NOTICE INVITING OPEN TENDER FOR WORK OF "REHEATER REPLACEMENT (INCLUDING ITS TESTING AND COMMISSIONING) & CAPITAL OVERHAULING OF BOILER FOR UNIT#5, 210 MW AT GGSSTP RUPNAGAR."

NOTICE INVITING E-TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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Ref.: TENDER NO.: CHD/OT/ROPAR-5/COH-BOILER-REHEATER/26_041 **DATE: 14/10/2026**

To

Dear Sir/Madam

SUBJECT: NOTICE INVITING OPEN E-TENDER FOR "REHEATER REPLACEMENT (INCLUDING ITS TESTING AND COMMISSIONING) & CAPITAL OVERHAULING OF BOILER FOR UNIT#5, 210 MW AT GGSSTP RUPNAGAR"

Sealed offers in two-part bid system (National competitive bidding (NCB) are invited from reputed & experienced bidders (meeting PRE-QUALIFICATION CRITERIA as mentioned in **Annexure-A1** for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 **Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	**TENDER NUMBER**	**CHD/OT/ROPAR-5/COH-BOILER-REHEATER/26_041**
ii	**BROAD SCOPE OF JOB**	**NOTICE INVITING OPEN E-TENDER FOR "REHEATER REPLACEMENT (INCLUDING ITS TESTING AND COMMISSIONING) & CAPITAL OVERHAULING OF BOILER FOR UNIT#5, 210 MW AT GGSSTP RUPNAGAR"**
iii	**DETAILS OF BID DOCUMENT**	Scope of Work with Special T&C, GSCC (REV) for SAS jobs, HSE Plan for Sub-contractor, Bid Terms & Conditions & Forms and Procedures, PQR etc.
iv	**Issue of Tender Documents**	Tender documents will be available for downloading from BHEL eProcurement portal (https://eprocurebhel.co.in) till due date of submission.
v	**DUE DATE & TIME OF OFFER SUBMISSION**	**Date: 24/10/2026, Time: 12:00 hrs** Place : on https://eprocurebhel.co.in
vi	**OPENING OF TENDER**	**Date: 24/10/2026, Time: 15:00 hrs** Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2~~) Bidder may depute representative to witness the opening of tender~~. For e-Tender, Bidder may witness the opening of tender through eProcurement portal only
vii	**EMD AMOUNT**	**Rs. 2.0 Lakhs**
viii	**LAST DATE FOR SEEKING CLARIFICATION**	*Along with soft version also, addressing to contact address given below;* ***1) Name: RAM MANOHAR CHANDRA*** *Designation: Sr. Manager, Deptt: RSC-NOIDA* *Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301* *Phone: (Landline/Mobile) 0120 – 2416440/8800922551* *Email : rmchandra@bhel.in* *2)* ***Name: ANIL KUMAR SINGH*** *Designation: Sr. DGM (RSM/NOIDA) Deptt: RSC-NOIDA* *Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301* *Phone: (Landline/Mobile) 0120-2416413-6413/9721455028* *Email : anil.k@bhel.in*

ix	**SCHEDULE OF Pre Bid Discussion (PBD)**	*Not applicable*
x	**INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)**	*Applicable* *In case of any complaints arising out of the tendering process, the matter may be referred to any of the below e-mail IDs.* *iem 1 @bhel.in ; iem2@bhel.in iem3@bhel.in* *As on date, the positions of Independent External Monitors (IEMs) are vacant in the Company. As and when the IEMs join based on due approval of the Competent Authority,any complaint(s) received will be shared with the IEMs."*
xi	**Latest updates**	*Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted on BHEL eProcurement portal (https://eprocurebhel.co.in)*
xii	**Evaluation of currency for this bid**	*Indian Rupees (INR)*
xiii	**Note:**	**i) Tender Shall Comprise of 2 (Two) Parts: Separate Work order will be issued for each part as per percentages (%) of QV mentioned in Rate Schedule.** **PART A - CAPITAL/ MAJOR OVERHAULING OF BOILER, AIR-PRE-HEATER & LT'S AUXILIARIES FOR UNIT#5, 210 MW AT GGSSTP RUPNAGAR.** **PART B - DISMANTLING, ERECTION (REPLACEMENT OF EXISTING REHEATER) TESTING & COMMISSIONING OF COMPLETE REHEATER FOR UNIT#5, 210 MW AT GGSSTP RUPNAGAR.** ***ii) Tentative Schedule for Start of Work: 1ST Jan 2027***

