.
- 17.0 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.
- 18.0 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.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 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.

- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.  
'Stand alone' bidder cannot become a '**prime bidder**' or a '**consortium bidder**' in a **consortium bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected
- 23.0 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
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 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.
- 26.0 **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.
- 27.0 **LATE TENDER:** Tender received after the specified date and time of submission shall not be considered in any circumstances.
- 28.0 A bidder must satisfy **all the Qualifying Requirements** stipulated under 'C', 'D' etc of this tender concurrently in order to get qualified.
- 29.0 Order of Precedence  
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - b. Notice Inviting Tender (NIT)
  - c. Price Bid
  - d. Technical Conditions of Contract (TCC)—Volume-1A
  - e. Special Conditions of Contract (SCC) —Volume-1B
  - f. General Conditions of Contract (GCC) —Volume-1C
  - g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD  
AGM / Purchase

**Enclosure.**

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

# ANNEXURE-I

## PRE QUALIFYING REQUIREMENTS

<b>JOB</b>	<b>ANNUAL RATE CONTRACT FOR PROVIDING SERVICES FOR BREAK-DOWN REPAIR, DISMANTLING, LOADING, UNLOADING AND ASSEMBLY OF CRANES AT SITES UNDER BHEL PS-WR</b>
<b>TENDER NO</b>	<b>BHE/PW/PUR/ARC-CRN/1263</b>

Bidder must fulfill the following Qualifying Requirements concurrently for BHEL to accept the offer on Techno-Commercial ground.

- A. Bidder must have achieved the criteria mentioned below in last three (3) years as on latest date of offer submission to get qualify for the respective class :

<b>SN</b>	<b>CLASS OF CRANE</b>	<b>PRE-QUALIFYING CRITERIA</b>
<b>1</b>	<b>I</b>	Bidder should have executed one job of repair & preventive maintenance/ break down maintenance / dismantling/assembly, loading/unloading of mechanical / hydraulic operated cranes mentioned in Class I
<b>2</b>	<b>II</b>	Bidder should have executed one job of repair & preventive maintenance/ break down maintenance / dismantling/assembly, loading/unloading of mechanical / hydraulic operated cranes mentioned in Class II
<b>3</b>	<b>III</b>	Bidder should have executed one job of repair & preventive maintenance/ break down maintenance / dismantling/assembly, loading/unloading of mechanical / hydraulic operated cranes mentioned in Class III
<b>4</b>	<b>IV</b>	Bidder should have executed one job of repair & preventive maintenance/ break down maintenance / dismantling/assembly, loading/unloading of mechanical / hydraulic operated cranes mentioned in Class IV

**AND**

- B. Bidders must have achieved an average annual financial turnover (Audited) of **Rs.49 Lakhs** or more over last three Financial Years (FY) i.e.2011-12, 2012-13 & 2013-14 OR for yr 2010-11, 2011-12 & 2012-13 (in case Annual Accounts for FY 2013-14 is not audited)..

**AND**

- C. Net worth of the Bidder based on the latest Audited Accounts as furnished by Bidder in case of 'B' above should be positive.

**AND**

- D. Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'B' above based on latest Audited Accounts.

**Explanatory Notes for QR**

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against B above along with all annexures
2. In case audited Financial statements have not been submitted for all the three years as indicated against B 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:-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. D:- 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. '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
6. **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.**
7. **Bidders qualifying for higher class cranes shall automatically be considered qualified for lower class cranes. In support of work experience, bidders should furnish detail of works carried out in last three years and current works in hand. Bidders should submit self attested copy of work order / Annual Rate Contract along with technical bid in support of the work experience along with proof of execution of jobs.**

