Ref: PSER:SCT:MIS-F2073:8184 Date: 29-09-2020

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through E-Procurement Portal https://bhel.abcprocure.com only for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
1.0	**TENDER NO**	***PSER:SCT:MIS-F2073:20***
2.0	**NAME OF JOB**	*Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Minor Breakdown Repairs, Dismantling, Loading Supervision, Unloading Supervision, Assembly of Cranes at Various BHEL-PSER Project Sites.*
3.0	**DETAILS OF TENDER DOCUMENT**	
3.1	**Volume-I**	*General conditions of contract -* ***Applicable.***
3.2	Volume-IB	*General conditions of contract (service) - Not applicable.*
3.3	Volume-IC.	*Special conditions of contract (supply) – Not applicable.*
3.4	Volume-ID.	*Special conditions of contract (service) – Not Applicable (clubbed with Volume-II).*
3.5	Volume-IE.	*Not applicable.*
3.6	**Volume-II.**	*Technical Specification & Special Conditions of Contract -* ***Applicable***
3.7	**Volume-III.**	*Price schedule, Rev-00 -* ***Applicable.***
4.0	**ISSUE OF TENDER DOCUMENTS**	*This is an E-tender floated online through our E-Procurement Site* https://bhel.abcprocure.com. ***Start date of the tender: 29-09-2020.***
5.0	**DUE DATE & TIME OF OFFER SUBMISSION**	***Date: 20-10-2020, Time: 15-00 Hrs. IST*** *The bidder should respond by submitting* ***their offer online in our e-Procurement platform*** *at* https://bhel.abcprocure.com *only. Offers are invited in two-parts only.* ***Hard copy bid or bids through email/ fax shall not be accepted.***
6.0	**OPENING OF TENDER**	***Date: 20-10-2020.*** ***1 hours after the latest due date and time of Offer submission*** *Notes:* *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.*
7.0	**EMD AMOUNT**	***Category-I: Rs. 1,20,214/-*** ***Category-II: Rs. 4,50,677/-*** ***Category-III: Rs. 3,35,465/-*** ***Category-IV: Rs. 81,177/-*** ***Category-V: Rs. 43,560/-*** *Bidder quoting for more than one category shall submit EMD of value of sum of respective category.* *(Exemption allowed only for MSE vendors in line with clause no 26.0 of NIT)*

8.0	**COST OF TENDER**	***Rs. 5,000/-*** *(Exemption allowed only for MSE vendors in line with clause no 26.0 of NIT)*
9.0	**LAST DATE FOR SEEKING CLARIFICATION**	***Date: 09-10-2020*** *Along with soft version also, addressing to undersigned & to others as per contact address given below*
10.0	**SCHEDULE OF Pre Bid Discussion (PBD)**	*Not Applicable*
11.0	**INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)**	***IEM DETAILS:*** *Applicable.* *Refer Clause No 34.0 below.*
12.0	**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**); CPP portal** & E-Procurement Site **https://bhel.abcprocure.com** only. Bidders to keep themselves updated with all such information.
13.0	**Evaluation currency**	INDIAN RUPEES **(INR)**

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 digitally signed, 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 (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer.

4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.
Bidders may please be noted that "OEMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no 7.0 under clause no 1.0 of NIT.

5.0 **Procedure for Submission of Tenders**: The Tenderers must submit their Tenders as detailed below:

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

Sl no	Description	Remarks
PART-I A	**(TECHNO COMMERCIAL BID)**	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. (**To be attached in relevant Attachment section**)	
ii.	Duly filled-in `No Deviation Certificate' as per prescribed format. (**To be attached in relevant Attachment section**) **Note:** a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be **attached in relevant attachment section of the e –procurement portal**. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations	

	without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above **shall be attached in relevant attachment section** and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT. **(To be attached in relevant Attachment section)**	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT **(To be attached in relevant Attachment section)**	
vii.	Notice inviting Tender (NIT) **(To be attached in relevant Attachment section)**	
viii.	Volume – I : General Conditions of Contract (GCC) **(To be attached in relevant Attachment section)**	
ix.	Volume – II : Technical specification along with Special conditions of contract **(To be attached in relevant Attachment section)**	
x.	Volume–III – (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. **(To be attached in Unpriced Bid Attachment section)**	
xi.	Any other details preferred by bidder with proper indexing. **(To be attached in relevant Attachment section)**	

PART-I B	**EMD/ COST OF TENDER**	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

PART-II	**PRICE BID** **(TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)**	
	CONTAINING THE FOLLOWING:-	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume III – PRICE BID – (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures) **Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.**	

SPECIAL NOTE:

A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorized representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

B) The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.

C) **All documents/ annexures submitted with the offer shall be properly attached in the respective sections.** 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 Since the job shall be executed at site**,** bidder 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.