2.0 The offer shall be submitted as per the instructions of bid document and as detailed in NIT and as per as per Scope of work (Annexure-A) and terms and conditions enclosed and GSCC(REV). ~~Bidders to note specifically that all pages of bid document, including these instruction to bidder pages of this particular bid together with subsequent correspondences shall be submitted by them, duly signed and stamped, 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 **EMD: EMD shall be Rs. 2.0 Lakhs for subject Tender (Exempted for MSE bidders)**

Unless specifically stated otherwise, bidder shall deposit EMD as stated above:

For Electronic Fund Transfer the details are as below-:

a) Name of the Beneficiary -: Bharat Heavy Electricals Limited

b) Bank Particulars

i). Bank Name -: STATE BANK OF INDIA
ii). Bank Telephone No. (with STD code)-: 011-23475566
iii). Branch Address-: CAG II BRANCH, NEW DELHI 4 th & 5th FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
iv). Bank Fax No. (with STD code) -: 011-23475566
v). Branch Code -: 17313
vi). 9 Digit MICR Code of the Bank Branch -: 110002562
vii). Bank Account Number -: 10813608647
viii). Bank Account Type -: CASH CREDIT
ix). 11 Digit IFSC Code of Beneficiary Branch-: SBIN0017313

(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.)

4.0 **Procedure for Submission of Tenders:** 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 referred NIT Clause. Alternatively, documentary evidence for claiming exemption relevant clause 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.
- iii. 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.
- iv. 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.
- v. 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**)

The contact details of the service provider are given below:

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

0120-4001 002, 0120-4001 005 & 0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support - Technical - support-eproc@nic.in

Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

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 as given below:

Sl. No.	Name	Website Link
1	**GNFC**	www.ncodesolutions.com

2	**e-Mudhra**	http://www.e-Mudhra.com
3	**Safescrypt**	www.safescrypt.com

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

5.0 Deviation with respect to bid clauses and additional clauses/suggestions in Techno-commercial bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

6.0 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 bid wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.

7.0 Since the job shall be executed at site**,** bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this bid. 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.

8.0 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, 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.

9.0 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 bid documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

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

11.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this bid documents 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 the bid documents, 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.

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

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

14.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**") for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.

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

16.0 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.

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

18.0 Consortium Bidding (or Technical Tie up) - **Not Applicable**

19.0 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.

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

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

22.0 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 on "**supplier registration page**".

23.0 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.

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

24.1.1 **Commitment by BHEL:**

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

24.1.2 **Commitment by Bidder/ Supplier/ Contractor:**

(i) The bidder/ supplier/ contractor commits 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 and / or under applicable legal provisions.

25.0 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	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 – 2) 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 GEM 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.

b) MSEs shall be exempted from payment of tender fee if applicable.

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

d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

26.0 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.

27.0 **PREFERENCE TO MAKE IN INDIA:**

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 I 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 instruction to bidder, the same shall be applicable even if issued after issue of this bid, but before opening of Part-II bids against this bid.

27.1 **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 per cent 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 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 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.

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:

1. The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-11.
2. Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

28.0 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.

29.0 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.

30.0 Conflict of Interest: Bidders having a conflict of interest shall not be eligible to participate in the tender process. All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder

31.0 Bidder has to comply with the following in line with Information Security Policy of BHEL PSNR, Noida. To maintain confidentiality of documents & information which shall be used during the execution of the Contract. The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

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- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

32.0 Successful Bidder will be required to ensure that payment made to their workers/staff/sub-vendors, etc. should be in electronic mode only through direct transfer/NEFT/RTGS to their respective bank accounts.