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

## ANNEXURE 2:

### CHECK LIST

1.	Name and Address of the Tenderer		
2.	Details about type of the Firm/Company		
3.	Details of Contact person for this Tender ( <b><i>Please fill the contact details of the person responsible for the tender so that he/she can be contacted directly regarding any clarifications</i></b> )	Name : Mr/Ms Designation: Tel No: Mobile No: Email –Id:-	
4.	Details of EMD	DD No:                      Date : Bank :                      Amount: <u>Please tick ( ✓ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5.	Validity of Offer ( BHEL's Requirement 180 days from due date)	As Per NIT	
6.	Whether any conditions stipulated?, Bidder to note that tender with conditions unacceptable to BHEL , shall be rejected.	Yes	No
7.	Whether the format for compliance with pre-qualification criteria (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Yes	No
8.	Audited profit and loss account for the last three years	Yes	No
9.	Whether all pages of the tender documents (Tech Bid & Price Bid) including annexures, appendices etc. are read understood and signed	Yes	No
10.	Declaration by authorized signatory	Yes	No
11.	No deviation certificate	Yes	No
12.	Declaration confirming knowledge about site conditions	Yes	No
13.	Declaration for relation in BHEL	Yes	No
14.	Power of attorney for submission of tender/signing contract agreement	Yes	No
15.	Bidder has familiarized himself with all relevant local laws & conditions	Yes	No
16.	Copy of similar work executed	Yes	No
17.	Whether all the pages of the tender documents are read, understood and signed	Yes	No
18.	Copy of IT Returns of last three years along with copy of PAN Card is furnished.	Yes	No
19.	Certificate of Service Tax Registration	Yes	No.

Note : Strike off 'YES' or 'NO', as applicable

Date :

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

## DECLARATION SHEET

### TENDER SPECIFICATION No. BHE/PW/PUR/ARC-CRN/1263

(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 /Owner is presently employed in BHEL?  
If so, his connection with the Firm : **YES/ NO**  
(If yes, please give particulars)
2. Whether any BHEL employee is Holding any share in Firm? : **YES/NO** (If yes, please give 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/ARC-CRN/1263**

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/ARC-CRN/1263**

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/ARC-CRN/1263**

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**

## **Tender Specification No - . BHE/PW/PUR/ARC-CRN/1263**

**Sub: - Annual Rate Contract for Providing Services for Break-down Repair, Dismantling, Loading, Unloading and Assembly of Cranes at sites under BHEL PS-WR**

The intent of specification is to provide services for Break down Repair, Dismantling and Assembly of BHEL owned cranes at site under BHEL PS-WR. BHEL is intending to avail the services for the following category of cranes as detailed below. Cranes that will be procured by BHEL-PSWR at any later stage, before or after entering into this contract, shall also be suitably classified into one of the following categories.

<b>Class I (Cranes upto 18 MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/Sl.No.</b>
1	Crawler Crane	Tata Telco	TATA-320/F-02-4107
2	Hydra	ACE	ACE Rhino 110/10976
3	Hydra	ACE	ACE Rhino 110C/53126
4	Hydra	Escort	Escort C-8000/1751
5	Hydra	Escort	Escort K10/0072
6	Hydra	Escort	Escort K-10/0071

<b>Class II (Cranes above 18MT &amp;Upto 75MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/Sl.No.</b>
1	Crawler Crane	Tata Telco	TFC-75/075C-011
2	Crawler Crane	Tata Telco	TFC 280/1020 TFC-P-01009701020
3	Crawler Crane	Tata Telco	TFC 280/1012
4	Crawler Crane	Tata Telco	TFC 280/1049
5	Crawler Crane	Tata Telco	955 ALC/T-9507
6	Crawler Crane	Tata Telco	955 ALC/T-9540
7	Crawler Crane	Tata Telco	955 ALC/T-9538

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

<b>Class III (Cranes above 75MT &amp;Upto 150MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/Sl.No.</b>
1	Crawler Crane	Tata Telco	KH 500/T014
2	Crawler Crane	Fushun	QUY 120/1047
3	Crawler Crane	Fushun	QUY 80B/1032
4	Crawler Crane	Fushun	QUY 80B/1030
5	Crawler Crane	Fushun	QUY 80B/1031
6	Crawler Crane	Zoomlion	QUY 100/37
7	Crawler Crane	Zoomlion	QUY 100/38

<b>Class IV (Cranes above 150 MT)</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Model/Sl.No.</b>
1	Crawler Crane (Tyre Mounted)	Manitowoc	M-250T/2509005
2	Crawler Crane	Kobelco	CKE 2500-2/JD04-02370
3	Crawler Crane	Kobelco	CKE 2500-2/JD04-02478
4	Crawler Crane	Kobelco	CKE 2500-2/JD04-2499
5	Crawler Crane	Kobelco	CKE 2500-2/JD04-2500
6	Crawler Crane	Link-Belt	LS 248/C5L-16-4538
7	Crawler Crane	Link-Belt	FMC LS 718 with Ringer/ 032H4-138C
8	Crawler Crane	Liebherr	Liebherr 1350/1 (074114)
9	Crawler Crane	Liebherr	Liebherr 1350/1 (074117)
10	Crawler Crane	Manitowac	18000/18001050

## SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA

The contract shall be governed with the terms & condition as stipulated below:

### **1. SCOPE OF WORK**

Bidder shall provide the service on demand basis as per BHEL Requirement at various sites under PSWR for the following work.