9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site https://bhel.abcprocure.com, 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.

10.0 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.

11.0 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.

12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

13.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), 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 (11.0) of 1 above.***

14.0 The Bidder has to satisfy the Pre Qualifying Requirements (as applicable) 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 pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), 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.

15.0 In case BHEL decides on a `Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, **price bid (Volume-III) uploaded in E-Procurement Site** https://bhel.abcprocure.com **will be opened.**

16.0 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 the tender.

17.0 **Reverse Auction: Not applicable for this tender.**

18.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

19.0 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.

20.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

21.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria.

22.0 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.

23.0 The bidder may have to produce original document for verification if so decided by BHEL.

24.0 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 Website (www.bhel.com).

I) Integrity commitment, performance of the contract and punitive action thereof:

a) Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

b.ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

b.iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/ or under applicable legal provisions.

25.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 12 to 24 Months/ Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest "Guidelines for Vendor Evaluation" is web based quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.

26.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest 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 bid at par with other bidders. No benefit 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.

Any Bidder falling under MSME 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 MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

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

27.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

28.0 Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-I. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.

29.0 Deleted

30.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.

31.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.

32.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

33.0 Deleted

34.0 **Integrity Pact (IP)** –

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP

in BHEL.

Sl No	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name	Biplab Kumar Pal / Anish Kumar	Sandipan Biswas
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8234 / 8235	033-2339 8232
Email	biplab.pal@bhel.in / k.anish@bhel.in	bsandipan@bhel.in
FAX	033-2321 1960	033-2321 1960

35.0 *For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.*

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

36.0 Bidders are requested to submit their best price as per latest price schedule of the tender.

37.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.
All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

38.0 "The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/ Central Government. The number of

such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding."

39.0 Bidder shall submit duly filled & signed Form-3 along with their techno-commercial offer towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020. In this connection, following may be noted:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer", 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation-

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

   b. "Control" shall include the right to appoint the majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of

individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
However, in this regard, provision of Clause no 1.15.9 of GCC shall also be applicable.

40.0 GeMAR and PTS ID: GEM/GARPTS/19092020/ P29UJNP8KXW1.

41.0 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-(VOL-III)
d. Technical conditions & Special conditions of contract (TS & SCC)-VOL- ID & II.
e. General conditions of contract (GCC)-VOL-I.

for BHARAT HEAVY ELECTRICALS LTD.

Dy. Manager (SCT)

Agency	**Contact details**	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8234/8235/8232/8000
	FAX no	033-23211960
	E-mail	biplab.pal@bhel.in / k.anish@bhel.in / bsandipan@bhel.in

Enclosure

01. Annexure-1: Pre Qualification Criteria.
02. Annexure-2: Format for No Deviation Certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure-5: Conditions for consortium/tie up.
06. Annexure -A – Amendment to GCC/SCC.
07. Annexure –C- CA certificate Format.
08. Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act.
09. Annexure-E- Statewise GST Registration nos.
10. Annexure– CPP-GST/I.
11. *Form-1 (Format for local content)*
12. *Form-3*
13. Integrity Pact Agreement Format (Separate)
14. Other Tender documents as per this NIT.

ANNEXURE-1

PRE-QUALIFYING CRITERIA

JOB	**Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Minor Breakdown Repairs, Dismantling, Loading Supervision, Unloading Supervision, Assembly of Cranes at Various BHEL-PSER Project Sites.**
TENDER NO.	**PSER:SCT:MIS-F2073:20**