33.0 Bidder shall ensure compliance to all statutory requirements including but not limited to EPF deposition, Labour Licence, Insurance under applicable WC act & ESI failing which shall be liable for penal action as deemed by relevant act.

34.0 The Bidder has to ensure that the staff/ workmen deployed for execution of work uses necessary safety appliances. Surprise checks shall be done by BHEL and in case of non-compliance of above penalty shall be imposed as per BHEL Policy. Code for Health, Safety and Environment plan for site operation by subcontractor "at BHEL-PSNR- Sites" as detailed in vide document no. HSEP: 14 REV:02 dated 17.01.2023 (copy enclosed) will have to be accepted by the Bidder.

35.0 Successful Bidder will have to **submit Security deposit of 10% of the Contract Value (Contract value means amount allocated for respective Works)**. The security Deposit should be furnished before start of the work by the contractor. In case of SAS Jobs, Work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of 100% Security Deposit from 1st RA Bill.

36.0 Successful Bidder will have to **mobilize site within 7 days from** the issue of the letter of award/ work order/work instruction from RSC/Projects Dept.

37.0 **Time period for completion of job shall be as following:**

PART A – Forty-five (45) days (From the start of work after cooling down of boiler to working temperature to the date of final hydraulic test of boiler)

PART B – Forty-five (45) days (From the start of work after cooling down of boiler to working temperature to the date of final hydraulic test of Reheater)

38.0 Defect Liability period shall be as follows:
Part-A: shall be 30 days from the date of Successful Synchronization of the Unit.

Part-B: shall be 12 Months from the date of taking over of the Unit by Customer

39.0 PQR shall be as per **Annexure-A1** and Financial Terms of Bid i.e. Taxes and Duties, Payment terms, Bonus clause, PVC, ORC, LD/ Penalty shall be as per **Annexure-A2.**

40.0 Bidder has to quote total Lumpsum (LS) price for the entire scope of work as per Annexure-A3 (inclusive of all consumables, input materials and supervision) and Excluding GST. Optional works if any, shall be awarded and executed as per Site requirement and as per % allotted BOQ.

41.0 Even though offer has been given for a particular unit, it is valid for any Unit of same rating in the same Power House, provided there is no change in activities listed in scope of work

42.0 Grievance Redressal Mechanism

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company. Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.

2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: https://suvidha.bhel.in/suvidha/. Responses will be provided in accordance with the defined escalation matrix."

43.0 In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform ((i.e RXIL, MI xchange, Invoicemart, KReDX, C2FO), authorised by the Reserve Bank of India. Such MSME suppliers to select their preferred TReDS platform before award of contract so that the data is captured in the Order /Contract database of the Unit.

They also will have the option to change the TReDS platform from the drop down menu on Suvidha portal of BHEL, at the time of invoice submission. Wherever the Trade Receivable is accepted by BHEL, the same shall be validated by the Unit on the respective TReDS platform selected by the supplier.

The routing of invoices through the TReDS platform shall not be construed as mandating discounting of such invoices and the MSMEs supplier shall have the option to avail or not avail financing or discounting of its receivables on the TReDS platform.

In case discounting is not availed by the supplier on TReDS, the trade receivables will be paid through TReDS as per the payment timelines indicated in the contract.

44.0 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

	IEM	Email
1.	Dr. Sarat Kumar Acharya, Ex-CMD, NCC	iem 1 @bhel.in

2.	Shri R. Mukundan, IRPS (Retd.)	iem2@bhel.in
3.	Shri Madan Lal Meena, IAS (Retd.)	iem3@bhel.in

(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 the panel of IEMs. 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 in the NIT:

45.0 Order of Precedence:

In the event of any ambiguity or conflict between the bid documents, the order of precedence shall be in the order below:

a) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the bid documents by BHEL
b) NIT
c) Annexure-A Scope of work & Its Annexures
d) GSCC (REV) for SAS Jobs
e) HSE Plan
f) Forms and Procedures

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

Sr. Manager / (SAS-NOIDA)

<u>Enclosure:</u>

(i) Annexure-A: Scope of Work
(ii) Annexure-A1: Pre Qualifying Requirements
(iii) Annexure-A2: Financial terms & conditions of NIT
(iv) Annexure-B: Check List & Forms and Formats
(v) Annexure-C: Un Price Bid Format
(vi) GSCC(REV) &HSE Plan for Sub-Contractor
(vii) Other Tender documents as per this NIT (if any).

