

## (REVISED) TENDER SPECIFICATION

Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda

**Scope of Work:** Procurement of Mobile Storage Compactor including Supply & Installation at 210MW Khaparkheda Unit-1 & 4, Maharashtra on 'F.O.R.' Destination Basis.

### VOLUME I – TECHNICAL BID

**THIS TENDER SPECIFICATION CONSISTS OF:**

Notice Inviting Tender	
Volume-IA	<b>Technical Conditions of Contract</b>
Volume-IB	<b>General Conditions of Contract</b>
Volume-IC	<b>Technical Specifications</b>
Volume-ID	<b>Technical Commercial Compliance Sheet</b>
Volume II	<b>Price Bid</b>



**Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

Power Sector - Western Region

345-Kingsway, Nagpur-440001

## CONTENTS

<b>Volume No</b>	<b>Description</b>	<b>Hosted in website <a href="http://bhel.com">bhel.com</a> (Briefly) and detailed in BHEL e-Procurement Portal as files titled</b>
NIL	Tender Specification Issue Details	(Part of Vol-IA-2506097)
NIL	Notice Inviting Tender	(Part of Vol-IA-2506097)
I-A	Technical Conditions of Contract	(Vol-I-A-2506097)
I-B	General Conditions of Contract	(Vol-IB-2506097)
I-C	Technical Specifications	(Vol-I-C-2506097)
I-D	Technical Commercial Compliance Sheet	(Vol-I-D-2506097)
II	Price Bid Specification as specified in E-Procurement Portal	(Volume-II-2506097)



**Bharat Heavy Electricals Limited**  
*(A Government of India Undertaking)*  
 Power Sector - Western Region  
 345-Kingsway, Nagpur-440001

## **E-TENDER SPECIFICATION**

**Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

**Scope of Work:** Procurement of Mobile Storage Compactor including Supply & Installation at 210MW Khaparkheda Unit-1 & 4, Maharashtra on 'F.O.R.' Destination Basis.

EARNEST MONEY DEPOSIT : Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION : Refer Notice Inviting Tender

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

M/s. ....

**PLEASE NOTE:**

THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

**General Manager (Purchase)**

Place: Nagpur, Maharashtra

Date:

2506097

# NOTICE INVITING TENDER

**Bharat Heavy Electricals Limited**



# Bharat Heavy Electricals Limited Power Sector Western Region

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## **NOTICE INVITING TENDER (NIT)**

**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**

To,

Dear Sir/Madam,

### **Sub : NOTICE INVITING E-TENDER**

Sealed offers in **Two Part Bid System** (National Competitive Bidding (NCB) or International Competitive Bidding (ICB) are invited from reputed & experienced bidders (meeting PRE-QUALIFICATION CRITERIA as mentioned in Annexure-1) through E-Procurement Portal <https://eprocurebhel.co.in> only, 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**

SI No	ISSUE	DESCRIPTION	
i	<b>TENDER NUMBER</b>	<b>BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda</b>	
ii	<b>Broad Scope of job</b>	Procurement of Mobile Storage Compactor including Supply & Installation at 210MW Khaparkheda Unit-1 & 4, Maharashtra on 'F.O.R.' Destination Basis	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of Payment etc.	Applicable
B	Volume-IB	General Conditions of Contract (GCC)	Applicable
C	Volume-IC	Technical Specifications	Applicable
D	Volume-ID	Techno-Commercial Compliance Sheet	Applicable
E	Volume-IE	Specification and QAP	Not Applicable
F	Volume-II	Price Schedule (Absolute value).	Applicable
iv	<b>Issue of Tender Documents</b>	<b>Tender documents will be available for downloading from BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) or e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) as per schedule below:</b> <b>Start: 00/00/2025, Time: 00:00 Hrs</b> <b>Closes: 00/00/2025, Time: 13:00 Hrs</b> Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	Applicable
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date: 00/00/2025, Time: 13:00 Hrs</b> The bidder should submit their offer online only in e-Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> <b>Bidders are requested to upload their offer well in advance in</b>	Applicable

