

TENDER SPECIFICATION

| SI No | E-Tender Specification Number |
|-------|---------------------------------|
| 1 | BHE/PW/PUR/MOFGD-300MT-TMC/3199 |

PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA -441104

VOLUME – I

FOR

| |
|--------------------------|
| VOLUME I – TECHNICAL BID |
|--------------------------|

THIS TENDER SPECIFICATION CONSISTS OF:

| 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 |
| Volume-IE | Technical Specifications |
| Volume II | Price Bid |

Bharat Heavy Electricals Limited
(A Government of India Undertaking)



Power Sector - Western Region
345-Kingsway, Nagpur-440001

| CONTENTS | | |
|-----------------|--|--|
| 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 <u>Vol-IA-3199</u>) |
| NIL | Notice Inviting Tender | (Part of <u>Vol-IA-3199</u>) |
| I-A | Technical Conditions of Contract | Vol-I-A-3199 |
| – | Appendix-A-Technical Specification | Part of Vol-IA- 3199 (Attached Separately) |
| I-B | Special Conditions of Contract | VOID |
| I-C | General Conditions of Contract | (Part of Vol-I-CD-3199) |
| I-D | Forms & Procedures | (Part of Vol-I-CD-3199) |
| – | HSE Plan | (Part of Vol-I-CD-3199) |
| II | Price Bid Specification as specified in E-Procurement Portal | Volume-II- 3199 |

E-Tender Specification Issue Details

E-Tender Specification No: BHE/PW/PUR/MOFGD-300MT-TMC/3199

NAME OF THE WORK:

PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA -441104.

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.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

3199

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 03-07-2025

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/PUR/MOFGD-300MT-TMC/3199 | |
| ii | Broad Scope of job | PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA -441104. | |
| 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) | Not Applicable |
| C | Volume-IC | General Conditions of Contract (GCC) | Applicable |
| D | Volume-ID | Forms and Procedures | Applicable |
| E | Volume-IE | Technical Specifications | 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 :17-12-2025 , Time :18:00 Hrs Closes : 29-12-2025 , Time : 13:00 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: 29-12-2025, Time : 13:00Hrs ▪ Place: on E-Tender Portal https://eprocurebhel.co.in | Applicable |

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| S No. | ISSUE | DESCRIPTION | |
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| vi | OPENING OF TENDER (Techno-Commercial Bid) | <p>Date: 29-12-2025, Time : 17:00 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 & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p> | Applicable |
| vii | EMD AMOUNT | <p>₹ 2,00,000 (Rupees Two Lakhs Only)</p> <p>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</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: Chaitram Patel Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-8055451608 Email : chaitram@bhel.in</p> <p>2) Name: Varun Vaidya Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9792334127 Email : vvaidya@bhel.in</p> | Applicable |
| x | SCHEDULE OF Pre Bid Discussion (PBD) | NA | Not Applicable |
| xi | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | <p>Shri Otem Dai, IAS (Retd.)</p> <p>Shri Bishwamitra Pandey, IRAS (Retd.)</p> <p>Shri Mukesh Mittal, IRS (Retd.)</p> | 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</p> | |

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| | | 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. |

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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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

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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:-
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~~

- 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 | |
| | ENVELOPE – I superscribed as: PART I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: | |
| | CONTAINING THE FOLLOWING:- | |
| 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. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL | |

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

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

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| | CONTAINING THE FOLLOWING | |
| 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 | |
| | ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: | |
| | CONTAINING THE FOLLOWING: | |
| i | <input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> 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.

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- 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 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. | Shri Otem Dai, IAS (Retd.) | iem1@bhel.in |
| 2. | Shri Bishwamitra Pandey, IRAS (Retd.) | iem2@bhel.in |
| 3. | Shri Mukesh Mittal, IRS (Retd.) | iem3@bhel.in |

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

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Details of contact person(s):

| | | |
|-----------------|---|----------------------------------|
| Name: | P K Nagendra/ AGM (Purchase) | Varun Vaidya/ Manager (Purchase) |
| Dept: | Purchase Department | |
| Address: | Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001 | |
| Email: | pn@bhel.in | vvaidya@bhel.in |
| Phone: | 0712-2858633 | 9792334127 |

- 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:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
- Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 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.

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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 | | | |

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.....
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 I Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the 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: -

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-
- 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.*

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-
- 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.

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.....
(Additional 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 as per PQR C4 of Annexure-1 i.e. PQR
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
010. 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)
011. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
012. Annexure 12: Important information
- ~~013. Annexure 13: Bid Security Declaration~~

