

## **TENDER SPECIFICATION**

**Tender Specification No.: BHE/PW/PUR/HR/BATHROOM REPAIR/BHEL FLAT/3066  
FOR**

**Repair of Three Bathrooms of 3BHK Flat (B2) BHEL Flat at ShreeKrishna Apartment,  
Kadbi Chowk, Nagpur.**

**VOL-I: TECHNICAL BID SPECIFICATION**



**BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt. of India Undertaking)  
POWER SECTOR - WESTERN REGION  
345-KINGSWAY, NAGPUR-440 001**

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3066

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHARAT HEAVY ELECTRICALS LIMITED**  
**POWER SECTOR WESTERN REGION, NAGPUR**  
**T.S. NO BHE/PW/PUR/HR/BATHROOM REPAIR/BHEL FLAT/3066 DT: XXXXXX**  
**NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT**  
**PORTAL → <https://eprocurebhel.co.in>**

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**NOTICE INVITING TENDER (NIT)**

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

Dear Sir/Madam

Sub.: NOTICE INVITING TENDER

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

**1.0 Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	T.S. NO.: BHE/PW/PUR/HR/BATHROOM REPAIR/BHEL FLAT/3066
ii	Broad Scope of job	Repair of Three Bathrooms of 3BHK Flat (B2) BHEL Flat at ShreeKrishna Apartment, Kadbi Chowk, Nagpur.
iii	DETAILS OF TENDER DOCUMENT	
Vol-I - Tender Specification Applicable		
Vol-II- Price Bid Specification- Applicable		
iv	Issue of Tender Documents	<p>Tender documents will be available for downloading from BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) or e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) as per schedule below:</p> <p>Start 13/01/2025, Time :17:00 Hrs Closes: 23/01/2025, Time::14:00 Hrs</p> <p>Brief information of the tenders shall also be available at central public procurement portal. (<a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>)</p>
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 23/01/2025, Time: 14:00 Hrs</p> <p>Place: on E-Tender Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></p>
vi	OPENING OF TENDER	<p>Date: 23/01/2025, Time: 16.00 Hrs</p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer</p>



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POWER SECTOR WESTERN REGION, NAGPUR**

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		submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	<b>EMD AMOUNT</b>	<b>Nil</b> <b>Bid security format as per annexure-13 need to be submitted.</b>	
viii	<b>COST OF TENDER</b>	NA	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below:  <b>Chaitram Patel, Engineer(Purchase)</b> <b>Ph: 8055451608</b> <b>E-mail: <a href="mailto:chaitram@bhel.in">chaitram@bhel.in</a></b>  <b>Biraj Roy, Sr. Manager (Purchase)</b> <b>Ph: 9856083706</b> <b>E-mail: <a href="mailto:biraj@bhel.in">biraj@bhel.in</a></b>	Applicable
X	<b>Pre-Bid Discussion</b>	<b>Not Applicable.</b> <b>Bidder shall visit site/ BHEL office for scope of work</b>	
xi	<b>Latest updates</b>	Latest updates Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com-->Tender Notifications ☑View 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.	
		<b>Contact details (BHEL-PSWR)</b>  <b>Chaitram Patel, Engineer(Purchase)</b> <b>Ph: 8055451608</b> <b>E-mail: <a href="mailto:chaitram@bhel.in">chaitram@bhel.in</a></b>  <b>Biraj Roy, Sr. Manager (Purchase)</b> <b>Ph: 9856083706</b> <b>E-mail: <a href="mailto:biraj@bhel.in">biraj@bhel.in</a></b>	

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2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

~~3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favor of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays~~

~~4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions given below~~

- ~~I. EMD can be paid in cash deposit (as permissible under extant Income Tax Act) before tender opening,~~
- ~~II. EMD can be paid through Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (Along with the offer).~~
- ~~III. Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account have been furnished below.~~
- ~~IV. Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).~~

**Note: In addition, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.**

- ~~V. No other form of EMD remittance shall be acceptable to BHEL~~

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below:-

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE- 00432
CITY	NAGPUR

**BHARAT HEAVY ELECTRICALS LIMITED  
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ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Description/ Mode of Submission	EFT	Cash	FDR	DD/Pay Order
Proof of EMD along with the offer			Scan Copy has to be uploaded	Scan Copy has to be uploaded
Submission of EMD to BHEL PSWR, Nagpur	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit at BHEL office	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	Original DD/ Pay order to be sent through Registered Post

**5.0 Procedure for Submission of Tenders:**

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

**Documents Comprising the e-Tender**

The tender shall be submitted online .