1. Attending break down calls for the cranes (including crane engines) and inspection of cranes. This shall include all the electrical, mechanical, hydraulic components, parts, carriers (in case of tyre-mounted cranes), sub-assemblies, assemblies, attachments, accessories, etc. associated with the crane, which might not be specifically mentioned here.
2. Dismantling, assembly, loading, unloading of crane sub-assemblies / load testing of the crane.
3. Dismantling of the cranes as per the modules identified by the BHEL under loading advice slip for each crane.
4. Supervision for proper tying of consignments on Trailers/Trucks to ensure safe transportation of crane.
5. Identification of assemblies/components, tagging and packing the crane parts in wooden boxes/ crates provided by BHEL and verification of the same on receipt at destination site.
6. Normal service of the crane after assembly at destination site.
7. Tools needed during repair, dismantling and assembly of crane shall be in contractor scope.
8. Purchasing of sundry spares each costing less than 0.5% of the present replacement cost of each crane on BHEL instruction. Payment for the sundry spares will be reimbursed as per the price list of the OEM/OCM or authorized dealers of original equipment manufacturer (OEM)/original component manufacturer (OCM).
9. Purchasing of minor spares/items net costing less than or equal to Rs. 20,000/- from local agencies on BHEL instruction. The payment of supplied items will be done on certification of BHEL engineer at actual cost plus 5% of net item procurement cost exclusive of tax & duties as service charges and courier charges as per actual on production of bill.
10. Re-conditioning of worn out items of cranes shall be carried out by the agency @ 30% of the original spares cost with 6 month warranty.
11. Contractor shall provide services for the cranes located at site under PS-WR or any new site opened in future. List of present site is as under:-

Sl. No.	CUSTOMER	PROJECT NAME
1	NTPC	2x800 MW NTPC LARA STPP, Chhattisgarh
2	Sintex Infra Projects Pvt Ltd	2x150 MW SIPL DHULE, Maharashtra

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

3	NTPC	1x500 MW NTPC VINDHYACHAL Stg. – V, MP
4	NTPC	2X660 MW MOUDA STPP-STAGE II, Maharashtra
5	NTPC	2X660 MW SOLAPUR STPP-STAGE II, Maharashtra
6	IOCL	1X30 MW GTG + 1X 125 TPH HRSG IOCL Vadodara, Gujarat
7	NPCIL	2X700 MweKakrapar, Gujarat
8	INDIABULLS POWER LTD	5X270 MW Nasik TPP, Maharashtra
9	INDIABULLS POWER LTD	5X270 MW Amravati TPP, Maharashtra
10	ONGC Petro Additions Ltd.	2X30 MW Steam and Power Generation Unit at Dahej Petrochemical Complex, Gujarat
11	Visa Power Ltd.	2X600 MW TPP, Raigarh, Chattisharh
12	DainikBhaskar Power Ltd.	2X600 MW Coal Based TPP, Chattisgarh
13	JHABUA POWER LTD	2X600 MW JHABUA POWER TPP, MP
14	Jai Prakash Power Venture Ltd.	E.S.P Package for 2X660 MW J.P Nigree., MP
15	BECL	2X250 MW LIGNITE BASED BHAVNAGAR TPP, Gujarat
16	NTPC	Korba R&M, Chattisgarh
17	BSPCL	2X250 MW BINA,MP
18	GSECL	2X270 MW SIKKA, Gujarat
19	GSECL	1X490 MW UKAI, Gujarat
20	GSEG	1X350 MW HAZIRA, Gujarat
21	Jindal Power Ltd.	4X600 MW RAIGARH, Gujarat
22	JPVL	2X660MW NIGRIE, MP
23	KWPCL	1X600 MW AVANTHA, Chattisgarh
24	SAIL	3X18 MW ROURKELA, Orrisa
25	SAIL	TBS PACKAGE 12 BHILAI, Chattisgarh
26	MPPGCL	2X250 MW, SATPURA, MP
27	MSPGCL	2X500 MW BHUSAWAL, Maharashtra
28	MSPGCL	2X500 MW CHANDRAPUR, Maharashtra