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SI No	ISSUE	DESCRIPTION	
		<p><b><u>order to avoid last minute congestion at this website.</u></b></p> <p><b>Hard copy Bid or Bids through E-mail / Fax shall not be accepted.</b></p>	
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<p><b>Date, Time: 00/00/2025, 17:00 Hrs</b></p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	<b>EMD AMOUNT</b>	<p>Rs. Not Applicable</p> <p><b><u>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</u></b></p>	Not Applicable
Not	<b>COST OF TENDER</b>	NIL	Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: <b>Pratick Mondal</b>  Designation: Engineer  Department: Purchase  Address: Floor No. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001  Mobile-+919422326481  Email: <a href="mailto:pratick@bhel.in">pratick@bhel.in</a></p> <p>2) Name: <b>Sh Biraj Roy</b>  Designation: Sr Manager  Department: Purchase  Address: Floor No. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001  Mobile-+91 9587886706  Email: <a href="mailto:birajroy@bhel.in">birajroy@bhel.in</a></p> <p>3) Name: <b>Sh V K Arya</b>  Designation: General Manager  Department: Purchase  Address: Floor No. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001  Mob: +918684041477  Email: <a href="mailto:vkarya@bhel.in">vkarya@bhel.in</a></p>	Applicable

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SI No	ISSUE	DESCRIPTION	
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	---	Not Applicable
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	1) Shri Bishwamitra Pandey, IRAS (Retd.) 2) Shri Mukesh Mittal, IRS (Retd.)	Not Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> --> <b>Tender Notifications</b> → <a href="#">View Corrigendum</a> ), & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> 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 digitally using Class III DSC & uploaded in E-Procurement Portal, 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** Not Used

**4.0** Unless specifically stated otherwise, bidder shall deposit EMD/BG as per clause 1.9 of General Conditions of Contract.

For **Electronic Fund Transfer** the Details are as below:-

<b>NAME OF THE BENEFICIARY</b>	<b>BHARAT HEAVY ELECTRICALS LTD</b>
<b>ADDRESS OF THE COMPANY</b>	<b>5th Floor, SHREE MOHINI COMPLEX 345, KINGSWAY, NAGPUR</b>
<b>NAME OF BANK</b>	<b>STATE BANK OF INDIA</b>
<b>NAME OF BANK BRANCH AND BRANCH CODE</b>	<b>SBI, NAGPUR MAIN BRANCH, CODE-00432</b>
<b>CITY</b>	<b>NAGPUR</b>
<b>ACCOUNT NUMBER</b>	<b>40227423158</b>
<b>ACCOUNT TYPE</b>	<b>MC-C C Clean (C&amp;I)</b>
<b>IFSC CODE OF THE BENEFICIARY BANK BRANCH</b>	<b>SBIN0000432</b>
<b>MICR CODE OF THE BANK BRANCH</b>	<b>440002002</b>

~~(Note : In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.~~

**5.0 Procedure for Submission of Tenders:**

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.....  
This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

#### **Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

##### **a. Technical Tender (UN Priced Tender)**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- ii. Technical Bid (without indicating any prices).

##### **b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.

#### **Note:**

- It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

#### **DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

#### **Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

#### **The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

**NIC PORTAL (<https://eprocurebhel.co.in>)**

**For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:**

**For any technical related queries, please call at 24 x 7 Help Desk Number**

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**0120-4001 002**

**0120-4200 462**

**0120-4001 005**

**0120-6277 787**

**1. Email Support: [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**Other details/update yourself from : <https://eprocurebhel.co.in>**

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

**(Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC certifying authority:-

please refer <http://www.mca.gov.in/> →MCA SERVICES → DSC SERVICES

Vendors are requested to go through seller manual available on <https://eprocurebhel.co.in>.

**6.0 SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any incomplete 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 PERFORMANCE OF BIDDERS:** Not Applicable

**10.0** For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

**11.0** BHEL may decide holding 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.

**12.0** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/ submission of offer, else BHEL's interpretation shall prevail.

