

=====

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/CRANE TPT/1001

FOR

**“Transportation of 250 MT Crane from Lalitpur Site (U.P.) to
Gadarwara Site (M.P.) & 100 MT Crane from Anpara Site (U.P.) to
Gadarwara Site. (M.P.)”**

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416440 / 2416292
Fax 091-0120-2416528
Email:rmchandra@bhelnsr.co.in/ mkj@bhelnsr.co.in

TENDER NO. BHEL/NR/SCT/CRANE TPT/1001

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



=====

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

=====

To

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	<i>BHEL/NR/SCT/CRANE TPT/1001</i>	
ii	Broad Scope of job	Transportation of 250 MT Crane from Lalitpur Site (U.P.) to Gadarwara Site (M.P.) & 100 MT Crane from Anpara Site (U.P.)to Gadarwara Site (M.P.).	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
d	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
e	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS Regional office at :</u> Start : 26 /06/ 15 , Time :0900 HRS Closes: 18 /07/15, Time : 1200 HRS</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	<i>Applicable/ Not applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 18 /07/ 2015 , Time : 1500 HRS Place : NOIDA	<i>Applicable</i>
vi	OPENING OF TENDER	Date : 18 /07/ 2015, <i>(within 2 hours of the latest due date and time of offer submission).</i>	<i>Applicable</i>

		Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	
vii	EMD AMOUNT	Rs 40000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 11/07/15 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida 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 Noida, 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 Noida, 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 superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 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
Part-I A		
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</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 annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical 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.	

PART-I B		
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p>	

	CONTAINING THE FOLLOWING:-	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR 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>	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<p>ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING</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)	

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

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 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall not be considered by BHEL. Bidders are requested to positively comply with the same.
- 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 **Not Applicable**

- 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, applicable wage structure, wage rules, 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.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of 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 tender including 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 (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) unless specified otherwise.
- 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 **Not Used**
- 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 The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 27.0 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 RA.

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.”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

- 28.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".
- 29.0 **Micro and Small Enterprises (MSE)**
Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure – 4 where deemed validity of EM-II certificate of five years has expired) applicable for the relevant financial year (last audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening.

If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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
(SCT)

Enclosure:-

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) or Special Conditions of Contract (SCC)
- (iv) Annexure-4: Chartered Accountant certificate for MSMED
- (v) Annexure-5: General Terms and Conditions of Reverse Auction (RA)
- (vi) Annexure-6: Authorization of representative who will participate in the online Reverse Auction Process
- (vii) Annexure-7: Feedback Form: From where did you get information reg. this tender
- (viii) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	Transportation of 250 MT Crane from Lalitpur Site (U.P.) to Gadarwara Site (M.P.) & 100 MT Crane from Anpara Site (U.P.)to Gadarwara Site (M.P.).
TENDER NO	BHEL/NR/SCT/CRANE TPT/1001

SL NO.	PRE QUALIFICATION CRITERIA	Name and Description of qualifying criteria
A	Submission of Integrity Pact duly signed	Not Applicable
B	<p><u>Technical</u></p> <p>Bidder shall have the experience of having successfully completed similar work during last seven years ending last day of month previous to the one in which applications are invited. Experience shall be either of the following :</p> <ol style="list-style-type: none"> 1. Three similar completed works costing not less than 7.92 Lacs. 2. Two similar completed works costing not less than 9.9 Lacs. 3. One similar completed work costing not less than 15.84 Lacs. <p>Bidder shall furnish work order, job completion certificate for the same.</p>	Applicable
C-1	<p><u>Financial TURNOVER</u></p> <p>a) Bidder should have an average annual turnover of minimum Rs.5.94 Lacs during preceding three financial years i.e. 2011-12, 2012-13 and 2013-14.</p> <p>The bidder shall submit audited annual accounts (balance sheets and profit & loss account) in support of this.</p>	Applicable
C-2	<p><u>NETWORTH</u></p> <p>Net worth of bidders based on the latest audited accounts, as furnished for C-1 above, should be positive.</p>	Applicable
C-3	<p><u>PROFIT</u></p> <p>Bidder must have earned cash profit in any one of the three financial years as applicable in last three years defined in C-1 above based on latest Audited accounts.</p>	Applicable
D	Assessment of capacity of Bidder to execute the work as per sl no 9 of NIT	Not Applicable
E	Approval of customer	Not Applicable
F	Consortium Criteria	Not Applicable
<p>Explanatory Notes:-</p> <ol style="list-style-type: none"> 1. Relevant documents, meeting above requirements shall be submitted by bidders. 2. "Similar Work" shall be defined as transportation of 100 MT or above capacity crawler crane. 		