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

29	MSPGCL	1X250 MW #3, NEW PARLI, Maharashtra
30	NTPC	2X500 MW RIHAND, UP
31	VISA POWER	2X600 MW RAIGARH, Chhattisgarh
32	HINDALCO MAHAN	6X150 MW, Singrauli, MP
33	IOCL	1X30 MW #2, VADODARA, Gujarat

12. The contractor shall equip himself technically to attend all service requirements of the above-mentioned cranes at his own cost.
13. Contractor shall arrange the entry/out gate pass for their staff 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

### **2. CONTRACTOR'S RESPONSIBILITY**

- a) During execution of work, if any accident, minor or major, happens, the contractor will immediately intimate the details of accident to BHEL and BHEL insurance agency. The contractor will lodge the FIR and will attend to all necessary legal formalities as per direction of the BHEL. The contractor will also ensure that the person who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered by us due to failure in complying this provision will be on the contractor's account.
- b) The contractor shall follow all safety norms as per present norms indicated in GCC and as per revised norms from time to time.
- c) The contractor shall provide all safety appliances like dust masks, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, Personal protective equipment (PPE), raincoats, overalls etc. to their personnel working inside the plant complex at his cost and should adhere to safety codes as given in GCC. Non compliance shall attract penalty.
- d) Contractor's workmen should study and understand the risk involved at the site and on the equipment with respect to work in executing the job and if any complication is perceived, it should be brought to the notice of BHEL/ site construction manager before starting the job.
- e) The contractor must ensure that all newly recruited staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field.

### **3. BHEL'S OBLIGATIONS**

The BHEL shall provide following free of cost to the contractor to render identified services.

- a) Suitable Assist Crane with operator, slings, D-shackles, Manila Ropes, for handling of crane parts is in the BHEL scope. In case BHEL operator is not available, your manpower shall be able to operate the crane.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

- b) Welding machine and gas cutting machine, if required, shall be provided by BHEL.
- c) Wooden sleepers for placing the crane assemblies on the trailers.
- d) BHEL shall provide spares needed during the work.
- e) All consumables like Lubricants, Grease, cardium compound, cleaning agent like, cotton waste, kerosene, wire brush and diesel for crane.
- f) Required load for load testing of the crane.

### **4. VALIDITY OF CONTRACT, PRICE ESCALATION & TERMS OF PAYMENTS**

1. This contract shall be for a period of three years from the date of acceptance of your offer/ date of award of contract. Initially the contract shall be awarded for two years and thereafter the same is renewable for additional one year at the discretion of BHEL.
2. (a) Bidder shall quote per day rate for the services of “Class –I, Class – II, Class – III, Class – IV Technician” only.  
  
(b) Per day rate for the services of “Class –I, Class – II, Class – III, Class – IV Engineer” shall be fixed at 120% (Class - I), 120 % (Class - II), 130 % (Class - III), 140 % (Class - IV) of the respective per day rate of the Technician.  
  
(c.) Lodging Charges, Local Conveyance, Journey DA and Rail Fare shall be extra and fixed for entire contract period as per Table - 1

<b>Table-1</b>					
<b>Sl. No.</b>	<b>Description</b>	<b>Lodging Charges / Day</b>	<b>Local Conveyance / Day</b>	<b>Railway Fare</b>	<b>Journey DA</b>
<b>Class-I Cranes (upto 18 MT)</b>					
1	Technician	500	100	Sleeper	400
2	Engineer	700	100	3AC	400
<b>Class-II Cranes (Above 18 MT to 75 MT)</b>					
1	Technician	500	100	Sleeper	400
2	Engineer	700	100	3AC	400
<b>Class-III Cranes (Above 75 MT to 150 MT)</b>					
1	Technician	500	100	Sleeper	400
2	Engineer	700	100	3AC	500
<b>Class-IV Cranes (Above 150 MT)</b>					
1	Technician	600	100	Sleeper	400
2	Engineer	950	100	3AC	550

## SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA

3. Generally the work is to be carried out in general shift of 9 hours including lunch break. However, depending on the requirement / exigencies, the job is to be continued beyond normal working hours or sometimes round the clock.
4. The service charges for Engineer and Technician shall be paid on per day basis for actual stay at site (Date of arrival to departure). Any part of day shall be considered as full day for computation of paid service charges provided the services are rendered for more than six hours (including 1 hour lunch break).
5. In case manpower is engaged beyond 9 Hours of working (including 1 hour lunch break) or less than 6 hour (including 1 hour lunch break), the payment shall be made on pro-rata basis and shall be calculated as detailed below.