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

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**14.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

#### **"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.	<b><i>Shri Bishwanitra Pandey, IRAS (Retd.)</i></b>	<a href="mailto:Iem2@bhel.in">Iem2@bhel.in</a>
1.	<b><i>Shri Mukesh Mittal, IRS (Retd.)</i></b>	<a href="mailto:Iem3@bhel.in">Iem3@bhel.in</a>

(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):

Details of Contact Person(s):			
<b>Name:</b>	<b>Sh V K Arya, General Manager</b>	<b>Biraj Roy, Sr Manager</b>	<b>Pratick Mondal, Engineer</b>
<b>Dept:</b>	Purchase Department		
<b>Address:</b>	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001		
<b>Email:</b>	<b><a href="mailto:vkarya@bhel.in">vkarya@bhel.in</a></b>	<b><a href="mailto:birajroy@bhel.in">birajroy@bhel.in</a></b>	<b><a href="mailto:pratick@bhel.in">pratick@bhel.in</a></b>
<b>Phone:</b>	<b>+918684041477</b>	<b>+919856083706</b>	<b>+919422326481</b>

**15.0** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

**16.0** In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening.

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BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

**17.0** Validity of the offer shall be for **Six Months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

**18.0** Reverse Auction: "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-2024>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

#### **Note:-**

1. No Benefits to MSE bidders shall be provided except Payment Time Line and PQR Relaxation.
2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

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

**20.0** ~~In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.~~

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

#### **22.0** Void

**23.0** ~~The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.~~

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

**25.0** The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

**26.0** Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".

**27.0** The offers of the bidders who are on the banned/ hold list and 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](http://www.bhel.com).

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

#### 27.1.1 **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.

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#### 27.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (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.
- (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.
- (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 indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices 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 extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

#### 28.0 Micro and Small Enterprises (MSE)-Refer Annexure-11

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	Women owned	Others (excluding SC/ ST & Women Owned)
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.

- a) 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) only 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 as Annexure - 3) 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 last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if 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. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

**29.0** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://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.

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#### **30.0 PREFERENCE TO MAKE IN INDIA (MII/Local Content):**

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 preferences 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.

#### **31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

- 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. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 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 Clause 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 percent of shares or capital or profits of the company.
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's 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 the 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 holds 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.

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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.

**Note:**

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in **Annexure-10**.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

**31.0**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.

**32.0**In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

**33.0**The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

### **34.0 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. Purchase Order
- c. Notice Inviting Tender (NIT)
- d. Price Bid
- e. Technical Conditions of Contract (TCC)—Volume-1A
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

For BHARAT HEAVY ELECTRICALS LTD

**(General Manager - Purchase)**

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**Enclosure:**

- 1.0** Annexure-1: Pre-Qualifying Requirements - **Revised**
- 2.0** Annexure-2: Mandatory Self Declaration
- 3.0** Annexure-3: Reverse Auction Process Compliance Form
- 4.0** Annexure-4: Authorization of Representative who will Participate in the Online Reverse Auction Process
- 5.0** Annexure-5: Reverse Auction Price Confirmation and Breakup
- 6.0** ~~Annexure 6: Integrity Pact~~
- 7.0** Annexure-7: No Liquidation
- 8.0** Annexure-8: No Deviation
- 9.0** Annexure-9: Declaration Regarding Minimum Local Content (MII/Local Content)
- 10.0** Annexure-10: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- 11.0** Annexure-11: MSE Declaration
- 12.0** Annexure 12: Important Information.
- 13.0** Technical Specifications - **Revised**

**Note: All the Formats need to be filled in and to be submitted with offer. Without submission of the formats mentioned above, the offer will be rejected during evaluation.**

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Annexure-1

### Pre-Qualifying Requirements

- a) **Technical PQR:** The Bidder should have Fabricated & Supplied Similar Kind of Product (Mobile Storage Compactor) in **the last 05 years**. Purchase Order copy of supply completion to be submitted along with offer.
- b) **Original Equipment Manufacturer (OEM)** or their **Authorized Dealers** in India along with an Authorization Letter from OEM can submit the offers. An authorized representative / Dealer in India, cannot quote for the same equipment from more than one OEM.