**a. Technical Tender (UN priced Tender)**

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

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

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.

- ii. The price should be quoted for the accounting unit indicated in the e-tender document.

**Note:**

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

**DO NOT'S**

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

**Digital Signing of e-Tender**

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

**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

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

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

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

The contact details of the DSC certifying authority:-  
please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

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

**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~~

1.0 ~~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
	<b>Part-IA</b>	
	<b><u>ENVELOPE – I superscribed as:</u></b> <del>PART-I (TECHNO COMMERCIAL BID)</del> TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b><u>CONTAINING THE FOLLOWING:-</u></b>	
i. —	Covering letter/Offer forwarding letter of Tenderer.	
ii. —	Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b><u>Note:</u></b> <ol style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; 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.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</li> <li>i). In case of acceptance of the deviations, appropriate</li> </ol>	

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	loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.  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.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume – I A : Technical Conditions of Contract (TCG) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume – I B : Special Conditions of Contract (SCG)	
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.	

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

	<b>PART-II</b>	
	<b><u>PRICE BID</u></b> consisting of the following shall be enclosed	
	<b><u>ENVELOPE-III</u></b> superscribed as: PART-II (PRICE BID) TENDER NO: NAME OF WORK:	

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	<b>PROJECT:</b> <b>DUE DATE OF SUBMISSION:</b>  <b>CONTAINING THE FOLLOWING</b>	
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)	

	<b>OUTER COVER</b>	
	<b>ENVELOPE IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: <del>TECHNO COMMERCIAL BID, PRICE BID &amp; EMD</del> <b>TENDER NO:</b> <b>NAME OF WORK:</b> <b>PROJECT:</b> <b>DUE DATE OF SUBMISSION:</b>  <b>CONTAINING THE FOLLOWING:</b>	
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.**

- 2.0 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.
- 3.0 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).

**Annexure – I : PRE QUALIFYING REQUIREMENTS**

JOB	<b>Repair of Three Bathrooms of 3BHK Flat (B2) BHEL Flat at ShreeKrishna Apartment, Kadbi Chowk, Nagpur.</b>
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TENDER NO	BHE/PW/PUR/HR/BATHROOM REPAIR/BHEL FLAT/3066
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SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	<b><u>Technical:</u></b> Bidder must have successfully executed any General Civil Works of similar nature under single Work Order equal or more than 1.8 Lakhs in any Government Organization/PSU/Autonomous Body/Private sector in last 02 years.	APPLICABLE	Bidder to furnish work order & proof of work execution to establish the Technical Qualifying Criteria.
B	<b><u>Price Bid Opening</u></b> <b><u>Note:</u></b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A THROUGH NIC portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>	APPLICABLE	BY BHEL

**Annexure -2**

**IMPORTANT INFORMATION**

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

**Postal Address:**

GM /Purchase BHEL PSWR,  
SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

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

- a) Engineer Purchase, Email id: [chaitram@bhel.in](mailto:chaitram@bhel.in) Ph: +91 – 9425554615
- b) Sr. Manager Purchase, Email: [biraj@bhel.in](mailto:biraj@bhel.in) Ph: +91– 9911170053

- 1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms)**
- 2. Refer 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](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender registration/pdf/Suspension guidelines adbridged.pdf](http://www.bhel.com/vender%20registration/pdf/Suspension%20guidelines%20adbridged.pdf)**
- 3. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).**

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

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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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.

1.2.3. 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 price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

- 4. All Statutory Requirements as applicable for this project shall be complied with.**
- 5. BHEL Fraud Prevention Policy. "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
- 6. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

~~“In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back to back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract”~~

**~~7. Please take note of following Revised Tender Clauses:~~**

- ~~i) Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD~~
- ~~ii) General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No 2.7.10 (New), Clause No 2.28.5 (New)~~

**8. MSE Vendors:**

**BHARAT HEAVY ELECTRICALS LIMITED  
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***Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in SI No 1 viii of NIT) and Earnest Money deposit (EMD) (as in SI No 1 vii of NIT.)***

To avail the above benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, **copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate** (format enclosed at 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 date of bid opening (part 1 in case of two part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is 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.~~

**Note:** Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

**FORFEITURE OF EMD: Not Applicable**

EMD by the Tenderer will be forfeited as per Tender Documents if:

~~I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.~~

~~II. The Contractor fails to deposit the required Security deposit or commence the work within recommended work commencement date.~~