	PRE-QUALIFICATION REQUIREMENTS
JOB	**REHEATER REPLACEMENT (INCLUDING ITS TESTING AND COMMISSIONING) & CAPITAL OVERHAULING OF BOILER FOR UNIT#5, 210 MW AT GGSSTP RUPNAGAR.**
S. No.	**NAME AND DESCRIPTION OF PRE-QUALIFICATION CRITERIA**
A	Submission of Integrity Pact duly signed. **(APPLICABLE)**
B	**PRE-QUALIFICATION CRITERIA- TECHNICAL (APPLICABLE)**
	Bidder who wish to participate should have executed* at least **one similar Work in last 7 (Seven) years,** from latest due date of bid submission. The term '**Similar work'** mentioned above means: - **a) ****Capital / Major Overhaul **&** Replacement/ Modification/ Renovation work of Pressure parts or water walls panels or Power Cycle Piping replacement of Boiler, of not less than 190 MW. **"OR"** **b)** Major work of Replacement/ Modification/Renovation in Pressure parts or in water wall panels or in Power Cycle Piping of Boiler of not less than 190 MW. **"OR"** **c)** Erection of Boiler/ R&M of Boiler of not less than 190 MW. **Notes for PRE-QUALIFICATION CRITERIA 'B': -** ******Separate work order for Capital/ Major overhauling of Boiler**&** Replacement/modification/ renovation work in Pressure parts or in water wall panels or in Power Cycle Piping of Boiler can also be considered for evaluation purpose in serial "**a**" above. 1. Relevant supporting documents i.e. Work order copy & work completion certificates / Protocols / MOM issued from OEM/OED companies/ PSU's / State or Power Generating Utility Owners / Principal Employers are only acceptable. 2. The word **executed** means: "The bidder should have completed the work up to **Hydraulic test**. In case of multiple units power project contract. (First Unit Hydraulic Test date shall be considered for evaluation) even if the contract has not been completed or closed. In case, Hydraulic Test date is not available in any of the case, Work Completion Date shall be considered for evaluation. 3. Routine/ Daily/Annual Maintenance of complete Power House works Contracts (AMC) shall not be considered as similar works. *Note: -* *1. This is to clarify that to meet Technical Qualification criteria, either credentials for (a) OR (b) OR (c) to be submitted.* *2. ("/") mentioned in Technical Qualification criteria is to be interpreted as **"OR"***
C	**PRE-QUALIFICATION CRITERIA- FINANCIAL (APPLICABLE)**
C.1	**TURNOVER:** Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 61.80 Lakhs or more** over last three Financial Years (FY) i.e. (2023-24, 2024-25, 2025-26).