**Note:**

- Bidder should submit all the documents as asked in the Technical PQR else the bid shall be treated as incomplete and shall be liable to be rejected during evaluation.
- PO shall be cross verified from end user for authenticity. If found incorrect/not meeting PQR, bid shall be rejected.

- c) **Financial PQR:**

Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 4.0 Lac or More**, over the last three Financial Years (FY) i.e. **FY 2021-22, 2022-23 & 2023-24**.

**Audited Financial Documents of FY 2021-22, 2022-23 & 2023-24** shall be furnished in support of Turnover and this requirement shall supersede other Turnover parameters cited elsewhere. 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. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

#### **Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Start-ups:**

- i) **Technical Pre-Qualifying Requirement (PQR) for prior experience:** The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre-Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)
- ii) **Financial Pre-Qualifying Requirement (PQR) including Turnover:** The financial pre-qualifying requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender.
- iii) **Other Pre-Qualifying requirements** such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in Point no. (a) and (b) above, shall remain the same for all bidders.
- iv) **Definition of Start-up** shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.
- v) Bidder has to submit Factory details list of Plant and Machinery, Manufacturing facilities, quality control details, List of manpower etc. as per format attached.

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Format-1

**Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

Dear Sir,

**Sub:** Bid for NIT No .....dated..... for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s .....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on .....(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

**(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)**

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Format-2

**Undertaking from the Parent Company/ Subsidiary Company of the bidder**

*(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)*

From,  
Name:  
Full Address:

Telephone No.:  
E-mail address:  
Fax/No.:

To,  
.....  
.....

Dear Sir,

We refer to the NIT No ..... dated ..... for " ..... " (name of the Tender).

"We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause .... of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of .....(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

**Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company**

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Annexure-2

**(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)**

### Mandatory Self-Declaration

**Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

- a) I/We ....., hereby solemnly affirm and state that the business which I ....., have started is not banned or prohibited by any Act, Rules, Law or Order of any Court of Law or any competent authority and the premises where I ....., is/are conducting the said business is free from violation of any Act, Rules, Order of any Court of Law or any Competent Authority.
  
- b) I/We ....., have obtained necessary licenses, permissions, permit for the conduct of this business and the place of business from the appropriate Authority.
  
- c) I/We ....., declare that the place of business is not located in any area wherein commencing / running of such business is prohibited by any law or order of any Competent Authority.
  
- d) I/We ....., hereby declare that the copies submitted by me are true copies of original documents. I ....., am/are well aware of the fact that if the copies are found false/forged, I/We shall be liable for prosecution and punishment under the Indian Penal Code/Bharatiya Nyaya Sanhita and/or any other law applicable thereto.
  
- e) I/We ....., hereby declare that the information provided above is true and correct to the best of my/our personal knowledge, information and belief. I ....., am/are fully aware about the consequences of giving false information. If the information is found to be false, I ....., shall be liable for prosecution and punishment under the Indian Penal Code/Bharatiya Nyaya Sanhita and/or any other law applicable thereto.

**Name, Sign & Seal of Bidder**

**Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India**

**Website: [www.bhel.com](http://www.bhel.com)**

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Annexure-3

### Reverse Auction Process Compliance Form

**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {*Service provider*}
- *Postal address*)

#### **Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda } Dated. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on [www.bhel.com](http://www.bhel.com)), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {*Service provider*}.