~~EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.~~

~~EMD given by all unsuccessful tenderers shall be refunded after award of work.~~

~~EMD shall not carry any interest.~~

~~EMD of successful tenderer will be retained as part of Security Deposit.~~

**9. Security deposit : Not Applicable**

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POWER SECTOR WESTERN REGION, NAGPUR**

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- 
- ~~Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be 5 % of the order Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.~~
  - ~~**Modes of Security Deposit:** The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of the following forms~~
    - i) ~~Cash (as permissible under the extant Income Tax Act)~~
    - ii) ~~Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.~~
    - iii) ~~Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.~~
    - iv) ~~Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.~~
    - v) ~~Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.~~

~~(Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).~~
  - ~~**Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected. In case the value of work exceeds from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:  
The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.~~
  - ~~**Delay in 1st submission of SD:** SD is to be furnished by the vendor before start of work. No payment will be released till SD is submitted by the vendor. However if requested by the vendor, cash recovery equivalent to SD value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SD value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).~~
  - ~~The Security Deposit shall not carry any interest~~
  - ~~The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.~~
  - ~~The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the fulfillment of all contractual obligations as per terms of the contract.~~
-

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- ~~• BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.~~
- ~~• **RETURN OF SECURITY DEPOSIT** Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.~~

**Note:**

- ~~1. Format for BG in lieu of Security deposit shall be provided on request.~~
- ~~2. BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.~~
- ~~3. Security Deposit shall not carry any interest.~~
- ~~4. It may please be noted that the contract execution will be done in two parts i.e. 03 months' trial period and 21 months after successful completion of the trial period, Accordingly the SD shall be collected in Two parts i.e. EMD Conversion in to SD for the first three months' work and for remaining 21 months, balance SD amount may be submitted by above mentioned means. Total SD amount shall be @ 5% (Five Percentage) of the order value.~~

**10. AUTHORISATION & ATTESTATION:** Tenders shall be signed by persons duly authorised/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

**11. EXECUTION OF CONTRACT AGREEMENT:** Not applicable.

**The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent/Award within the period stipulated therein.**

~~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~~

**12. REJECTION OF TENDER & OTHER CONDITIONS:**

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves thereof rights for the following without assigning any reason whatsoever.

- a) To reject any or all of the tenders
- b) To split up the work amongst two or more bidders.
- c) To award the work in part

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13. Conditional tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise defective and tenders which are not in accordance with the tender conditions and specifications, etc. are liable to be rejected.

14. If a Bidder expires after his submission of the tender or after the acceptance of his tender, BHEL may at their own discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

15. If the Bidder deliberately gives wrong information in this Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the contract, if awarded and forfeit the EMD/Security Deposit.

16. Should a Bidder or contractor or in the case of a firm or company one or more of its partners/shareholders/Directors have relatives employed in the capacity of an Officer in BHEL, the authority in BHEL inviting the Tender shall be informed of the fact along with name of the Officer, failing which BHEL may at its sole discretion reject the Tender or cancel the contract and may forfeit the EMD/SD.

17. The successful Bidders should not sub-contract the part or complete the work detailed in this tender specification undertaken by him. The Bidder is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of the contractor.

18. BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

**19. LANGUAGE:**

19.1) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

19.2) All entries in the tender shall either be typed (in case of E tender, E portal shall be used) or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

**20. Price Discrepancy:** In the case of price bid opening if there are differences between the rates given by the tenderer in words and figures then amount given in words shall be given priority.

**21. EVALUATION OF BIDS**

i) Technical Bids submitted by the tenderer will be opened first (ONLINE) and evaluated for fulfilling the conditions in NIT/Tender documents, based on documentary evidences submitted/Uploaded along with the offer



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- ii)** In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iii)** In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job
- iv)** Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender
- v)** Price Bids of shortlisted bidders shall only be opened through the conventional price bid opening/ (Online) ~~/or through electronic Reverse Auction~~, at the discretion of BHEL
- vi)** In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 (lowest) rate is arrived.
- vii)** Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder.

