

E - TENDER SPECIFICATION

NO: E-Tender: BHE/PW/SAT/MM/01/TMT UNLOADING

FOR

Unloading and stacking of BHEL supplied Reinforcement Steel at BHEL Yard at 1X660 MW MPCGCL Satpura site

VOLUME – IA

TECHNICAL BID

- **Notice Inviting Tender,**
- **Volume-IA : Technical Conditions of Contract-,**
- **Volume-IB : Special conditions of Contract,**
- **Volume-IC : General conditions of Contract**
- **Volume-ID : Forms & Procedures**



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

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Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	Part of Vol-IA-001
NIL	Notice Inviting Tender	Part of Vol-IA-001
I-A	Technical Conditions of Contract	Vol-IA-001
I-B	Special Conditions of Contract	Part of Vol-I-BCD-001
I-C	General Conditions of Contract	Part of Vol-I-BCD-001
I-D	Forms & Procedures	Part of Vol-I-BCD-001
II	Price Bid Specification	Vol-II-001

E-Tender Specification Issue Details

NAME OF THE WORK:

Unloading and stacking of BHEL supplied Reinforcement Steel at BHEL Yard at 1X660 MW MPCGCL Satpura site

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION .

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

001

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Ref: **BHE/PW/SAT//MM/01/TMT UNLOADING**

NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>

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) 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

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/SAT//MM/01/TMT UNLOADING	
ii	Broad Scope of job	Unloading and stacking of BHEL supplied Reinforcement Steel at BHEL Yard at 1X660 MW MPCGCL Satpura site	
iii	DETAILS OF TENDER DOCUMENT		
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	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 06-03-2026 , Time: 10:00 Hrs Closes: 11-03-2026 , Time: 10:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date:11-03-2026 , Time : 10 :00 Hrs • Place: on E-Tender Portal https://eprocurebhel.co.in	Applicable
vi	OPENING OF TENDER (Techno-	Date: 11-03-2026 , Time: 12:00 Hrs (within 2 hours of the latest due date and time of offer	Applicable

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S No.	ISSUE	DESCRIPTION	
	Commercial Bid)	<p><i>submission).</i></p> <p><i>Notes:</i></p> <p><i>(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.</i></p> <p><i>(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.</i></p>	
vii	EMD AMOUNT	<p>Waived OFF</p> <p>Bid Security Declaration to be submitted by bidders</p>	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <p>1) Name: Sandeep Singh RATHORE Designation: Manager Deptt: MM Address: BHEL Satpura Office Mobile-9755420069 Email : srathore@bhel.in</p> <p>2) Name: Pavan Meshram Designation: AGM Deptt: Project Director Address: BHEL Satpura Office Mobile-9425605046 Email : pavanim@bhel.in</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	-	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-	Not Applicable
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.</p>	

- 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 as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

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

(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:**

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: 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:-

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

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

~~**Procedure for Submission of Tenders (To be used in case of Paper bid only):** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:~~

- ~~● PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)~~
- ~~● PART-II (Price Bid) in sealed and superscribed envelope (ENVELOPE-III)~~
- ~~● One set of tender documents shall be retained by the bidder for their reference~~

6.0 ~~The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped) (To be used in case of Paper bid only):**~~

Sl. no.	Description	Remarks
	Part-I A	
	<p>ENVELOPE – I superscribed as: PART-I (TECHNO-COMMERCIAL BID) TENDER NO.: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p> ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/	

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Technical Conditions of Contract – Volume I A (Part I: Contract Specific Details)

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	Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume – I B : Special Conditions of Contract (SCC)	
x. —	Volume – I C : General Conditions of Contract (GCC)	
xi. —	Volume – I D : Forms & Procedures	
xii. —	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

	PART - I B	
	<p><u>ENVELOPE – II superscribed as:</u> PART I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:-</u></p>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	PART - II	
	<p><u>PRICE BID</u> consisting of the following shall be enclosed</p> <p><u>ENVELOPE - III</u> superscribed as: PART - II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING</u></p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	<p><u>ENVELOPE - IV</u> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO:</p>	

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	NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<input type="checkbox"/> Envelopes I <input type="checkbox"/> Envelopes II <input type="checkbox"/> Envelopes III	

- **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 in-complete 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 VOID
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through **e-mail** and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

"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.		
2.		