We, hereby confirm that we will honour the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

**Sign this document and FAX/ email it to M/s {*Service provider*} at {.....} prior to start of the Event.**

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**Annexure-4**

**Authorization of Representative who will participate in the Online Reverse Auction Process:**

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

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Annexure-5

**Reverse Auction Price Confirmation and Breakup**

(To be submitted by L1 bidder after completion of Reverse Auction)

To

- *M/s. Service provider*
- *Postal address*

CC: M/s BHEL

BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

**Sub: Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs. { in value & in words } for item(s) covered under Tender Specification No. { BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda } Dated {...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District, {.....} State and Type Test Charges etc., (exclusive of service tax, other as per NIT)}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {in nos. & in words} days.

The price break-up is as given below.

Total

=====

**Rs. in value & in words**

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

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Annexure-6

#### INTEGRITY PACT

##### **Between**

~~Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi -110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART~~

~~and~~

~~\_\_\_\_\_ (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART~~

##### **Preamble**

~~The Principal intends to award, under laid down organizational procedures, contract/s for **Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**~~

~~(hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws~~

~~of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).~~

~~In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.~~

#### **Section 1 Commitments of the Principal**

- 1.1 ~~The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:~~
  - 1.1.1 ~~No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.~~
  - 1.1.2 ~~The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.~~
  - 1.1.3 ~~The Principal will exclude from the process all known prejudiced persons.~~
- 1.2 ~~If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.~~

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#### **Section 2 -Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

#### **Section 3 -Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

#### **Section 4 -Compensation for Damages**

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4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

### Section 5 Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### Section 6 Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

### Section 7 Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### Section 8 Independent External Monitor(s)

8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally.

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and independently. He reports to the CMD, BHEL.

- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

## Bharat Heavy Electricals Limited Power Sector Western Region

### Notice Inviting Tender

E-Tender Spec No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda

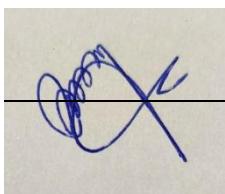
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#### Section 9 –Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

#### Section 10 –Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.



**Bharat Heavy Electricals Limited Power Sector Western Region**  
**Notice Inviting Tender**

E-Tender Spec No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda

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**BIRAJ ROY**  
**SENIOR MANAGER PURCHASE**  
**BHEL PSWR NAGPUR**

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

**Bharat Heavy Electricals Limited Power Sector Western Region**  
**Notice Inviting Tender**

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.....  
**Annexure-7**

**UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**To,**  
**General Manager-PURCHASE**  
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

I/We, \_\_\_\_\_ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY**  
**(With Name, Designation and Company seal)**

Place:

Date:

**Bharat Heavy Electricals Limited Power Sector Western Region**  
**Notice Inviting Tender**

**E-Tender Spec No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

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.....  
**Annexure-8**

**(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)**

**CERTIFICATE OF NO DEVIATION**

**Tender Specification No.: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda.**

I/WE, M/s .....

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

**Signature of Tenderer & Seal**

**Bharat Heavy Electricals Limited Power Sector Western Region**

**Notice Inviting Tender**

E-Tender Spec No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda

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Annexure-9

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND  
SUBSEQUENT ORDER(S)**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

To,  
GM-PURCHASE  
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

**Sub: Declaration Reg. Minimum Local Content (MII) in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).**

**Ref: 1) Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of \_\_\_\_\_ % and this meets the local content requirement for 'Class-I Local Supplier' / 'Class II Local Supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**\*\* - Strike out whichever is not applicable.**

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

To,

**General Manager-PURCHASE**

BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

**Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017**

**Ref : 1) Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that  
*(specify the name of the organization here)*

a. is not from such a country

b. has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*

and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Note:**

- a) Select a) or b) in the given box
- b) Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

**Mandatory Declaration of MSE Status****Tender Specification No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

Mandatory Declaration ownership status (SC/ ST or Women-owned or others) along with their MSE category to be declared. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

*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. Fill the Format*

Type under MSE	SC/ST Owned	Women Owned	Others Owned (excluding SC/ST & Women)
Micro			
Small			