**22. Documentary proof to be submitted against type of firm**

- i) **IN CASE OF INDIVIDUAL TENDERER:** His / her full name, address and place & nature of business.
- ii) **IN CASE OF PARTNERSHIP FIRM:** The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
- iii) **IN CASE OF COMPANIES:**
- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

**23. The Following Bank Guarantees shall be acceptable:**

~~“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.~~

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The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.  
Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

- b. ~~Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that “It is enforceable at Nagpur, Maharashtra”.~~
- c. ~~Any private sector banks, with a clause in the text of Bank Guarantee that “It is enforceable by being presented at any branch of the bank”.~~

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

~~Where ever Bank Guarantees are to be furnished/ submitted by the contractor, the following shall be complied with~~

- i) ~~Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.~~
- ii) ~~The Bank Guarantees shall be as per prescribed formats. (Format shall be provided at the request of successful bidder)~~
- iii) ~~It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL in-charge. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.~~
- iv) ~~In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the concerned in-charge and submitted.~~
- v) ~~In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.~~
- vi) ~~Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.~~
- vii) ~~The Original Bank Guarantee/any extensions/amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.~~

24.) BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**25.) VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of **6 months** from the date of opening of tenders. If a Bidder withdraws or revokes his tender or revised the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case BHEL calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.

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**26.) Compensation in case of Death/ Permanent Incapacitation of Person: Not Applicable**

~~BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:~~

~~a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.~~

~~b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.~~

~~c) Compensation in respect of each of the victims:~~

~~(i) — In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh)~~

~~(ii) — In the event of other permanent disability: Rs 7,00,000/- (Rs Seven Lakh)~~

~~Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(1) of the Employee's Compensation Act, 1923.~~

**27.) QUALIFICATION OF TENDERERS**

**A.** Offers from tenderers who do not have proven and established experience in the field shall not be Considered.

**B.** Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.

**C.** Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.

**D.** Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.

**28.) a)** Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer / Bid submission (i.e Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. However, incase the bidder offering the discount on specific item(s) becomes L-1 and work gets awarded, BHEL shall ensure that L-1 status of the bidder remains unchanged during execution of the contract due to quantity variation by reduction in contract value to the extent required. No further discount shall be applied by BHEL for evaluation.

**b)** Unsolicited discounts/revised offers received after the due date and time of offer / Bid Submission (i.e Part-I bid) shall not be considered for evaluation. However, if the party who has

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submitted the unsolicited **discount/rebate** becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered. (This clause shall not be applicable incase the unsolicited revised offer is towards enhancement of rates/price)

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**Annexure-3**

**MSE ANNEX**

**To be Certificate by Chartered Accountant on letter head**

This is to Certify that M/s \_\_\_\_\_, (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II) \_\_\_\_\_ dtd: \_\_\_\_\_,

Category: \_\_\_\_\_ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date \_\_\_\_\_ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 \_\_\_\_\_ Lakhs

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 \_\_\_\_\_ Lakhs

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

**OR**

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name—

\_\_\_\_\_  
Membership number—

\_\_\_\_\_  
**Seal of Chartered Accountant**

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**Annexure – 4 : Check List**

**Bidder should duly fill all information in table given below:**

1.	<b>Name and Address of the Tenderer</b>		
2.	<b>Offer ref. no. &amp; date</b>		
3.	<b>Details about type of the Firm/Company</b>	Private Limited/ Partnership/ Proprietorship (Please tick (✓) whichever applicable)	
4.	<b>Details of Contact person for this Tender</b>	Name: Mr/Ms Designation: Telephone No: Mobile No: <b>E-mail ID:</b>	
5.	<b>EMD DETAILS</b>	DD No: _____ Date : _____ Bank : _____ Amount: _____	
6.		APPLICABILITY	BIDDER REPLY
7.	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
8.	<del>Audited profit and Loss Account for the last three years submitted</del>	<del>Not Applicable</del>	<del>YES/NO</del>
9.	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/ <del>Not Applicable</del>	YES/NO
10.	Declaration confirming knowledge about site condition	Applicable	YES/NO
11.	Declaration by Authorized Signatory submitted	Applicable	YES/NO
12.	No Deviation Certificate submitted	Applicable	YES/NO

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13.	Declaration for relation in BHEL submitted	Applicable	YES/NO
14.	Copy of PAN Card submitted	Applicable	YES/NO
15.	Copy of GST registration Certificate	Applicable	YES/NO
16.	Bank Account Details for E-Payment submitted	Applicable	YES/NO
17.	Power of Attorney for Submission of Tender (Id tender is signed other than Proprietor, Managing Partner, Director)	Not Applicable	YES/NO
<del>18.</del>	<del>Copy of proof of PF registration</del>	<del>Not Applicable</del>	<del>YES/NO</del>
19.	Undertaking for not being under Bankruptcy code proceeding	Applicable	YES/NO
20.	Offer Forwarding Letter	Applicable	YES/NO
21.	Non-Disclosure certificate	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