SL. NO.	**CRITERIA**		
A	**TECHNICAL CRITERIA**		
1.0	BIDDERS SHOULD HAVE EXECUTED CRANE OPERATION AND MAINTENANCE WITHIN LAST 7 (SEVEN) YEARS AS ON LAST DATE OF SUBMISSION OF OFFER. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE NEED TO BE SUBMITTED. BIDDERS WHO HAVE ALREADY EXECUTED JOB OF OPERATION AND MAINTENANCE OF CRANES WITHIN LAST 7 (SEVEN) YEARS FOR **BHEL** IN ANY OF THE FOUR (4) REGION/S WILL BE QUALIFIED ONLY IF THE VENDOR'S PERFOMANCE IN EVERY SITE DURING THE CONTRACT PERIOD IS **ABOVE SATISFACTORY (> 60%)**.		
	OR		
	BIDDERS SHOULD HAVE EXECUTED JOB OF PROVIDING CRANE ON HIRING BASIS ALONGWITH ITS OPERATION AND MAINTENANCE WITHIN LAST 7 (SEVEN) YEARS AS ON LAST DATE OF SUBMISSION OF OFFER. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE NEED TO BE SUBMITTED.		
2.0	BIDDERS SHOULD HAVE EXECUTED JOB OF OPERATION & MAINTENANCE OF CRANES **OR** PROVIDING CRANE ON HIRING BASIS ALONGWITH ITS OPERATION AND MAINTENANCE AS DETAILED BELOW FOR PARTICIPATING AGAINST SPECIFIED CATEGORIES OF CRANES WITHIN 7 (SEVEN) YEARS AS ON LAST DATE OF SUBMISSION OF OFFER. RELEVANT DOCUMENTS IN SUPPORT OF ABOVE NEED TO BE SUBMITTED.		
	CATEGORY	**EXPERIENCE IN PROVIDING OPERATION & MAINTENANCE OF CRANES OR PROVIDING CRANE ON HIRING BASIS ALONGWITH ITS OPERATION AND MAINTENANCE**	**QTY. OF JOB EXECUTED**
2.1	I	CAPACITY FROM 8MT TO 25MT HYDRAULIC PICK AND CARRY MOBILE CRANE / CRAWLER CRANE.	2 NOS.
2.2	II	CAPACITY FROM 75MT TO 150 MT CRAWLERS / TYRE MOUNTED MECHANICAL/ HYDRAULIC OPERATED LATTICE BOOM/ TELESCOPIC BOOM CRANE.	5 NOS.
2.3	III	CAPACITY ABOVE 150MT TO 300 MT CRAWLER MOUNTED MECHANICAL/ HYDRAULIC OPERATED LATTICE BOOM CRANE.	3 NOS
2.4	IV	CAPACITY ABOVE 300MT CRAWLER MOUNTED MECHANICAL/ HYDRAULIC OPERATED LATTICE BOOM CRANE.	1 NO.
2.5	V	CAPACITY ABOVE 150MT CRAWLER MOUNTED MECHANICAL/ HYDRAULIC OPERATED LATTICE BOOM CRANE	1 NO.
NOTE:	***BIDDER, WHO QUALIFIES FOR A HIGHER CATEGORY, WILL AUTOMATICALLY QUALIFY FOR ALL THE LOWER CATEGORIES, e.g. IF A BIDDER IS QUALIFIED FOR CATEGORY IV, HE WILL AUTOMATICALLY QUALIFY FOR CATEGORY-I TO V.***		

B	**FINANCIAL CRITERIA**	
3.0	CATEGORY WISE, AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF THE BIDDER, DURING LAST 3 (THREE) YEARS, ENDING ON 31-03-2019 SHOULD BE AS DETAILED BELOW:	
	CATEGORY	**TURNOVER (FIGURES IN LAKH)**
3.1	CATEGORY- I	Rs. 18.03
3.2	CATEGORY- II	Rs. 67.60
3.3	CATEGORY- III	Rs. 50.32
3.4	CATEGORY- IV	Rs. 12.18
3.5	CATEGORY- V	Rs. 6.53
3.6	IF A BIDDER QUOTES FOR MORE THAN ONE CATEGORY OF CRANE THEN THAT BIDDER MUST HAVE MINIMUM TURNOVER = SUM TOTAL OF REQUIRED TURNOVER AGAINST THOSE CATEGORIES OF CRANE, *e.g. IF A BIDDER QUOTES FOR CATEGORY I, II, III, IV & V THEN ITS REQUIRED TURNOVER SHALL BE MINIMUM EQUAL TO (18.03 +67.60+50.32+12.18+6.53) = Rs.154.66 LAKH.*	
3.7	THE BIDDER SHOULD HAVE EARNED PROFIT IN AT LEAST 1 (ONE) YEAR DURING LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019. THE BIDDER SHOULD POSSESS POSITIVE NET WORTH AS ON FINANCIAL YEAR ENDING ON 31-03-2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST 3 (THREE) YEARS, ENDING ON 31-03-2019 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE REQUIREMENT. IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEAR, WILL BE AVERAGED FOR THREE YEARS. IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.	
4.0	BIDDER SHOULD HAVE VALID PAN CARD AND ACTIVE GSTN. BIDDER TO SUBMIT SUPPORTING DOCUMENT FOR ABOVE.	
C	**GENERAL**	
5.0	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.	
6.0	NO CONSORTIUM / JV ARRANGEMENT WILL BE ALLOWED FOR THE JOB.	
7.0	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT.	

ANNEXURE - 2

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Minor Breakdown Repairs, Dismantling, Loading Supervision, Unloading Supervision, Assembly of Cranes at Various BHEL-PSER Project Sites.	
Ref	1.0	Tender no **PSER:SCT:MIS-F2073:20**
	2.0	BHEL's NIT, vide reference no PSER:SCT:MIS-F2073:8184, Date: 29-09-2020.
	3.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification & integrity pact (if applicable).