	Bidder to submit Audited Balance Sheet and Profit and Loss Account for the three years as indicated against 'C-1' above along with all annexures. In case audited financial statements have not been submitted for all three years as indicated above, then the applicable audited Statements submitted by the bidders against the requisite three years, 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 a Chartered Accountant. ***Financial statements (Audited Balance sheet and Profit & Loss accounts) to be submitted must have UDIN. i.e. Unique Document Identification No. generated from the UDIN Portal of the Institute of Chartered Accountants of India.***
C.2	**NET WORTH:** Net Worth (Only in case of companies) of the bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished above. Net worth = Paid up share capital + Reserves.
C.3	**PROFIT:** Bidder must have earned profit in any one of the last three financial years as applicable i.e. (2023-24, 2024-25 & 2025-26). Bidders to submit audited Balance Sheet and Profit & Loss Statement for the year as supporting documents. Note: Profit shall be 'PBT' earned during any one year of last three Financial years as mentioned in 'C.3' above.
C.4	Bidder must not be under Bankruptcy Code Proceedings (IBC) as on date by NCLT/ other related local authority or under liquidation/BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking as per annexure enclosed with NIT to this effect.
D	Consideration of offer will be subject to **PSPCL/ Customer's approval** of Bidder during tendering. **(APPLICABLE)**
E	**Price Bid Opening (APPLICALE)** Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to D
F	Consortium or JV criteria **(NOT APPLICALE)**
G	**Common Explanatory Notes:**
	Completion date for achievement of the technical criteria specified should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of BID Submission" For Example work completion on 01.01.2014 shall be considered even if latest date of bid submission is20.03.2021. MW means Megawatts. **Boiler Means:** - Vertical Boiler consisting of "Pressure Parts", Structure and "Power cycle Piping of same/different units of same rating. **Pressure Parts Means:** - Economiser, LTSH, Superheater coils, Reheater coils etc. **Power cycle Piping:** -Means Main Steam, Hot Reheat, Cold Reheat & HP Bypass pipelines..

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

Credentials submitted by the bidder against “PRE-QUALIFYING CRITERIA” shall be verified for their authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

FINANCIAL TERMS & CONDITIONS OF NIT

1) Terms of Payment: -

The payment terms clauses outlined below shall apply independently to Part-A (COH of Boiler) and Part-B (RH - Replacement).

Payments to Contractor is to be made in any one of the following forms for each **Part-A and Part-B**: -

If not mentioned otherwise in the notice inviting tender, payment will be made up to a total 90 % of CV against three progressive bills of 30 % each submitted by the contractor in quadruplicated mentioning the allotted and completed percentages of the activities. On the basis of completed measurement of work done, the bills will be verified by BHEL Site Engineer and certified by BHEL Resident Engineer to arrange payment.

For Part-A: - RAB-3 for 30% (Totalling 90%) will be due subject to completion of Hydraulic Test of the Boiler.

For Part-B: - RAB-3 for 30% (Totalling 90%) will be due only after Hydraulic Test of the Reheater.

Final Payment: -

For Part-A: Balance 10 % of CV for Mandatory works & 100 % of the amount as per actual executed under Optional works shall be payable after completion of Synchronization of the Unit and after submission of final overhauling report.

For Part-B: Balance 10 % of CV for Mandatory works shall be payable after completion of performance guarantee Test and against submission of BG of Equivalent value with validity till the end of Warranty/ Defect Liability Period for the respective Unit and after submission of final report.

Final bills, upon completion of work, shall be submitted along with following:

i) 'No Claim Certificate' by Contractor as per GSCC.
ii) Clearance certificates wherever applicable viz. Clearance Certificates from Customer, various Statutory Authorities like Labour department, PF Authorities, Commercial Tax Department etc. if applicable.
iii) Indemnity Bond as per prescribed format.
iv) BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL.

All payments are subject to statutory deductions like Income Tax TDS, GST TDS etc. as per extant provisions and rules applicable at source or as per Central Government Laws. No request for advance payment will be entertained by BHEL. BHEL reserves the right to withhold payment in case terms and conditions as per contract are not fulfilled by the contractor.

Note: -
a) No Interest shall be payable to Contractor on delayed payments.
b) Payments shall be made according to the extent of work done as per measurements taken up and in line with the terms of payments described in the Tender documents.
c) Recoveries on account of electricity, water, statutory deductions etc. are made as per terms of contract.

In respect of procurement of goods or services from Micro, Small and Medium enterprises (MSMEs), the settlement of invoice shall be only through any of the TReDS platform authorised by the Reserve Bank of India.

Payment shall be released within 45 days for MSE, 60 days for Medium and 90 Days for General Category bidders on the basis of complete measurement of work done, the bills will be verified by BHEL Site
Engineer and certified by BHEL Resident Engineer to arrange payment.