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****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.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
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	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
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/ Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/ Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ Not Applicable	YES/NO
10	Integrity Pact	Applicable/ Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/ Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/ Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/ Not Applicable	YES/NO

16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :
SIGNATORY

AUTHORISED

(With Name, Designation and Company seal)

Annexure-3

**Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) or
Special Conditions of Contract (SCC)**

- I. Clause Nos. 2.6 (excluding cl. No. 2.6.1) 2.8.4, 2.8.6, 2.8.7, 2.8.19, 2.8.22, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.22, 2.23, 2.24 of GCC – Not Applicable.**
- II. Clause Nos. 1.0, 2.0, 3.0, 4.0, 5.5, 6.0, 7.0, 8.0, 10.0 & 11.0 of SCC – Not Applicable.**

Other clauses of Standard GCC & SCC shall remain unchanged.

ANNEXURE - 4**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S ,
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part—II) dtd:..... ,
 Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
 Rs.....Lacs

- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:
 Rs.....Lacs

(Strike off which is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for Micro / Small **(Strike off which is not applicable)**

Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not ss(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

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).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. 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.
3. 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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. 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 non-compliance 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.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. 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, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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.
12. 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.

13. 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.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1(s) bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE – 6**Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Feedback Form: From where did you get information reg. this tender

1	NEWSPAPER ADVERTISEMENT (NAME OF NEWSPAPER)	
2	BHEL WEBISTE (TENDER NOTIFICATION) (www.bhel.com)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL) (www.eprocure.gov.in)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE (GIVE DETAILS)	

TECHNICAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

1.1 This tender specification covers Transportation of 250MT & 100MT capacity cranes from one site to another site of BHEL as per details given below:

S.NO.	DESCRIPTION OF T&Ps TO BE TRANSPORTED	DISPATCHING SITE	RECEIVING SITE	DESCRIPTION OF TENTATIVE VEHICLES REQUIRED FOR TRANSPORTATION
1	250MT CAP. KOBELCO CKE2500-II Crawler Crane with spares and accessories	LALITPUR (UP)	GADARWARA (MP)	45T Cap. Low Bed Trailer – 1 no.
				22-27T Cap. 40' Flat Bed Trailer – 17 nos.
				15T Cap. Taurus – 1 no.
2	100MT CAP. TATA KH500 Crawler Crane with spares and accessories	ANPARA (UP)	GADARWARA (MP)	40T Cap. Low Bed Trailer – 1 no.
				22-27T Cap. 40' Flat Bed Trailer – 12 to 13 nos.
				7-9T Cap. Taurus – 1 nos.

1.2 Single Lump sum price is to be quoted for transportation of **both crane** from dispatching site to receiving site as mentioned in clause no.1.1 above ; i.e. single lump sum price as per rate schedule in part II, Price bid.

1.3 ***Single Contract shall be awarded for the total requirement based on evaluation as per the price bid.***

1.4 ***Under any circumstances, Booms/Boom inserts/Jib/Jib Inserts shall not be clubbed with any other item like counterweight, Hook Block, Side Frame etc. During transportation, Boom/Boom insert/Jibs are to be supported on trailer with adequate number of sleepers of length equaling the entire width of trailer.***

1.5 ***Proper Lashing of boom sections is to be done with Nylon (Non Metallic) Belt. Steel rope or steel shackle shall not be allowed in any circumstances.***

1.6 Proper lashing/anchoring for safe transportation of the materials is to be arranged by transporter. Requirement of any angle / channel and its welding for locking of heavy consignments shall be provided by BHEL, if required.

- 1.7 Transporter shall deploy roadworthy and suitable vehicles duly insured as per MVI norms. (Vehicles should have interstate permit so that there is no problem with RTO during transit) for transporting of materials from one site to other BHEL site. **The safe transportation of the consignments up to the destination shall be the responsibility of the transporter.**
- 1.8 Loading & unloading shall be carried out by BHEL or BHEL's contractor.
- 1.9 The consignment is to be transported on door delivery basis. The transporter shall furnish details of GRs etc by FAX/mail to consigner/consignee and AGM(FEX), Noida.
- 1.10 Transit insurance of materials belonging to BHEL shall be arranged by BHEL.
- 1.11 **Transshipment and overloading of vehicles will not be allowed.** The contractor shall ensure complete safety of the cargo/consignments during transportation including its security. In case of breakdown of vehicles, transshipments, if necessary, will be undertaken by the contractor at his own risk and cost. Permission for such transshipment shall have to be taken from BHEL. Any transshipment made for any reason other than stated above or without prior permission of BHEL authority, will result in a penalty @ 10% of the freight charges.
- 1.12 **Transporters shall take all statutory clearance/approvals from concerned Indian/state Authorities for safe transport and timely completion of delivery of cargoes on door delivery basis.** All commercial implication in this respect shall be borne by the transporter. However, assistance, as felt necessary shall be provided by BHEL. The transporter shall be responsible for paying any penalty/demurrage, if the same is payable on account of violating any rules and regulations at any point of time and lack of knowledge shall not be any excuse for the same.
- 1.13 Detention charges, if any, on account of delay while loading/unloading after 48 hours at both ends shall be paid extra @ Rs.3500/- per day per Low Bed Trailer and @ Rs.1500/- per day per Mechanical Trailer and Rs. 500/ per day for Taurus/Truck.
- 1.14 Contractor shall arrange the entry gate pass for their crew for which necessary documents shall be forwarded by BHEL to the concern Authority/ Customer, if required.
- 1.15 **The bidder shall specifically confirm that they have inspected both the sites (Despatching & Receiving site) of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition.** He will also confirm that local taxation laws/**Local or Truck UNION** and total environmental conditions in and around of both the sites, have been clearly understood by him and that their rates have been quoted accordingly. Bidders are advised to carry out route survey in order to get themselves acquainted with the prevailing road conditions and situations before submitting their offer.
- 1.16 Number of Trailers/Trucks in respect of this Tender as indicated in clause no.1.1 above is tentative and indicative only. It is however, the **responsibility of the Transporter/ Contractor**