- ~~(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.~~
- ~~(c) Please refer Section 8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.~~

~~Note:~~

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

~~Details of contact person(s):~~

~~**Name:** (1) P R Chiwarkar/ AGM (Purchase) ————— 2) Shubhangi Tembhurne / Dy Manager (Purchase)
Dept.: Purchase Department
Address: Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001
Phone: (LL/ Mobile) (1) 0712-2858633 ————— 0712-2858742
Email: prchiwarkar@bhel.in ————— shubh@bhel.in
Fax: 0712-2858699~~

- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past

performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one 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.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction: Not Applicable** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on 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."

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 VOID
- ~~24.0 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.~~
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 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.
- 27.0 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".
- 28.0 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.

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

28.1.1 **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.

28.1.2 **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 and / or under applicable legal provisions.

~~29.0 **Micro and Small Enterprises (MSE)**~~

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

Type under MSE	SC/ST owned	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.~~

30.0 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.

31.0 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 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 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:

- (i) *The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.*
- (ii) *Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.*

32.0 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.

33.0 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.

34.0 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.

35.0 Order of Precedence:

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

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)

Enclosure:

- ~~01. Annexure-1: Pre Qualifying Requirements.~~
02. Annexure-2: Check List.
- ~~03. Annexure-3: Certificate by Chartered Accountant~~
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
- ~~07. Annexure-7: Integrity Pact~~
08. Annexure-8: Undertaking for insolvency
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
010. Other Tender documents as per this NIT.
011. Annexure-10: DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)
012. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
013. Annexure 12: Important information.

ANNEXURE - 1

PRE QUALIFYING CRITERIA

NOT APPLICABLE

Format-1

Not Applicable

Format-2

Not Applicable

BHEL PSWR
Notice Inviting Tender

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14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

Certificate by Chartered Accountant on letter head

(applicable upto 31st March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020)

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

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

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5,2006:
Rs.....Lacs
2. ~~For Service Enterprises:~~ Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED Act,2006**:
Rs.....Lacs
3. ~~For Enterprises~~ (having EM II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. ~~For Enterprises~~ (having EM II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

~~The above investment of Rs Lacs is within permissible limit of Rs.....Lacs for Micro / Small/ Medium (Strike off which is not applicable) Category under MSMED Act 2006.~~

Or

~~The enterprise has been graduated upward from its original category (micro/small/medium) (strike off which is not applicable), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

Or

~~The enterprise has been reverse graduated from its original category (micro/small/medium) (strike off which is not applicable), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

BHEL-PSWR

Technical Conditions of Contract –Volume I A (Part I: Contract Specific Details)

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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. { } dt. {.....}

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), 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 honor 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.

BHEL PSWR
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ANNEXURE – 5

Authorization of representative who will participate in the on line 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 – 6

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 POWER SECTOR WESTERN REGION, Nagpur

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 enquiry No. _____ dtd _____

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. as mentioned in the subject tender.

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

BHEL-PSWR

Technical Conditions of Contract – Volume I A (Part I: Contract Specific Details)

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ANNEXURE – 7

INTEGRITY PACT

Not Applicable

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ANNEXURE – 8

UNDERTAKING

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

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:

BHEL PSWR
Notice Inviting Tender

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ANNEXURE-9

DECLARATION

Date: _____

To _____

BHEL, _____

Email: _____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable).

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
.....		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,
(_____)

From: M/s _____

Supplier Code: _____

Address: _____

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ANNEXURE-10

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

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No:,
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.

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ANNEXURE-11

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,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

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

Ref : 1) NIT/Tender Specification No:,
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: 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.

Annexure-12: IMPORTANT INFORMATION

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

Postal Address:

Agm & PD /BHEL Satpura site ,
BHEL Satpura Site office

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

Manager, Email srathore@bhel.in Ph: +91 – 9755420069

Pavan Meshram , pavanim@bhel.in

1. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf
2. All Statutory Requirements as applicable for this project shall be complied with.
3. 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"

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

Clause No. 1.10.3 (iv) 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.