In order to facilitate part payment, BHEL at its discretion may further split the contracted rates/percentages to suit site conditions, cash flow requirements according to the progress of work. subject to following:

a. Provided no 'part' payment is recommended till 25% of work in the item rate is executed.
b. Payment of item rate to be made in not more than three instalments, last stage payment to be not lower than 20% of the item rate.

2) Liquidated Damages / Penalty for delay:

The Penalty/ L.D. for delay clauses as detailed below is proposed & shall be applicable separately on each Part i.e**. Part-A and Part-B.**

After the completion of work, duly certified by Engineer Incharge, a comprehensive delay analysis shall be carried out to ascertain the attribution of delays in the provisional time extensions granted to contractor. The delay analysis shall record:

a) Delays solely attributable to contractor
b) Delays attributable to BHEL
c) Delays on account of Force Majeure (as specified elsewhere in the contract)

The total period under the final time extension shall be equal to the period between the scheduled date of completion and the actual date of completion of contract. LD shall be imposed/ levied for the portion of time extensions solely attributable to contractor and recoverable from the dues payable to the contractor.

For the periods, wherein the delay as per the comprehensive delay analysis carried out is solely attributable to contractor, **BHEL shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value, per day of delay or part thereof subject to a maximum of 10% of the contract value.**

Contract Value for this purpose, shall be the final executed value exclusive of ORC, Extra Works executed on Man-day rate basis, Supplementary/ Additional Items and PVC. Before levying LD, the contractor shall be duly intimated the amount and reasons thereof for imposition of LD.

Note: The penalty on account of safety violations/deductions of any kind, if any is deducted from BHEL Invoice by Customer, the same shall be deducted from vendors bill which shall be over and above the applicable LD/Penalty for delay.

3) TAXES & DUTIES:

3.1	The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.
3.2	**GST (Goods and Services Tax)**
3.2.1	GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
3.2.2	The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
3.2.3	Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than 9one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
3.2.4	Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
3.2.5	Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
3.2.6	Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
3.2.7	Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

3.2.8	Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: - a) Supply of goods and/or services have been received by BHEL. b) Original Tax Invoice has been submitted to BHEL. c) Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order. d) In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder. e) Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return. f) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor. g) Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL. h) Contractor shall be required to submit an acknowledgment (in the specified format) confirming the receipt of payment in cases where amount due in respect of invoice(s) raised by the contractor are directly paid by BHEL to the labour / employee(s) of such contractor or any other third party at the request of such contractor.
3.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
3.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
3.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.
3.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
3.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
3.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
3.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
3.2.16	**Variation in Taxes & Duties:** Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only. In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
3.3	**Income Tax:** **TDS/TCS** as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

4.1 Bonus Clause, PVC and ORC: Bonus Clause, PVC and ORC shall not be applicable for subject tender.

4.2 Idling, Demobilization/ Re-mobilization charges shall not be payable in case of occurrence.

5. Defect Liability Period: Sub-contractor will attend to any defect(s) free of cost within a period mentioned below in the specific areas where they have carried out work and the defect has arisen due to poor workmanship or any other reason attributable to vendor.

For Part-A: 30 days from the date of Synchronization of the Unit#5.

For Part-B: 12 Months from the date of taking over of the Unit#5 by Customer.

NOTE: -

1. If any Deduction on the part of non- execution of work during defect liability is done by Customer shall be back to back deducted from vendor along with overheads as applicable.

2. For Any defect reported by customer within defect liability period. Sub-contractor will attend to defect(s) free of cost as per Shutdown. provided by customer. Subcontractor shall provide Comprehensive support as and when required for keeping the Unit to run under defect liability period

3. Subcontractor will not be relieved from its liability even if attended defect (Reported by customer within defect liability period) repeats even after attending of the defect and vendor has to attend to defect(s) free of cost.

6. Security Deposit: - 10% of CV allocated to respective **Part-A and Part-B,** 100% SD amount shall be collected/ deducted at the time of processing of RAB-1, if not paid by the time.

SD amount shall be submitted or collected or deducted for each **Part-A, Part-B & Optional works** separately as below: -

For Part-A: - SD amount for Part-A shall be submitted/collected/ deducted on mandatory SOW portion only, at the time of execution and on submission of Invoice, separately and shall be released after completion of defect liability period.