NON-SUBMISSION OF ANY DOCUMENTS AS REQUIRED BY ABOVE CHECKLIST MAY LEAD TO REJECTION OF THE OFFER

AUTHORIZED SIGNATORY

DATE :



**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: BHE/PW/PUR/SIPT-COH-U#4/3061**

JOB Description : Capital Overhauling of Generator of Unit#4, 500MW at NTPC Sipat

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:

3066

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



**TECHNICAL CONDITIONS OF CONTRACT**

**A: Scope of Work**

**Scope:- Repair of Three Bathrooms of 3BHK Flat (B2) BHEL Flat at ShreeKrishna Apartment, Kadbi Chowk, Nagpur.**

Agency has to perform the below mentioned works to repair of 3 Bathrooms of 3BHK Flat (B2) BHEL Flat at Shreekrishna Apartment, Nagpur.

LOCATION: Shree Krishna Apartments , Kadbi Chowk		
One Bathroom of Flat No B2 (Third Floor) -4SqM		
SL NO	DESCRIPTION	
1	<p>A. Dismantling of old work in toilet sunken slab.</p> <p>B. Cutting v shape groove, fixing nozzles &amp; injection grouting.</p> <p>C. Cleaning the surface &amp; applying two coats of branded water proof polymer coating base &amp; vertical up to 400 mm.</p> <p>D. Water leakage/seepage test for the sunken with certification of BHEL officials.</p> <p>E. Protective plaster over coating area.</p> <p>F. Filling the sunk with brick bats.</p> <p>G. Pro / laying inner side plumbing work with material with joint leakage testing with certification of BHEL officials</p> <p>H. Providing and Fixing Antiskid tiles in floors and Dado tiles up to height of 2.1m of approved make and texture.</p>	<b>Lumpsum scope</b>

**Pics of Bathroom for reference are depicted as below:**

**TECHNICAL CONDITIONS OF CONTRACT**



**TECHNICAL CONDITIONS OF CONTRACT**

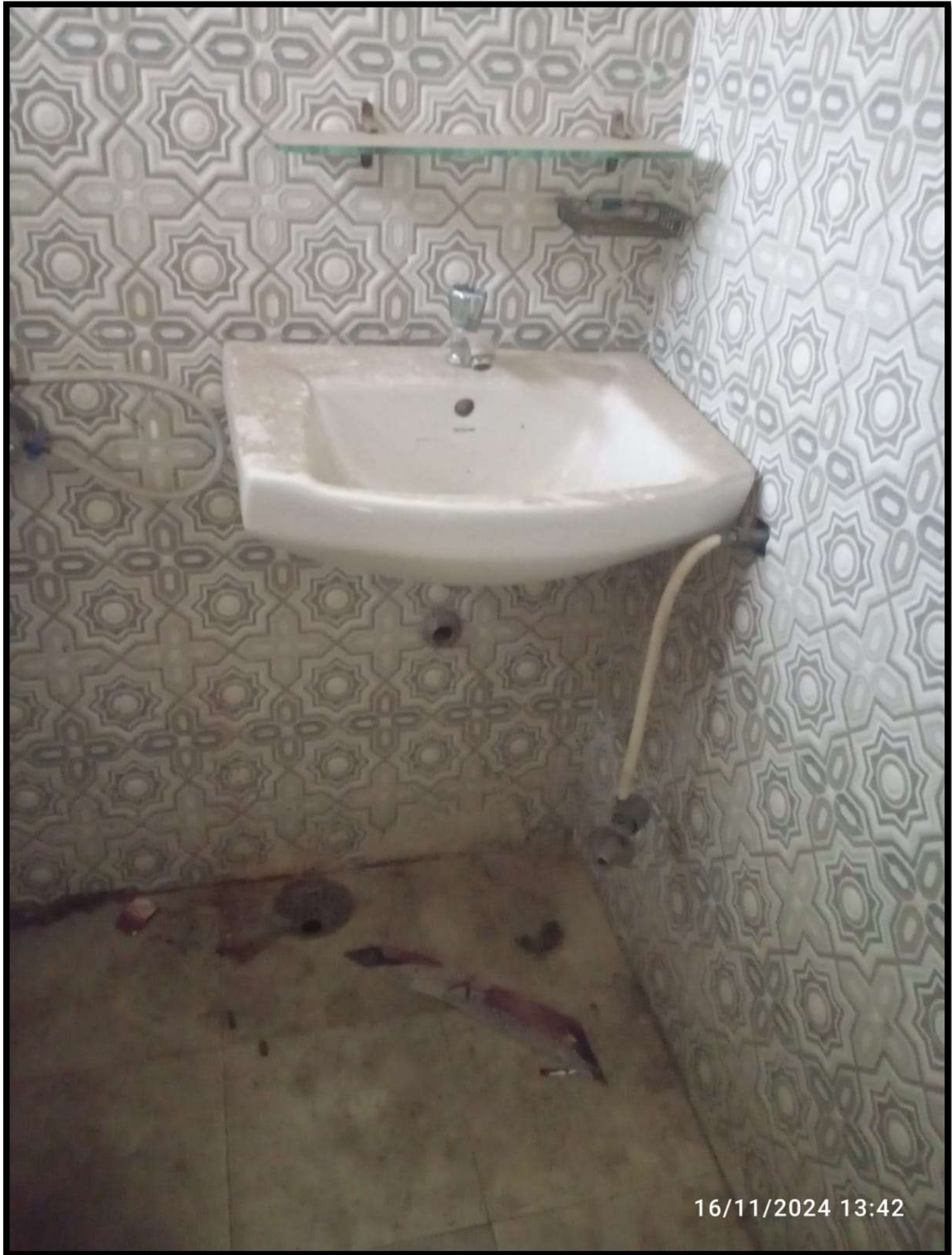
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**TECHNICAL CONDITIONS OF CONTRACT**