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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".

5. 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) (<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. *In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.*
2. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.*
3. *Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 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, H1 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 H1.*

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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-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.

6. EMD – Waived off
7. SD 1.10 of GCC – Waived Off
8. Retention Amount 2.22 of GCC – Not Applicable
9. Performamance Guarantee 2.24 of GCC– Not Applicable

10. Price Variation Compensation Clause no 2.17 of standard GCC shall not be applicable
11. Overrun compensation clause no. 2.12 of standard GCC shall not be applicable
12. LIQUIDATED DAMAGES/PENALTY: As per clause no. 2.7.9 of GCC with the amended of Liquidated Damage/Penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the contract value.

13. Following Amendment in CI 1.14 EXECUTION OF CONTRACT AGREEMENT of the GCC:

CI 1.14 EXECUTION OF CONTRACT AGREEMENT of the GCC	Amended as
<p>The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.</p> <p>The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.</p>	<p>The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited.</p> <p>The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL.</p> <p>The contract agreement shall be deemed to have come into force from the date of acceptance of LOI by the subcontractor.</p>

Annexure-13 for Bid Security Declaration

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

To,

GM/Purchase
BHEL PSWR
Floor No. 5 & 6, Shree Mohini Complex,
345-Kingsway, Nagpur-440001

Dear Sir/Madam,

Sub: Bid Security Declaration

E-Tender Spec No:

JOB Description :

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

**Signature of the Authorised Signatory
(With Name, Designation and Company seal)**

Place:

Date:

001

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI No	DESCRIPTION	Chapter
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Special Terms and Other Conditions	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	Quality Requirements	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Schedule of Rates and Quantities	Chapter-IX

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I : PROJECT INFORMATION

1.0	Project Information
	<p>1) Purchaser : M/s.MPCGCL</p> <p>Project Title : Unloading and stacking of BHEL supplied Reinforcement Steel at BHEL Yard at 1X660 MW MPCGCL Satpura site</p> <p>1) Railway Station : Betul /Ghoradongri</p> <p>2) Nearest airport : Bhopal/Nagpur</p>

The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data/information as may be necessary shall have to be obtained /collected by the Bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –II: SCOPE OF WORK

The work under the scope of these specifications is broadly as follows.

Receipt, unloading, verifying, shifting, stacking and handling of BHEL supplied Reinforcement Steel at BHEL Yard at 1X660 MW MPCGCL Satpura site

- a) Unloading of all type of consignments directly from trailers by suitable crane (not hydra_ (all to be arranged by the contractor),
- b) Furnishing all T&P (farana (not hydra) with Operator, fuel & consumables, required manpower with supervisor as & when required for unloading) &, in accordance with the stipulations laid down in the contract documents and additional stipulations as may be provide by the engineer during the course of works
- c) Preliminary verification of materials at the time of unloading from the road transport vehicle & reporting immediately any discrepancies like damages and shortages noticed.
- d) Stacking & storing at BHEL yard 1X660 MW MPCGCL Satpura site and submission of stacking/storing records.
- e) General cleaning grass cutting and upkeep of storage yard within quoted rates for unloading, verification & stacking.
- f) Re-handling & restacking of materials as and when required during unloading
- g) Giving all notices, paying all fees, taxes etc., in accordance with the general conditions of contract, that is required for all works including temporary works.

Providing all incidental items not shown or specified but reasonably implied or necessary for the successful completion of the work in accordance with contract

SCHEDULE- 02: COMPLIANCE OF ALL HSE REQUIREMENTS & ARRANGEMENT OF SAFETY ENGINEERS

1. Safety Engineers are to be deployed by the contractor for complete duration of work in consultation with BHEL Site-In-Charge. **Safety Engineer should be qualified .**
2. Bidder has to fulfil all HSE related requirement at site.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter -II: SCOPE OF WORK