Rate per Hour = Rate per day / 9 Hours.

6. Traveling expenses for to & fro passage (within India) shall be limited to 3AC plus Tatkal train fare for Engineer. Same shall be limited to Sleeper Class PlusTatkal Train Fare for Technician. In case there is no rail connection and travel is performed by road, fare shall be reimbursed on submission of proof of journey, limited to Charges for respective class for journey by rail for that particular distance. Tatkal Charges are applicable only for journeys performed by train. Proof of tatkal charges has to be submitted while billing.
7. Journey DA shall be paid for journey period of more than 10 Hours. The applicable Journey DA are detailed in Table – 1.
8. Lodging charges shall be payable as per Table – 1. The rates shall remain firm during the entire contract period. The Lodging charges shall be payable from the day the person reports at site during the working hours and up to the day on which person is relieved from site.
9. Per day Service Charges shall be subject to price variation after the end of each year of rate contract based on all India average consumer price index for Industrial Labour as per the formula given below:-

$$P1 = P0 (0.1 + 0.9L1/LO)$$

Where P0 = Present per day rate, P1 = Rate for Extended period. LO = Consumer price index for industrial worker for the month when contract commences, & L1 = Consumer price index for industrial worker of the month from where extension is applicable the next year.

Except for Service Charges (i.e. Man-Day Rates of Engineer, Technician), no other parameter is subjected to Price Variation and shall remain firm for the entire contract period.

10. **95% payment** will be released against individual work order for the Service utilized under this rate contract and will be released by the ordering authority within the 45 days of completion of assigned respective work. **Balance 5 %** will be treated as deferred payment against workmanship guarantee and shall be released after 90 days from the date of completion of respective work.  
In case of re-conditioned items, 90 % of the payment will be released and 10% of the payment shall be withheld against the workmanship warranty for 6 months.
11. BHEL has switched to payment through Electronic Fund Transfer (EFT)/RGITS. Thus, 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

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

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. The invoice should be submitted in original along with the time sheet / work sheet duly certified by BHEL Engineer and original invoice for sundry spares along with site material (sundry spares) receipt certificate to the ordering authority. The ordering authority may be FEX (HQ) Nagpur or BHEL sites. In case the services are called by site, the payment shall be released by respective site on submission of original invoice, however the contractor shall send one copy of invoice to FEX, BHEL. Nagpur.

### **5. EMD/SECURITY DEPOSIT SECURITY DEPOSIT & BANK GUARANTEE**

As per GCC

#### **5.01 Security Deposit: Please refer GCC.**

#### **5.02 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.

#### **5.03. 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.

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

### **6. ORDERING AUTHORITY & DEPLOYMENT OF MANPOWER**

The work order for dismantling/ loading, unloading/assembly, inspection/breakdown repair of cranes and schedule maintenance shall be placed from BHEL, PS-WR, Nagpur or Construction Manager of the respective PS-WR site.

The manpower requirement shall depend on the nature of work and accordingly BHEL shall issue work order in each occasion indicating the number and category of manpower required. Bidder shall deploy the required manpower as per BHEL's requirement.

### **7. WARRANTY OF SERVICE**

The Contractor shall ensure top class workman ship for work assigned under this contract. Contractor shall submit work completion report against the work assigned at each accession duly certified by Construction Manager of respective site. Report should contain the information regarding the nature of defects; probable reason of break down, components replaced with part No., work carried out and also suggests corrective action need to be taken.

### **8. RESPONSE TIME**

The contractor shall mobilize his skilled manpower immediately on the call/placement of order by the BHEL. The contractor shall ensure that the response time is contained to be 12 hours for the site within a distance of 150 km from his place and within 72 hours for the site located beyond 150 km.