to make actual assessment of the requirement of Trailers/Truck based on inspection of cranes, spares, accessories/other equipments by the bidder. The contractor has to carry out the work within finally accepted price. **If the number of Trailers/trucks increase or decrease during the execution, no extra payment or deduction will be made by BHEL**, as the Contract value shall be firm in nature.

- 1.17 Responsibility of Transportation of BHEL Consignments up to respective sites and deployment of suitable Trailers shall lie with the Transporter.
- 1.18 It should be noted that **transportation of all the accessories including MS plates (if any), spare parts and all other parts related to crane is also included in the scope of transportation.**
- 1.19 **CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.**
- 1.20 **If there is any change in deployment plan of the materials to be transported at any stage, BHEL reserves the right to cancel the tender and the contract, even if awarded.**
- 1.21 **The security deposit (SD) will be submitted by contractor at receiving site and same will be released by receiving site in line with tender clause.**

2.0 TERMS OF PAYMENT

FOR 250MT CRANE : 40% payment within 30 days after receipt of bills alongwith the proof of receipt of consignments at the site and certification from BHEL engineer that work has been satisfactorily completed and that there is no recovery due against the transporter against this contract. The transporter shall also submit counterfoils of road permits, if any, issued to them along with the documents. Service tax shall be reimbursed on submission of documentary proof on actual. The bills and relevant documents shall be submitted to **receiving site** for payment.

FOR 100MT CRANE : 60% payment within 30 days after receipt of bills along with the proof of receipt of consignments at the site and certification from BHEL engineer that work has been satisfactorily completed and that there is no recovery due against the transporter against this contract. The transporter shall also submit counterfoils of road permits, if any, issued to them along with the documents. Service tax shall be reimbursed on submission of documentary proof on actual. The bills and relevant documents shall be submitted to **receiving site** for payment.

3.0 RATE SCHEDULE

- 3.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be

covered within the quoted / finally accepted rates. Lumpsum single price is to be quoted for both cranes as per rate schedule in part II, Price bid.

- 3.2 The tenderer shall quote the prices/rates as per the rate schedule only, in part II price bid & **same shall be indicated in the unpriced rate schedule of NIT.**

4.0 TAXES & DUTIES

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** on output services shall be as per following clauses:

4.1 Service Tax & Cess on Service Tax

If the service provider/ contractor is a Goods Transport Agency (GTA)

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. Contractors shall issue a **Consignment Note** complying with the Rule 4B of Service Tax Rules, 1994 and BHEL will pay the service tax under Reverse Charge Mechanism. No amount will be reimbursed to the contractor for service tax. As per rule 4B of Service Tax Rules, 1994 "consignment note" means a document, issued by a goods transport agency against the receipt of goods for the purpose of transport of goods by road in a goods carriage, which is serially numbered, and contains the name of the consignor and consignee, registration number of the goods carriage in which the goods are transported, details of the goods transported, details of the place of origin and destination, person liable for paying service tax whether consignor, consignee or the goods transport agency. **The Contractor shall provide a declaration in the consignment note issued, to the effect that neither CENVAT credit of duty paid on inputs or capital goods or service tax paid on input services used for the provision of service has been taken nor the benefit of Notification No. 12/2003 - Service tax has been taken by them. This is required for the purpose of availment of abatement by the person liable to pay service tax.**

If the service provider/ contractor is not Goods Transport Agency (GTA)

Service Tax and Cess on Service Tax as applicable on output Services will be reimbursed extra subject to fulfillment of following conditions;

1. Service tax on output service should be quoted separately from the value of service. In case service tax is not quoted by the service provider due to the reason that service tax is not applicable to the contractor, the contractor should clearly mention in the quotation

that **“Service Tax is not applicable to them”**. Any quotation received inclusive of service tax will be liable to be rejected.