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

3.13.1 SPECIAL TERMS AND CONDITIONS:

1. **Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Covid-19 outbreak.**
2. .
3. The bidder shall submit following documents to the BHEL Engineer in charge before starting of the work at site: -
 - a) Valid labour license of total Nos. of labours.
 - b) Valid labour Insurance policy to cover all the workers.
 - The Contractor shall necessarily take Workmen Compensation Policy and if required Third Party Liability Policy shall be taken by bidder.
 - Bidder shall obtain insurance policy under group personal accident policy & workmens compensation policy.
 - c) **Medical Fitness Certificate of each worker issued by registered medical practitioner if required.**
 - d) A photocopy of employment card issued to each worker as per format prescribed in factory rules.
 - e) List of safety appliance provided by the contractor to their workers with receipt.
 - f) Valid test certificate issued by competent authority as per factory rules for the T&P (like pulling / lifting devices, slings, machines etc.) to be utilized at site.
 - g) List of personnel's and workers deputed / deployed along with their full address proof, Police verification
etc., shall be get done of his workers by the contractor.
 - h) Submission of Indemnity Bond.
Subcontractor should assure that the repair of the equipment covered in the scope of this offer will be conducted with the best of skills and know how available with Subcontractor and in conformance with the clearances and adjustments set forth in manufacture's drawing instruments and other information's furnished to Subcontractor.
4. Bidder shall visit site well in advance for identification & to ensure availability of required special T&P as well as other infrastructure required.
5. **During execution of site it may be required to close the site temporarily, In this case De-Mobilization & Re mobilization charges shall not be payable.**
6. All consumables required for the work will be bidder's scope.
7. The various setting, clearances, adjustments and benchmarks will be restored to the extent possible during rectification to the condition as per the erection and commissioning log sheets available with customer. If however we are not able to produce erection / commissioning log sheets, efforts will be made to attend the best possible parameter or the conditions as observed at the time of dismantling of the equipment in consultation with us.
8. Subcontractor must prepare PERT CHART/BAR CHART. Daily monitoring will be done jointly and log sheets of important activities should be noted down and signed jointly.
9. Daily work planning, scheduling & reviewing of work will be done by the party every morning & evening and programme must be submitted on daily basis to EIC. Party also to submit the progress exception report.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

10. All the works shall be carried out as per the instructions and to the satisfaction of the Engineer In-charge.
11. The contractor will attend contributory to faulty and poor workmanship during work
12. Round the clock working under expert supervision shall be ensured by the contractor deploying two equal parallel strength of groups in 12 hrs(if required). so as to complete the work in stipulated period or earlier.
13. It is the responsibility of contractor to keep the plant, equipment, machinery and surrounding area clean.
14. The names of working persons like Site in-charge, supervisors, foreman, main fitters to be deployed during the job with full details has to be submitted stating their area of work and experience and specialization of the work to site in-charge before the start of work. BHEL may ask to change/delete the person not found suitable for the work at any point of time during execution of job. For any addition and deletion of the working person prior permission from BHEL shall be taken.
15. Subcontractor has to ensure that all the key persons must continue till completion of work
16. **Mobilization of full-strength manpower and T&P shall be done immediately within 03 days after receipt of LOI or as per Intimation from BHEL.**
17. Work distribution sheet for all the workers/supervisors deployed shall be submitted to BHEL one day in advance on daily basis.
18. Subcontractor should mobilize additional resources such as plant, equipment's, material as may be required by site in-charge to improve the progress of the work if the progress of the work is not satisfactory.
19. Subcontractor should get registered under relevant sales tax and or work contract Act (VAT) where the jobs are executed.
20. Party has to quote lump sum rate for all activities mentioned in the price bid as the actual quantities may vary during work for which the contractor is not permitted to raise any dispute or claims. Items mentioned as optional will be taken up depending on condition, availability of spares and requirement.
21. One administrative personnel to control the resources and attendance of the workers to be ensured.
22. Free electricity shall be provided by customer but duties if any as applicable shall be paid by contractor.
23. If the duration of work continues beyond stipulated period due to any reason, no claim for compensation will be entertained.
24. The work details are brief & for Subcontractor knowledge only. Subcontractor will have to do all the related works as per requirement.
25. The contractor will be responsible to pay the damages to the property of Board or individual caused by his worker during the course of contract. If the contractor fails to pay the same it will be recovered from his bill.
26. No compensation claimed for idle labor for any reason will be entertained by BHEL.
27. All general tools and plants for execution of the work will have to be arranged/ maintained by the contractor at his own cost & risk.
28. In normal course, the interpretation of the under signed on any matter or decision given by him on any disputable points will be final and binding on the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