### **9. COMPLIANCE OF SAFETY REGULATION**

Contractor shall ensure that the person deployed to render the service shall observe all safety norms prevailing at BHEL site at his cost. BHEL will not be responsible for any eventuality arising out of any negligence on the part of contractor in observing the safety norms.

### **10. COMPLIANCE OF WORKMAN'S COMPENSATION INSURANCE**

1. Person deployed for the services must be insured under the workman's compensation act Policy. The contractor shall keep such policy always current. The contractor at his cost will settle all the claim of contractor's personnel under this policy.
2. All statutory requirements as per labour laws, ESI, PF etc are to be complied by the tenderer.
3. Necessary insurance (covering WC act) for the workmen engaged by the contractor has to be taken at his cost and the copy of the same should be submitted on award of the work.
4. An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of this tender shall be borne by the tenderer.

### **11. INSURANCE OF BHEL OWNED T&Ps**

All the T&Ps belonging to BHEL and handled by the contractor for the assigned services are covered by insurance policy of the BHEL. However contractor will take due care to ensure completion of the job

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

without causing any damages. Insurance of the T&Ps by BHEL shall not absolve the contractor from their responsibility of safe and proper handling and operation. The contractor will not be responsible for accidental damages caused by insured perils. The contractor shall also co-ordinate to complete the procedure of survey/ assessment of loss by the insurers.

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

#### **12.1. For All types of works excepting works covered under sl no 8.2**

##### **12.1.1**

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.

##### **12.1.2 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.

##### **12.1.3 VAT (Sales Tax /WCT)**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

As per the extant provisions of respective states, if any VAT liability arises due to transactions under the scope of this contract, the same shall be borne by the contractor and quoted price shall be inclusive of same.

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.

### **12.2 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.

### **13. REJECTION OF TENDER & OTHER CONDITION**

The 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 any reason whatsoever: -

- To reject any or all the tenders.
- To split up the work amongst two or more tenderers.
- To award the work in parts.
- Either of the contingencies stated above to modify the time for completion suitably.
- Conditional and unwitnessed 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.

### **14. PRICE BID EVALUATION CRITERIA & AWARD OF CONTRACT**

BHEL is intending to engage more than one agency in each category in addition to the agency whose quoted/accepted rate is found to be lowest. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidders (L-2, L-3 & L-4.....so on) for their acceptance for further award of work, however on acceptance of rate and as well other provision of tender specification, the preference shall be given to the bidders in order of their price status in order of their standing ( i.e. L-2 will be given first preference in case all agree for the rate).On award of the work to next bidder other than L-1 bidder, the service shall be engaged in rotation in terms of service call.

Modality of work distribution in case Rate Contract is entered with more than one agency shall be as below:

## **SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

**Case 1:** If the rate contract is entered with 2 agencies, then attempt shall be made to distribute the work approximately in the ratio of 60:40 between L1 bidder and the other bidder.

**Case 2:** If the rate contract is entered with more than 2 agencies, then attempt shall be made to ensure at least 50 % of work to L1 bidder and the rest distributed almost equally among the other bidders.

### **15. GENERAL**

1. 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.
2. In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount shall be recalculated for the intended ordered quantity.
3. In case of contradictions between Rates in Figures and Rates in Words, the lesser of the two shall be considered as correct.

**SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA**

**ANNEXURE-I**

**TENDER SPECIFICATION NO. BHE/PW/PUR/ARC-CRN/1263**

**DETAILS OF WORK EXPERIENCE FOR CRANES**

[CLASS I, CLASS II, CLASS III, CLASS IV AS MENTIONED ABOVE DURING THE LAST THREE YEARS]

<b>SL.N O.</b>	<b>FULL POSTAL ADDRESS OF CLIENT &amp; NAME OF OFFICER IN CHARGE</b>	<b>DESCRIP-TION OF WORK</b>	<b>WORK ORDER REF &amp; date</b>	<b>Work done for Which Make &amp; Model of Crane</b>

SIGNATURE OF TENDERER WITH SEAL

- PLEASE USE ADDITIONAL SHEET IF NEEDED IN THE SAME FORMAT.
- PLEASE ENCLOSE COPIES OF WORK ORDERS/ RATE CONTRACT, SPECIFY WHETHER WORK EXECUTED FOR ASSEMBLY OR DISMANTLING, OR REPAIR / BREAK DOWN MAINTNEANCE.