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

**Signature & Seal of Owner/Firm**

**IMPORTANT INFORMATION**

**E -Tender** for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

**Postal Address:****General Manager-Purchase, BHEL-PSWR**

Floor No. 5&6, Shri Mohini Complex  
345, Kingsway, Nagpur-440001

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

<b>Engineer, Purchase,</b>	E-Mail: <a href="mailto:pratik@bhel.in">pratik@bhel.in</a>	Ph: +917122858600 (Extension-717)
<b>Sr Manager, Purchase,</b>	E-mail: <a href="mailto:birajroy@bhel.in">birajroy@bhel.in</a>	Ph: +917122858600 (Extension-742)
<b>General Manager, Engineer, Purchase,</b>	E-Mail: <a href="mailto:vkarya@bhel.in">vkarya@bhel.in</a>	Ph: +917122858600 (Extension-NA)

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link:** [https://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf)
2. **"Pradhan Mantri Kaushal Vikas Yojna:** 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".
3. All Statutory Requirements as applicable for this project shall be complied with.
4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://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."
5. Void
6. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**  
  
~~"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back to back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender/contract".~~
7. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://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."

8. The clause 2.7.9.1 below is added under the heading "Rights of BHEL" of General Conditions of Contract Volume-IC GCC:

**2.7.9.1** Provision of Penalty in case of slippage of Intermediate Milestones: Not Applicable

9. **Acceptance of Bank Guarantee (BG)**

Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol I C GCC:

**Clause No. 1.10.3 (iii) of Vol IC GCC is revised as below: -**

"Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

State Bank of India  
 ABN Amro Bank N.V.  
 Bank of Baroda  
 Canara Bank  
 Citi Bank N.A.  
 Corporation Bank  
 Deutsche Bank  
 HDFC Bank Ltd.  
 The Hongkong and Shanghai Banking Corporation Ltd  
 ICICI Bank Ltd.  
 IDBI Ltd.  
 Punjab National Bank  
 Standard Chartered Bank  
 State Bank of Travancore  
 State Bank of Hyderabad  
 Syndicate Bank

b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that "**It is enforceable at Nagpur, Maharashtra**".

c. Any private sector banks, with a clause in the text of Bank Guarantee that "**It is enforceable by being presented at any branch of the bank**".

**Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".**

10. **Broad Terms & Conditions of Reverse Auction:**

*In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:*

*"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) (<https://www.bhel.com/guidelines-reverse-auction-2024>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.*

*Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."*

**Note:-**

1. No Benefit to MSE bidders except Payment Timeline and PQR Relaxation.
2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

3. In case RA is opted in a tender, the techno-commercially qualified H-1 will not be allowed to participate in RA. In case more than one H-1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.

4. However, H-1 will be allowed to participate in RA in the following cases:

a) If number of techno-commercially qualified bidders are only 2 or 3.

b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1

c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.

d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-Mil and H-1 is eligible Mil and H-1 price is coming within price band of 20% of Non-Mil lowest bidder.

11. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Pandemic/Epidemic outbreak. The related towards quarantine Centre/Medical expenses etc., if any, shall be in the bidder's scope

12. Price Variation Compensation: Not Applicable.

13. PVC Base Date: Not Applicable

14. Health Safety and Environment Plan at Consignee/Destination Project Site : Not Applicable

15. **Clause for Existing Contractor:** Not Applicable  
~~Existing Contractor to whom the subject work has been awarded earlier by BHEL shall not be eligible to quote against this tender.~~

\*\*

i). In case Previous contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

ii). In case Previous contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

~~Subject work is under execution by other agency. The scope of works under this tender specification also include works left over by the earlier agency on "as is where is" basis as detailed in the TCC. Apart from above information, the bidder should go through all the conditions of the tender prior to bidding.~~

2506097

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



Technical Specifications

Mobile Storage Compactor (Sample Image)



## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Revised Technical Specifications