29. Successful bidder is to obtain labor license before the start of the work if required.
30. Successful bidder is to obtain necessary “No Dues” certificate before de-mobilization from site.
31. Successful bidder has to arrange Site mobile recharge till the site closing.
32. Contractor shall arrange vehicle for his manpower transportation.
33. Contractor shall clean the surrounding working area within three days immediately after completion of work.
34. Transportation of material required during work from bhel yard/office shop to site is in the scope of bidder. (Mobile crane/ hydra and trailer with operator for transporting, / loading/ Unloading of materials from and to customer & bhel store shall be provided by Contractor)
35. **Sufficient Halogen Lamps shall be in the scope of bidder.**
36. **Bidder has to fulfil all HSE related requirement at site.**

NOTE:

1. The specific (minor) work which is not mentioned in the scope of work but required to be carried out for completion of subject work is in the bidder’s scope.
2. Decision of BHEL site in charge regarding interpretation of the scope of work shall be final.

3.2. LIAISON WITH ALL STATUTORY AUTHORITIES:

- a) Compliance of statutory provisions, whether mentioned in this contract or not shall be binding on the contractor.
- b) If there is any change in labour laws after the contract has been awarded, then the new law shall automatically be binding on the contractor.
- c) No additional financial compensation shall be paid by BHEL to the contractor on account of increased expenditure caused by a) and b) above.
- d) Liasoning with local commercial tax dept. to obtain Coml. Tax exemption certificate.
- e) **Contractor has to obtain Inter State Migrant Workmen Certificate/License as applicable.**

3.3 PAYMENT TO WORKERS:

- a) Payment to workers shall be done in the presence of BHEL representative or through bank account only.
- b) The contractor shall intimate the day of payment at least three days in advance in writing along with copy of the pay sheet and attendance cards.
- c) All workmen shall be covered by PF Rules irrespective of their period of employment.
- d) Payment shall be made inside the plant premises and during office hours.

3.4 SUBMISSION OF DOCUMENTS:

The contractor shall submit following documents at appropriate time either before or during the execution of the work and as directed by Site in-Charge.

1. Test certificates of and Lifting machines and appliances.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

2. Details of workers to be deployed with name, address, category.
3. Details of supervisory staff to be deployed.
4. Authorization for receipt of materials and for signing of Measurement Books etc,
5. Labour license specific to the contract.
6. List of T&P brought into plant premises along with their serial numbers and dates/years of purchase.
7. All the Staff/Workers deputed for the Job should have Insurance Cover and document in this regard should be submitted along with 1st RA Bill.
8. List of consumables brought into plant premises along with their serial numbers and dates/years of purchase, along with test certificates wherever applicable.
9. Insurance policy for the workers to be deployed in this contract.
10. Safety undertaking.
11. Copy of ESI certificate to be furnished.
12. Proof of Payment of GST.

(Sl.No.11 to 12 are required before final bill is processed).

The contractor shall submit following documents in report form within 15 days from completion of work is completed:

- Details of work executed.
- Measurements against different schedules in compiled form.
- Material issue details.
- Material consumption details.
- Material returns details.
- Details of retrenchment benefits given to workmen.
- Details of issue of PF slip to workmen.
- Details of settlement of accident benefits if any to workmen
- Copies of pay sheets to workmen.
- Details and proof of remittance of PF to workmen ().
- No dues clearance from different stores of customer
- Valid labour license(if required)

Note: - In addition to above bidder has to follow other condition of labor law & HR terms & condition as provided by MPPGCL.

3.5 Statutory Inspection

Please refer General and Special Conditions of Contract. In addition to it the scope includes getting the approvals from the statutory authorities (like IBR, smoke nuisance inspector, anti-pollution authorities, labour officials). This includes arranging for inspection visits of such authorities periodically as per requirement, submitting documents etc. and payment of fees connected with it.