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**TECHNICAL CONDITIONS OF CONTRACT**

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**Forms**

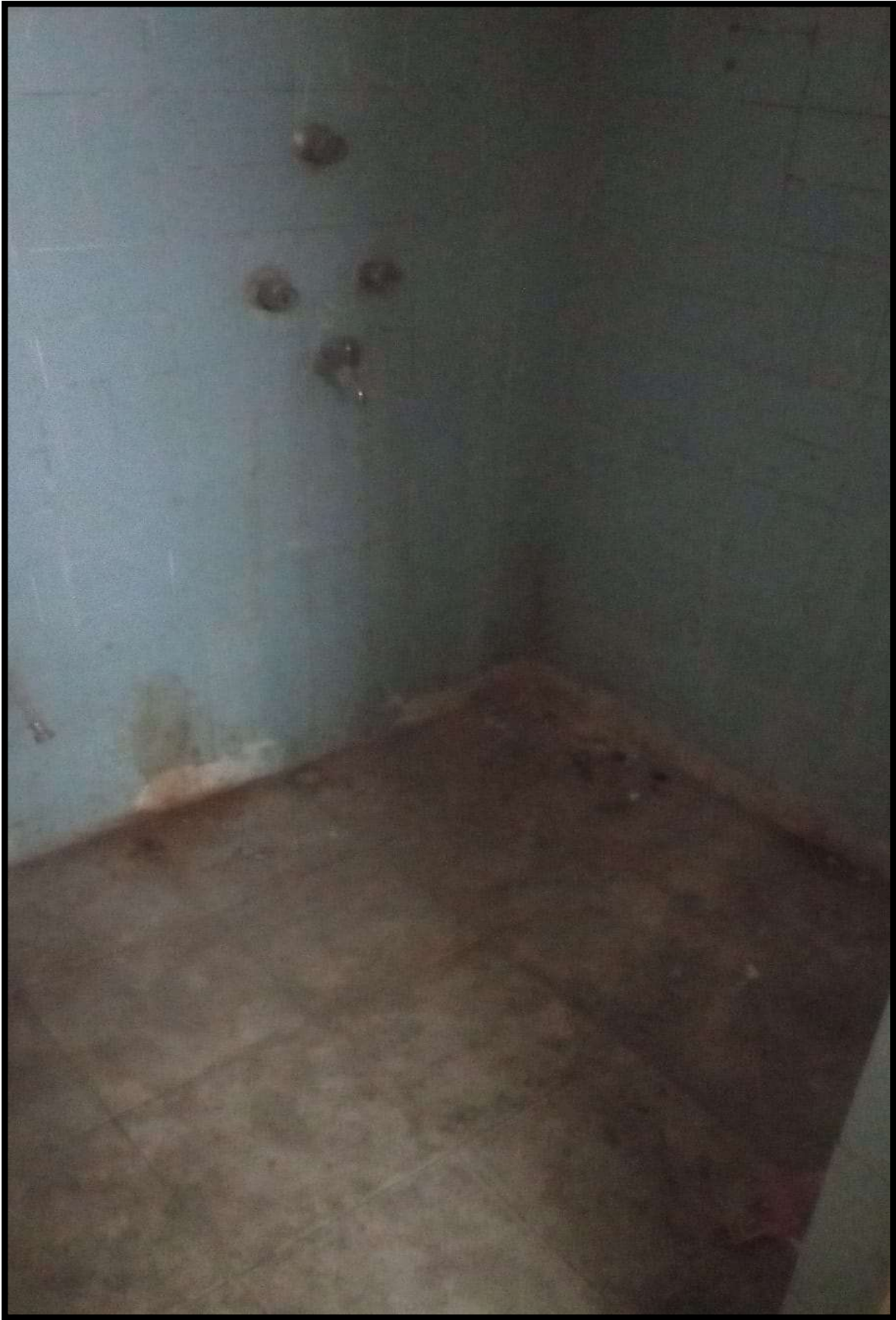
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**Forms**