**Technical Specifications mentioned here shall supersede elsewhere mentioned in this tender.**

<b>TECHNICAL SPECIFICATION FOR MOBILE COMPACTOR (1 No)</b>		
<b>SI No.</b>	<b>Description</b>	<b>Remarks</b>
1	<b>Purpose:</b>	
1.1	The Mobile Compactor is required for storage of finished components of ferrous and non-ferrous materials. It will be used as a storage system in industry.	
2	<b>Scope of Supply and Services:</b>	
2.1	Designs, supply of material, fabrication, erection, and inspection & testing, commissioning and handing over of Compactors for the Store Rooms at Khaparkheda TPS are covered under this specification.	
2.2	Scope of supply: The scope of supply shall be as follows:	
2.2.1	<b>SFF (Single Faced Fixed):</b> 1 in number Single Faced Fixed Unit overall size H-2300 mm x D-495 mm x L-3048mm (4 equal bays of 915 mm) having 5 compartments.	
2.2.2	<b>DFM (Double Faced Mobile):</b> 6 in number Double Faced Mobile Unit overall size H-2300 mm x D-940 mm (470 mm + 470 mm) x L-3048 mm (4 equal bays of 915 mm) having 5 compartments.	
2.2.3	<b>SFM (Single Faced Mobile):</b> 1 in number Single Faced Mobile Unit overall size H-2300mm x D-530mm x L-3048mm (4 equal bays of 915mm) having 5 compartments.	
3	<b>General Technical Specifications:</b>	
3.1	Load bearing capacity of each shelf shall be 100-120 Kgs UDL.	
3.2	Shelves shall be made of CRCA Steel, prime quality pre-coated sheet of 1 mm thick or more.	
3.3	Rubber / PVC stud: - Protective Rubber / PVC Studs shall be provided in between bodies to avoid any chance of damages and minimize noise emission and prevent scratches during movement of respective bay units.	
3.4	Double Faced Units: Two units of the same size of the individual block shall be integrated to form double faced movable units with the same specification of the body.	
3.5	Body Finish & Make: Body shall be made up of prime quality Pre-coated sheet of 1 mm thick or more with protective film, material confirmed to IS 14246 & DFT of pre-coating approx. 40-50 microns. Weld less multiple bends body with complete knock down & inbuilt upright in front panel.	
3.6	Rigid Base Frame: Rigid frame of welded construction, heavy duty made of hot rolled sheet (H.R. Sheet) Confirming to IS 2062/ IS 1079/ IS 10748, with 4 mm thickness or more and capable of taking specified load and capable of being driven without getting distorted. High degree of manufacturing accuracy shall be maintained to ensure minimum distortion and warping in the frame. Consequently, the base frame to remain easily movable even while carrying full loads.	
3.7	Driving Wheels & Mechanism: A pair of M.S. wheels & a pair of anti-frictional ball bearing (reputed make) shall be fitted in every base frame for smooth & easy drive. Additional wheels & bearing shall be provided to achieve stability and load carrying capacity. All bearings shall be self-aligned, maintenance free, self-lubricating type and sealed for life.	
3.8	The driving mechanism shall be smooth and simple working on chain & sprocket system. The chain used shall be of high-quality material.	
3.9	The drive mechanism shall be provided on the external front side of the compactor system and shall be concealed from all side.	
3.10	3 Nos Guide Rails shall be provided with stoppers to stop derailment of the units and shall be fitted to the ground with grouted holding down bolts.	
3.11	Round Comfortable PU-Handle: High quality PU Handle of diameter 320 - 350 mm shall be provided with three attractive arms & holding bar for easy drive. The Safety lock shall be aluminum cast spring loaded knob type under the handle for easy locking at any position of unit.	
3.12	Drive cover shall be made up of 1 mm thick pre-coated or CRCA (confirming to IS:513 prime quality	