3.6 Safety:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

Contractor should engage at least One Qualified Engineer in during the contract period. Strict Safety measures have to be followed at Site. Contractor shall also adhere to all the safety provisions of our customer. In case violation of any provision at site fine of Rs.500/- to Rs.2000/- at the discretion of our site in-charge shall be imposed for each of such occasion and shall be recoverable from the contractor's bill.

1. The contractor should ensure the use of 24-volt hand lamps and 24-volt transformer by his workers. The all electrical gadgets shall have plug top & proper earthing.
2. All T&P like pulling and lifting machine, chain pulley blocks, slings, D-shackles should be maintained in proper working condition. Necessary test certificate has to be submitted by contractor for lifting tools & tackles.
3. The contractor shall be fully responsible for the safety of his workers.
4. The Use of ISI mark safety helmet, ISI mark safety shoes, Goggles, hand gloves, ear plugs and nose mask is a must. In addition to this, a full body (safety) harness, face shield must be provided to workers carrying out work at height & cutting/ welding/ grinding respectively. Gas cutting set with flash back arrester etc. should be provided by the contractor and should ensure the use of these safety equipment's, all PPE by his worker while working.
5. The contractor shall be solely responsible for the safety of his workers & employees. The contractor must ensure that the persons working in specialised nature jobs/ skilled jobs/ working with the welding machines, grinders, cutting set & other special T&P shall be having experience & expertise to perform that job. Contractor should engage physically and mentally fit manpower. The electrical connection / repair jobs shall be done only by the electricians.
8. The contractor shall ensure that prior to start of work all his workers shall get the safety training.
9. The contractor shall also take care for the safety of the equipments & persons working in the vicinity.
10. Customer at its own discretion may decide to recheck / retest some or all of the T&P / machines of the contractor inside the plant premises.
11. The helmets, safety shoes and safety belts issued by the contractor shall be conforming to relevant IS standards.
12. The contractor shall maintain the first aid box at site.

13. PROVISION OF PPEs

- Personnel Protective Equipment (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured
- The following matrix recommends usage of minimum PPEs against the respective job.

Sl.NO	Type of Work	PPEs
1	Concrete and asphalt mixing	Nose mask ,hand glove ,apron and gum boot
2	Welders/Grinders/Gas cutters	Welding/face screen, apron, hand gloves, nose mask and ear muffs if noise level exceeds 90dB. Helmet fitted with welding shield is preferred for welders
3	Stone /concrete breakers	Ear muffs, safety goggles, hand gloves
4	Electrical Work	Rubber hand glove, Electrical Resistance shoes
5	Insulation Work	Respiratory mask, Hand glove, safety goggles

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6	Work at height	Double lanyard full body harness, fall arrestor (specific cases)
7	Grit/Sand blasting	Blast suit, blast helmet, respirator, leather gloves
8	Painting	Plastic glove, Respirators (particularly for spray painting)
9	Radiography	As per BARC guidelines

- The PPEs shall conform to the relevant standards as below and bear ISI mark.

Relevant is-codes for personal protection

IS:2925-1984	Industrial safety Helmets
IS:4770-1968	Rubber gloves for electrical purpose.
IS:6994-1973(Part-I)	Industrial safety Gloves(Leather & Cotton Gloves)
IS:1989-1986	Leather Safety boots and shoes.
IS:5557-1969	Industrial and safety rubber knee boots.
IS:6519-1971	Code of practice for selections care and repair of Safety foot wear.
IS:11226-1985	Leather Safety footwear having direct molding sole.
IS:5983-1978	Eye protectors.
IS:9167-1979	Eye protectors.
IS:1179-1967	Eye & face protection during welding
IS:3521-1983	Industrial Safety Belt and Harness
IS:8519-1977	Guide for selection of industrial Safety equipment for body protection
IS:9473-2002,14166-1994, 14746-1999	Respiratory Protective Devices

The list is not exhaustive. The safety officer may demand additional PPEs based on specific requirement.

NOTE: All employee of vendor should wear company uniform along with company logo at work place.

3.7 Important Safety Conditions:-Agency has to ensure utmost safety at all associated workplace/s. Penalty for non-compliance of safety rules each time.