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**Forms**

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**Forms**

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**Price :-** The agency has to quote lump sum amount for the above mentioned works including labor charges. Photographs of Bathrooms are enclosed for the reference.

**Taxes and duties:** - Price quoted shall be exclusive of GST

**Terms & condition of the Work:**

- The Bidder has to quote lump sum amount for the above mentioned works including labor charges. Photographs of Bathrooms is enclosed for the reference.
  - All required materials and labor shall be arranged by agency.
  - Bidder shall take approval from BHEL for the material to be used for sanitation, plumbing and tiling work prior purchase of material.
  - Due care to be taken while dismantling and installation of BHEL accessories such as Western Commode, Wash-Basin, Glass & Taps. Cost towards any damage of these items on account of any negligence by bidder shall be recovered from agency bill.
  - Fixtures of Western Commode, Wash-Basin, Glass & Taps wherever required will be provided by BHEL and fixing of these fixtures are in bidder scope without any extra cost.
  - Skilled manpower to be engaged for the said works.
  - Work completion certificate to be submitted with invoice. Certificate to be certified by BHEL committee for the satisfactory works completion.
  - The work has to completed within 60days from the release of PO inclusive of 30days post work inspection to check any seepages/leak in all three bathrooms.
  - BHEL shall not be liable for any labor payment.
  - Bidder is requested to visit the site before quoting the rates.
  - Disposal of Debris is in bidder's scope and should be included in the quoted rates, no extra payment shall be done for the disposal of debris.
  - Any left out material after successful completion of work shall be removed by bidder without any extra cost to BHEL.
- 
- **Payment Terms:**
  - 100% Payment will be released within 30 days from the date of submission of original invoice along with work completion certificate to HR Dept. BHEL PSWR Nagpur.

a. Invoice/RAB should be addressed/billed to:

**BHEL PSWR HQ,  
5th & 6th Floor ,Shree Mohini Complex,  
345 – Kingsway, Nagpur-440001**

**GST - 27AAACB4146PIZF**

Note: Applicable GST shall be released upon compliance of following:

**Forms**

- b. Vendor has declared such Invoice in their GSTR-I & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.

- **LIQUIDATED DAMAGES:** The work has to completed within 45days from the release of PO inclusive of 30days post work inspection to check any seepages/leak in bathroom. Since the essence of the contract is repair of One Bathroom of 3BHK Flat (B2) BHEL Flat at Shreekrishna Apartment, Nagpur, if the contractor fails to complete the work within stipulated time, BHEL shall have the right to impose, the Liquidated Damage/ Penalty at the rate of 0.5% of work order value, per week of delay or part thereof subject to a maximum of 10% of work order value.

**Other Conditions of contract: -**

1. Contractor shall maintain harmony while working as it a regular workplace.
2. All safety rules, regulations and byelaws shall be maintained.
3. Working hours shall be maintained in line of concurrence from BHEL.
4. Bidder shall provide for electrician for any sort of shut downs required for the execution of the job.

**B : Techno-commercial Terms & Conditions**

- (i) **Validity of quoted price:** Price submitted by the bidders shall be valid for 06 (Six) months from the date of submission of quotation/offer for the finalization of the ordering process.
- (ii) **Price Variation Clause (PVC):** Firm Price (PVC not applicable).
  - (iii) The work has to completed within 60days from the release of PO inclusive of 30days post work inspection to check any seepages/leak in all three bathrooms.
- (iv) Invoice / Bill shall be submitted to BHEL-PSWR Nagpur HQ on successfully completion of works.
- (i) **Goods and service Tax (GST) & Cess:**
  - (a) Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
  - (b) Bidder shall note that the GST Tax Invoice complying with GST Invoice.
  - (c) In case BHEL has to incur any liability (like interest/penalty etc.) due to denial/reversal/delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
  - (d) Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
  - (e) Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply with the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer-in-Charge.
  - (f) E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought

**Forms**

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into the project site is to be arranged by the Contractor only.