**BHEL-PSWR (VOL-I-TECHNICAL BID)**

**E-Tender Spec No: BHE/PW/NGP/PUR/2506097/NIC/Mobile Storage Compactor/210MW Khaparkheda**

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## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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	steel and of box type to cover the entire drive mechanism completely.	
3.13	Main Locking Arrangement: The system shall be provided with locking arrangement on the last unit in such a way that when all the units are brought together and the lock is operated, it does not allow access to the units.	
3.14	Indexing Arrangement; Transparent Acrylic Indexes arrangement shall be provided on each front panel of the compactor units for easy identification & retrieval.	
3.15	Aisle Space: Aisle space inside the units shall be minimum 750 mm approximately.	
3.16	Fasteners: Galvanized fasteners shall be used for all nuts & bolts.	
3.17	Anti-Rust Treatment : All the body components should be antirust surface treatment [anticorrosion treatment and shall be powder coated with epoxy polyester powder.	
3.18	Finish: All the body components shall be pre-coated with protective film in polyester finish, (minimum 40 mic) with Steel Grey Colour except the base frames, rail & lock box, which are powder coated in satin black shade. DFT of powder coated items are 40-50 microns.	
3.19	Vendor shall provide the catalogue / sketch of offered mobile compactor.	
3.20	Vendor shall provide the list customers where similar mobile compactor was supplied.	
4.	<b>Pre-dispatch Inspection PDI at Vendor's Works:</b>	
4.1	BHEL persons deputed for pre-acceptance at vendor's works and give dispatch clearance after satisfaction from all angles. During pre-acceptance, Demonstration of all features as per scope of supply checked by the team.	
5.	<b>Packing &amp; Delivery Conditions:</b>	
5.1	Vendor shall supply the entire mobile compactor system fully packed in proper rigid boxes for safe transportation and avoiding pilferages. All items of Compactor are to be properly identified/ tagged /proper matching marks.	
6.	<b>Installation and Commissioning:</b>	
6.1	All civil / mechanical work required for Installation and Commissioning of Compactor shall be responsibility of Vendor only.	
7.	<b>Final Acceptance:</b>	
7.1	Vendor shall prove out successful operation after commissioning of the entire system and to be demonstrated in presence of BHEL / MSPGCL Representatives.	
7.2	Vendor shall provide comprehensive training/knowledge on operations, routine maintenance and troubleshooting etc., at Khaparkheda TPS free of cost.	
8.	<b>Warranty:</b>	
8.1	Warranty for the period of 12 months from the date of successful commissioning should be given by the supplier for any material defects and functioning of Mechanical Compactor. Address and contact number of the service center near to Nagpur shall be provided by vendor.	

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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### **Instructions to the Bidders**

1. Bidders shall quote **Total Lump-sum Price** for the entire scope of work in Rupees in VOL II PRICE BID at BHEL E-Procurement Portal. Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void.
2. Bidder shall Quote the Rate in Rs **Including of Supply, Installation, Freight, Insurance & Unloading at Consignee Address.**
3. ~~BHEL has Pre-Fixed the Weightage Factors, w.r.t the total Grand Total Lump-sum Price quoted by the bidder for the subject tender, as detailed above in this chapter for deriving Unit Rate of respective line items. (I.e. By multiplying BHEL pre-fixed the respective Weightages / Factor 'X' and Grand Total Lump-sum Price quoted by the bidder, rounding off to two decimal place).~~
4. Total amount thus derived shall be rounded off **to two decimal places**.
5. **Grand Total amount for the work shall be derived by BHEL by summing up respective total amounts rounding off to zero.**
6. ~~**Bidders to note that this, is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per SI No. 2 above.**~~
7. For the convenience of bidders, BHEL has issued an excel sheet '**Excel Sheet For Calculation Purpose Only**' with all the requisite formulae as described above. **However the referred excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Procurement Portal.**
8. PVC: Not Applicable.
9. No MSE Benefit except Payment Timeline and PQR Relaxation.
10. Technical Pre-Qualification Qualification: Revised PQR has been mentioned in the PQR column which shall be complied strictly to be qualified.
11. Other Clarifications:
  - i) Volume-C-Technical Specifications attached with Vol-IA-NIT
  - ii) Volume-D already available with Published Bid in Tender Document (Work Item Documents)