- i. Non using safety shoes per person per occasion - Rs.1000
- ii. Non using safety helmet per person per occasion - Rs.1000
- iii. Non using safety belt per person per occasion - Rs.1000

Note: - In addition to above bidder has to follow NSPCL general safety rules/norms.

3.8 OTHER TERMS AND CONDITIONS

- ~~1.0 Successful bidder has to extend manpower assistance for minor cleaning/scrapping, etc.~~
- ~~2.0 A copy of tender document with each page duly signed and stamped shall be submitted along with your offer as a token of your unconditional acceptance to this tender condition. Also any deviation to the tender conditions shall be submitted in a separate paper duly signed by the bidder, any overwriting / correction by the bidder on the tender will not be recognized and the offer may be rejected on this ground.~~

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter –III: SPECIAL TERMS AND CONDITIONS

4. General and special conditions of contract' enclosed herewith will be fully applicable, except otherwise stated in this enquiry. In case of any conflict, the conditions specified in this enquiry letter will prevail over that of the 'General and special conditions of contract'.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

4.0 LIST OF MANPOWER REQUIRED

Sl.No	Manpower	Category	No. of Persons
1.	Site-in charge	Highly Skilled	1
2.	Safety super visor	Skilled	1
3.	rigger	Semi Skilled	2
4.	Hepler	Un-Skilled	4

This is an indicative list; the sub-contractor shall deploy adequate manpower to carry out the work round the clock and as per requirement of the site during execution of the Job.

Note: Site in-charge should be qualified Engineer, B.E. (Mechanical) and all the supervisors should have diploma in engineering.

Successful bidder has to arrange suitable mobile communication facility for BHEL site-in charge

4.1 Man power & T&P:

1. Adequate manpower along with T&P should be deployed at site. All the T&P required for the work shall be arranged by the contractor and all T&P should reach the site immediately as per instruction of BHEL engineer . All the measuring instruments shall be duly tested / calibrated and valid certificate to that effect should be submitted to our Site In-charge before start of the work.
2. A deployment plan along with experience and name of the Site In-charge, Engineers, Supervisors, Foreman and main technicians to be submitted on per shift basis.

4.2 LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR

Tools and Plants:

All the tools and plants required for execution of the above work are in contractor's scope.

LIST OF T&P TO BE PROVIDED BY BHEL FREE OF HIRE CHARGES ON SHARING BASIS:

BHEL shall not provide any T&Ps for this scope of work.

All T&Ps required for handling of items / materials to be arranged by bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter – IV: T&Ps and MMEs to be deployed by Contractor

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: QUALITY REQUIREMENT

QUALITY REQUIREMENT

- Various inspection/ quality control / quality assurance procedure/ methods at various stages will be as per BHEL/ customer quality control procedure/ codes/ IBR and other statutory provisions and as per BHEL Engineer's instructions.
- ~~Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs, other quality control and quality assurance documentation as per BHEL Engineer's instructions, is within the scope of work/ specification.~~
- ~~A daily log book should be maintained by Area In-charge of contractor on the job incorporating erection/ alignment / welding clearance /radiography / progress of work etc. and the same shall be submitted to BHEL. Also, daily reports shall be submitted to BHEL.~~
- All the important measurements like pre-assembly checking of alignment leveling/ centering work etc. shall be recorded in the daily log book with sketches based on BHEL drawings indicating readings/ measurements actually taken and signed by BHEL/ Customer/ Contractor representatives.
- The inspection/measuring and testing equipments should be of brand, quality and accuracy, as specified by BHEL engineer and should have valid calibration certificates traceable to national/international standards.
- Total quality is the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He will follow the instructions as per BHEL drawings and quality standards.
- ~~The welder's performance will be reviewed from time to time as per the BHEL/ IBR standards and any welder not performing to the standards set by BHEL/ IBR standards will be removed from working, Contractor shall arrange for the alternate welders immediately.~~
- **STAGE INSPECTION BY BHEL / CUSTOMERS ENGINEERS**
Apart from day-to-day inspection/ stage inspection of equipments by BHEL engineers, the equipments may be checked at various stages by customer's engineers and quality assurance teams. Contractor shall arrange all labour, tools/tackles etc. for such inspections free of cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1 Initial Mobilization and Time Schedule:

After issue of Work order (through Fax/courier/email) the contractor shall report to the Project Director of Satpura of BHEL at site within Three days and make a MOM (Minutes of meeting) for mobilization of manpower, T&Ps, date of start of work.