- (g) BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim later due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

(ii) **Liquidated Damages/Penalty for delay**

The work has to completed within 60days from the release of PO inclusive of 30days post work inspection to check any seepages/leak in all three bathrooms. Since the essence of the contract is to repair of Three Bathrooms of 3BHK Flat (B2) BHEL Flat at Shreekrishna Apartment, Kadbi chowk, Nagpur, if the contractor fails to complete the work within stipulated time, BHEL shall have the right to impose, the Liquidated Damage/ Penalty at the rate of 0.5% of work order value

**Chapter IV (TAXES, DUTIES & LEVIES)**

**TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)**

- I. 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.**
- II. 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.
- III. **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.
- IV. 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
- V. 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



**Forms**

- VI. 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.

- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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.
- XI. **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.

**Forms**

- XII. 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.
- XIII. **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.**
- XIV. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
- XV. 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

**ANNEXURE-2**

**BOCW Act & Cess Act**

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

- I. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- II. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain

**Forms**

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registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

- III. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
- IV. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
- V. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
- VI. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
- VII. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
- VIII. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
- (i) Number of Building Workers employed during preceding one month.
- (ii) Number of Building workers registered as Beneficiary during preceding one month.
- (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
- (iv) Remittance of Contribution of Beneficiaries made during the preceding month



**Forms**

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- IX. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
- X. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
- XI. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty ( if any, imposed by Cess Authorities) from the payables on account of non-compliance.
- XII. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

**Forms**

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Sl. No.	Description	Details
1	Name of the Tenderer	
2	Address of the Tenderer	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	

**Forms**

<b>8</b>	<b>PAN No.</b>	
<b>10</b>	<b>GST Registration No.</b>	

(Signature With name, Designation & seal of the firm)

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

- 
1. Beneficiary Name :
  2. Beneficiary Account No. :
  3. Bank Name & Branch :
  4. City/Place :
  5. 9 digit MICR Code of Bank Branch :
  6. IFSC Code of Bank Branch :
  7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

**Forms**

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**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

---

Offer Reference No:.....

Date:.....

To,  
AGM, Purchase  
BHEL-PSWR  
345, Kingsway  
Shreemohini Complex  
Nagpur  
Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. ~~Special Conditions of Contract~~
6. ~~General Conditions of Contract~~
7. ~~Forms and Procedures~~

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorised Representative of Bidder**

Signature:

Name :

Address :

Place:

**Forms**

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**NON DISCLOSURE CERTIFICATE**

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

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I/We understand that BHEL PSWR is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PS \_\_ against Tender Specification No: \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS \_\_,  
\_\_\_\_\_

☐ ☐ To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

☐ ☐ The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS\_\_.

(Signature, date & seal of Authorized

Signatory of the bidder)

Date:

**Forms**

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**NO DEVIATION CERTIFICATE**

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

To,  
AGM, Purchase  
BHEL-PSWR  
345, Kingsway  
Shreemohini Complex  
Nagpur

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

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

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

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

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

Thanking you,

Yours faith

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

**Forms**

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**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

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To,

AGM, Purchase  
BHEL-PSWR  
345, Kingsway  
Shreemohini Complex  
Nagpur

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date :

Place:

**Forms**

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**UNDERTAKING**

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

**To,**

AGM, Purchase  
PHEL-PSWR  
345, Kingsway  
Shreemohini Complex  
Nagpur

Dear Sir,

**Sub: Declaration for not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR**

**Ref:** NIT/Tender Specification No: -----

We, \_\_\_\_\_ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date:



**Forms**

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**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

AGM, Purchase  
PHEL-PSWR  
345, Kingsway  
Shreemohini Complex  
Nagpur

Dear Sir,

Sub : **Declaration for relation in BHEL**

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

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

**Tick(✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

**Forms**

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**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,  
AGM, Purchase  
PHEL-PSWR  
345, Kingsway  
Shreemohini Complex  
Nagpur  
Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

**Enclosed: Power of Attorney**

**Forms**

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