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

ANNEXURE - 3

FORMAT FOR SEEKING CLARIFICATION

JOB	Rate Contract for Providing Services for Regular Operation & Routine Maintenance, Minor Breakdown Repairs, Dismantling, Loading Supervision, Unloading Supervision, Assembly of Cranes at Various BHEL-PSER Project Sites.
TENDER NO	**PSER:SCT:MIS-F2073:20**

Sl no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

ANNEXURE - 4

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: Please tick (√) whichever applicable:- 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
21	**Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR (Undertaking to be enclosed if not applicable)**	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:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Annexure –A

Amendment to GCC

(I)	New clauses have been introduced under Volume-I-GCC superseding all pertinent clauses of risk and cost
1.1	Risk and cost may be invoked in any of the following cases: i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution. ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor. iv). Termination of Contract on account of any other reason (s) attributable to Contractor. v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. vi). Non-compliance to any contractual condition or any other default attributable to Contractor. <u>Risk & Cost Amount against Balance Work:</u> Risk & Cost amount against balance work shall be calculated as follows: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). * Balance scope of work/ supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk & Cost amount.

	<u>LD against delay in executed work/ supply in case of Termination of Contract:</u> LD against delay in executed work/ supply shall be calculated in line with the relevant LD clause(s) of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work/ supply till termination of contract. Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below. i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1 ii). Let the value of executed work/supply till the time of termination of contract= X iii). Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y iv). Delay in executed work/supply attributable to contractor i.e. T2=[1-(X/Y)] x T1 v). LD shall be calculated in line with LD clause of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.
1.2	<u>Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor</u> Following sequence shall be applicable for recoveries from contractor: a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract. b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: Dues payable to contractor against other contracts in the same Region shall be considered for recovery. If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
(II)	Additional clauses have been introduced under Volume-I-GCC under security deposit (SD) & performance bond (PB)
2.0	**<u>Clause No 1.7.5</u>**: Security deposit (SD) SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor. If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor. Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery). In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available shall be made as stated above.

Annexure -C

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 (Part-II) / *UAM* / *Udyam Registration* No..... 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.0.1722(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

3. ***For Enterprises (having EM-Part-II / UAM):*** *Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.*

4. ***For Enterprises (Udyam, registered under Udyam Registration Portal):*** *Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.*

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro l 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 applicable) and the date of graduation of such enterprise from its original category is ..... (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

Annexure –D

Specific Clause w.r.t. BOCW Act & Cess Act

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.

4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.

5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.

6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.

7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics:
   (i) Number of Building Workers employed during preceding one month.
   (ii) Number of Building workers registered as Beneficiary during preceding one month.
   (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
   (iv) Remittance of Contribution of Beneficiaries made during the preceding month

10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.

12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.

13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

ANNEXURE-E

Statewise GST Registration nos.

Sl. No.	State / UT	GST Reg. No.
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

Annexure- CPP-GST/I

Please arrange to submit this filled-up format along with Tender

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum*/ Udyam Registration No.* / Ancillary unit/project affected person of this company/SSI/ other} Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same	
as your Login ID. All the mail correspondence	
will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

Form-1 (Format for local content)

Format for Self Certification regarding Local content (LC) for Product/ Services/ Works

Date:

_____ S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That the percentage of local content for the Product/ Services/ Works offered by the bidder/supplier against the subject tender **(TENDER NO: PSER:SCT:……..)** is _____%. We certify that the item(s) offered meets the local content requirement for **< Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier, tick the applicable option >**. We are also enclosing the details of the location(s) at which the local value addition is made.

That I agree to abide by terms and conditions of Department of Industrial Policy & Promotion issued vide Notification No: P-45021/2/2017-B.E.-II Dated: 15-06-2017 & P-45021/2/2017-PP (BE-II) Dated: 28-05-2018, of Department of Promotion of Industry and Internal Trade issued vide Notification No: P-45021/2/2017-PP(BE-II) Dated: 29-05-2019 & P-45021/2/2017-PP (BE-II) Dated: 04-06-2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Product/ Services/ Works has been verified by me and I am responsible for the correctness of the claims made therein

That in the event of the LC of the Product/ Services/ Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) order 2017.**

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities

i. Name and details of the Local supplier (registered Office, Manufacturing and location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Product / Services/ Works for which the certificate is produced
iv. Procuring agency to whom the certificate is furnished
v. Percentage of LC claimed.
vi. Name and contract details of the unit of the manufacturer
vii. Sale Price of the product
viii. Ex-Factory Price of the product
ix. Freight, insurance and handling
x. Total Bill of Material
xi. List and total cost value of inputs used for manufacture of the Products/ Services/ Works
xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
xiii. List and cost of inputs which are imported, directly or indirectly

For and behalf of _____ <Name of Firm/ entity>

Authorized signatory of Firm/ entity
< Insert Signature, Stamp of Authorized signatory, Name, Designation and Contact No and date >

FORM – 3
(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no. …….

Job: ……..

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder…> is / are not from such a country and eligible to be considered for this tender.

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)