Start date of contract shall be mutually decided and recorded at the beginning of the contract.

6.2 Contract Period:

The contract shall be valid for initial period of 30 DAYS .

In case ordered contract, value is not exhausted within 30 DAYS time for reasons not attributable to the contractor, Contract may be further extended on mutually agreed terms. On the contrary, in case awarded contract value remains unexecuted after completion of 30 DAYS reasons attributable to the contractor, BHEL reserves the right to impose LD as per relevant clauses of GCC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: TERMS OF PAYMENT

7.1 Payment Terms :-

- 7.1 The 'Rate per MT of materials' calculated/arrived as per Rate Schedule. Amount shall be paid on completion of the activities mentioned in the following table on pro-rata basis.

A	unloading and stacking of BHEL supplied Reinforcement Steel at BHEL Yard	MT	2325	100%
1	For unloading and staking of Reinforcement Steel	MT	2325	85%
2	Updating of receipt details in store material registers	MT	2325	15%

- 7.2 **Progressive Payment/ Final Payment:** The payments for works under the scope of this contract shall be as per clause no 2.6; 2.22; 2.23 of General Conditions of Contract and Volume-IB, Chapter-X of SCC. However, Clause No. 10.5 on RA Bill Payments, in Volume-IB, Chapter-X of SCC, is revised as under:

The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile. No interest shall be payable for the payment (if any) made beyond 30 days.

All documents like HR Clearance, and Safety Compliances, etc. required for processing the RA Bills should be submitted along with RA Bills.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)

- - 1) All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
 - 2) Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
 - 3) **GST :**

The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
 - 4) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
 - 5) E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.

If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
 - 6) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per **Annexure -1**

NAME -- Bharat Heavy Electricals Limited

ADDRESS – Site address
 - 7) Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-

Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

- 8) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- 9) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 10) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 11) Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

- 12) **New taxes and duties:**-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

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 must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

- 13) For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: TAXES AND DUTIES

- 14) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 15) TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.
- 16) TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions
- B
- uyer shall be as per clause (a) of section 206C- (1H)
 - Seller shall be as per clause (b) of section 206C- (1H)
 - No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.
- If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.
- For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.
- 17) Refer Annexure – 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI : Bill of Quantities and % Weightage of Individual Items

This Chapter consists of Part A & Part B of Volume II “Price bid”:

CONTENTS	
Description	Remarks
PART A: Instructions to the Bidders	Instructions
PART B: % weightage for amount of individual items of Schedule of quantity	BOQ and % weightage for amount of individual items of Schedule of quantity
PART C: Total Lump Sum Price for entire scope of Work	This part is available in the E- Procurement portal entitled as “ Part-C of Vol-II Price Bid ”.

Part A: Instructions to the Bidders

- 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.** Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
- BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II.
- Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
- Based on the quantities of individual item and the amount arrived in SI No 3 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
- For the convenience of bidders, BHEL has issued an excel sheet with all requisite formulae as detailed above. **However, this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.**
- 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 serial no 4 above.

PART B: % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in “Part C of Vol-II-Price Bid”) for Package are given in following table-

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-XI : Bill of Quantities and % Weightage of Individual Items

BHEL SITE OFFICE 1x660MW MPCGCL Satpura site,Sarni					
Ref No:				Date:-	
Price Bid for unloading and stacking of BHEL supplied Reinforcement Steel at BHEL Yard at 1X660 MW MPCGCL Satpura site,Sarni(M.P)					
SI No	Description	Quantity	UOM	Value per MT	Total Value for 2225 MT
1	Unloading and stacking of BHEL supplied Reinforcement Steel at BHEL Yard at 1X660 MW MPCGCL Satpura site with T&P & manpower.	2325	MT	₹ 0.00	₹ 0.00
Total Rate					₹ 0.00
Rates Quoted are excluding of GST.					