For Part-B: - SD amount for Part-B shall be submitted/collected/ deducted on mandatory SOW portion only, at the time of execution and on submission of Invoice, separately and shall be released after completion of defect liability period subjected to compliance of performance guarantee.

For Optional works Security deposit shall be collected @10% on executed value and on submission of invoices and shall be released after completion of defect liability period for Part-A.

Security Deposit Refund:
For Part-A: Shall fall due after completion of Defect liability period for Mandatory & Optional works, if executed.
For Part-B: Shall fall due after completion of Defect liability period subjected to compliance of performance guarantee.

7. BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

7.1	In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-
7.2	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
7.3	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
7.4	It shall be the responsibility of the sub-contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
7.5	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
7.6	The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
7.7	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
7.8	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.
Note:	
1	The Gross amount is to be construed as cost of construction in line with the provisions of the BOCW of the BOCW Cess act and in case of compliance by customer by way of deduction at source in line with clause No 3(2) of the act an equitable adjustment to the relatable cost of construction attributable to the bidder shall be made in terms of above.

2	In case compliance by customer by way of deduction at source in line with clause no 3(2) of the act is not resorted to, the compliance of BOCW Cess act shall be ensured by the bidder in line with the provisions of BOCW Cess act in terms of above.
3	The bidder may consider the cost of construction for levy of BOCW Cess inclusive of GST, however, due to whatsoever reason if the GST does not form the cost of construction for levy of aforesaid Cess an equitable adjustment thereof shall be made to the contract price.

Annexure-C

TENDER NO.: CHD/OT/ROPAR-5/COH-BOILER-REHEATER/26_041 **DATE: 12/10/2026**

UN PRICE BID FORMAT

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	HSN / SAC Code	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	9	10	11	12	13
1	**REHEATER REPLACEMENT (INCLUDING ITS TESTING AND COMMISSIONING) & CAPITAL OVERHAULING OF BOILER FOR UNIT#5, 210 MW AT GGSSTP RUPNAGAR.**										
1.01	LUMPSUM (LS) PRICE FOR THE ENTIRE MANDATORY SCOPE OF WORK (ANNEXURE A) **OF BOTH PARTS (PART-A AND PART-B)** INCLUSIVE OF ALL T&P, CONSUMABLES, INPUT MATERIALS AND SUPERVISION)	BLR	1.00	LS		**18.00**	**0.00**	**998717**	**0.000**	**0.000**	INR Zero Only
Total in Figures									0.000	0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only									

Note:

1. Extra work rate on per man-hour basis (inclusive of supervision, T&P, consumable and all other costs) shall be **Rs. 139/- per manhour.**
2. Evaluation of L-1 bidder shall be done exclusive taxes as per Price Quoted in attached Price Sheet on BHEL's e-procurement portal.
3. Evaluation shall be done in Indian Currency (INR). If there is mismatch between price given in figures and in words BHEL shall have right to accept maximum of the two for evaluation, and minimum of the two for award.
4. Bidder has to quote their price in Basic Rate Column as highlighted above.
5. Price has to be quoted for Mandatory SOW only of both parts.
6. Tender is comprised of Two parts and Separate contract shall be issued for each Part. Optional works if any, shall be awarded and executed as per Site requirement and as per % allotted in BOQ.

Bidders are requested to attach the certificates in totality, no extra time is to be allotted for submission of the same.

CHECK LIST FOR PQR

Following documents are to be submitted to fulfill PQR criteria as per Annexure-A1 of NIT		
1	Copy of Work Order/PO as Per PQR Technical Criteria	**Yes/ No**
2	Scope of work of above work order	**Yes/ No**
3	Completion certificate for above Work order	**Yes/ No**
4	Email / Mobile No of Customer for verification of work order	**Yes/ No**
5	Audited Financial statements (Balance sheets and Profit loss accounts) with **UDIN No. for FY (2023-2024, 2024-2025, and 2025-2026).**	**Yes/ No**