2. Since an abatement of 70% is available in case of Transportation of Goods by Road, **reimbursement on account of service tax is limited to service tax on 30% of the value of service.**
3. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes.
4. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract.
5. **Contractor shall submit serially numbered Service Tax Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:**
 - a. **the name, address and registration number of the contractor.**
 - b. **the name and address of the party receiving taxable service (BHEL).**
 - c. **description, classification and value of taxable service provided and**
 - d. **the Service Tax payable thereon.**

All the above conditions shall be fulfilled in the invoice for payment of service tax by BHEL.

Purpose of above requirements, inter alia, is to enable availment of CENVAT credit by BHEL. Bidder has to submit the invoice strictly within two months so as to take Cenvat credit by BHEL without any loss. When Cenvat credit could not be availed by BHEL within statutory time due to delay in submission of invoices or for any other reasons attribute to vendors/contractors, liability towards loss of such CENVAT credit shall be passed on to vendors/contractors.

4.2 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. As 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.

5.0 TIME SCHEDULE

- 5.1 The contract shall be valid for a period of one year from date of issue of LOI. However the validity of contract can be extended by mutual consent on same rates, terms and conditions.

- 5.2 **The schedule of commencement of work related to transportation of each consignment shall be decided by BHEL as per requirement. BHEL will intimate schedule date of start of work related to transportation of a particular consignments from the particular site, with a notice period of 7 days.** Entire work for transportation of each crane under this contract is required to be completed, in all respect, within given days as mentioned below from the schedule date of start of work as above.

S.N O.	DESCRIPTION OF T&Ps	DISPATCHING SITE	RECEIVING SITE	COMPLETION PERIOD OF TRANSPORTATION
1	250MT CAP. KOBELCO CKE2500-II Crawler Crane with spares and accessories	LALITPUR (UP)	GADARWARA (MP)	45 Days
2	100MT CAP. TATA KH500 Crawler Crane with spares and accessories	ANPARA (UP)	GADARWARA (MP)	45 Days

The completion schedule will be counted from the scheduled date of start of work intimated by BHEL. However, detention period, as certified by BHEL Engineer, will not be accounted for the purpose of completion schedule.

6.0 SPECIAL INSTRUCTIONS FOR BID SUBMISSION

While submitting Bid, the Bidder shall disclose/confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.

- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self attested copies of relevant documents.
- (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/ companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
- (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- (v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if

- BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
- any document submitted by the Bidder was fake or forged
- or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per the clause **(iii), (iv) and (v)**, shall be liable to be summarily rejected.

ANNEXURE - I**UNPRICED RATE SCHEDULE**

“Transportation of 250 MT Crane from Lalitpur Site (U.P.) to Gadarwara Site (M.P.) & 100 MT Crane from Anpara Site (U.P.) to Gadarwara Site (M.P.)”

S.NO.	DESCRIPTION OF T&Ps	SINGLE LUMP SUM PRICE “A” (in INR)
1	250 MT CAP. KOBELCO CKE 2500-II Crawler Crane with spares and accessories from Lalitpur Site (U.P.) to Gadarwara Site (M.P.) AND 100MT CAP. TATA KH500 Crawler Crane with spares and accessories from Anpara Site (U.P) to Gadarwara Site (M.P)	

Break up of Lumpsum Price “A” quoted above:

S.N O.	DESCRIPTION OF T&Ps	DISPATCHING SITE	RECEIVING SITE	NO. OF CRANES	TOTAL PRICE (in INR)
1	250 MT CAP. KOBELCO CKE 2500-II Crawler Crane with spares and accessories	LALITPUR (UP)	GADARWARA (MP)	01	“A” x 40%
2	100MT CAP. TATA KH500 Crawler Crane with spares and accessories	ANPARA (UP)	GADARWARA (MP)	01	“A” x 60%

NOTES:

- 1.0 All the above quoted rates shall be firm throughout the contract period.
- 2.0 The rate shall be entered in figure as well as in words. In case of difference in rate between words and figures, the lesser of the two will be treated as valid rate.
- 3.0 **No. of Trailers/Trucks indicated in the TCC Clause No.1.0 is Tentative only. The bidders are required to make their own assessment and quote accordingly.**
- 4.0 Single Lump sum price is to be quoted for transportation of **both cranes** from dispatching site to receiving site as per rate schedule in part II, Price bid. **Single contract shall be awarded for the total requirement based on evaluation as per the Price bid.**

DATE:
PLACE:

SIGNATURE:
NAME OF SIGNATORY:
NAME OF BIDDER:
(SEAL OF THE BIDDER)