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

| E-Tender Specification Number: BHE/PW/PUR/MOFGD-300MT-TMC/3199 | | | |
|---|--|--|--|
| JOB | PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA - 441104 | | |
| S No | PRE QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | |
| | | Applicability | |
| A | Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie-up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder) | Not Applicable | |
| B | <u>TECHNICAL PQR</u> B.1) Bidder must be in the business of providing Services of Crane hiring in last seven years as on latest date of offer submission. AND B.2) The crane offered by the bidder must meet the technical requirements of BHEL as per Clause No. 2.1 of Chapter – II: Scope of Work and Technical Specifications of “Technical Conditions of Contract-TCC”. Details specifying the same shall be submitted in <u>Appendix-A</u> (format on e-portal). | Applicable | |
| C-1 | Financial TURNOVER Bidders must have achieved an average annual financial turnover (audited) of Rs 39.87 Lakhs or more over last three Financial Years (FY) i.e. 2022-23 , 2023-24 & 2024-25. | Applicable | |
| C-2 | <u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘C-1’ above should be positive. | Applicable | |
| C-3 | <u>PROFIT</u> Bidder must have earned profit in any one of the five Financial Years as applicable in the last five Financial Years (i.e, 2020-2021, 2021-2022 , 2022-2023 ,2023-2024 & 2024-2025). Bidders to submit audited balance sheets and profit & loss statements for the years as supporting documents.. | Applicable | |

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| S No | PRE QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | |
|------|---|---|---------|
| | | Applicability | |
| C-4 | Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect | Applicable | |
| D | Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable) | Not Applicable | |
| E | Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie-up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval | Not Applicable | BY BHEL |
| F | Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E | | BY BHEL |
| G | Consortium tie-ups | Not Applicable | |

Explanatory Notes for the PQR (unless otherwise specified in the PQR):

Explanatory Notes for PQR B.1 (Technical)

- For the criteria (B.1), actual executed value shall be considered.
- Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$$

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

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| S No | PRE QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | |
|---|----------------------------|---|--|
| | | Applicability | |
| <p>Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution</p> <ul style="list-style-type: none">The evaluation currency for this tender shall be INR. <p><u>Explanatory Notes for PQR -C (Financial):</u></p> <p><u>C-1:</u></p> <ul style="list-style-type: none">i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY).iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. <p><u>C-2:</u> Net Worth (Only in case of companies) of the bidder should be positive. Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Net worth = Paid up share capital + Reserves</p> <p><u>C-3:</u> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.</p> <p><u>C-4:</u> Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.</p> <p><u>Common Explanatory Notes:</u></p> <ul style="list-style-type: none">1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:<ul style="list-style-type: none">a. The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract valuec. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only. | | | |

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| S No | PRE QUALIFICATION CRITERIA | Bidders claim in respect of fulfilling the PQR Criteria | |
|---------|--|---|--|
| | | Applicability | |
| | <p>e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.</p> <p>2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).</p> <p>3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.</p> <p>4. Definition of Startups shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.</p> | | |

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

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

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Format-1

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

To,

.....

.....

Dear Sir,

Sub: Bid for NIT Nodated..... for "....." (name of the tender).

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

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

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

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Format-2

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

From,
Name:
Full Address:

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

To,

Dear Sir,

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

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

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

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

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

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

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

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

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ANNEXURE - 2

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

| | | | |
|-----|--|--|-----------------------|
| 1 | Name and Address of the Tenderer | | |
| 2 | Details about type of the Firm/Company | | |
| 3.a | Details of Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 3.b | Details of alternate Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 4 | EMD DETAILS | DD No: _____ Date : _____ Bank : _____ Amount: _____ <u>Please tick ($\sqrt{}$) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER | |
| 5 | Validity of Offer | TO BE VALID FOR SIX MONTHS FROM DUE DATE | |
| | | APPLICABILITY (BY BHEL) | ENCLOSED BY BIDDER |
| 6 | Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format | Applicable | YES / NO |
| 7 | Audited profit and Loss Account for the last three years | Applicable / Not Applicable | YES/NO |
| 8 | Copy of GST & PAN Card | Applicable / Not Applicable | YES/NO |
| 9 | Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed | Applicable / Not Applicable | YES/NO |
| 10 | Integrity Pact | Applicable / Not Applicable | YES/NO |
| 11 | Offer Forwarding Letter / Tender Submission Letter | Applicable / Not Applicable | YES/NO |
| 12 | Declaration by Authorized Signatory | Applicable / Not Applicable | YES/NO |
| 13 | No Deviation Certificate | Applicable / Not Applicable | YES/NO |

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| | | | |
|----|--|---|-------------------|
| 14 | Declaration confirming knowledge about Site Conditions | Applicable / Not Applicable | YES/NO |
| 15 | Declaration for relation in BHEL | Applicable / Not Applicable | YES/NO |
| 16 | Non-Disclosure Certificate | Applicable / Not Applicable | YES/NO |
| 17 | Bank Account Details for E-Payment | Applicable / Not Applicable | YES/NO |
| 18 | Capacity Evaluation of Bidder for current Tender | Applicable / Not Applicable | YES/NO |
| 19 | Tie Ups/Consortium Agreement are submitted as per format | Applicable / Not Applicable | YES/ NO |
| 20 | Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner. | Applicable / Not Applicable | YES/NO |
| 21 | Analysis of Unit rates | Applicable / Not Applicable | YES/NO |
| 22 | Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process | Applicable / Not Applicable | YES/NO |
| 23 | Annexure-6: RA Price Confirmation and Breakup | Applicable / Not Applicable | YES/NO |
| 24 | Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR | Applicable / Not Applicable | YES/NO |
| 25 | Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT. | Applicable / Not Applicable | YES/NO |
| 26 | Annexure-10 Declaration regarding minimum local content | Applicable / Not Applicable | YES/NO |
| 27 | Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017 | Applicable / Not Applicable | YES/NO |
| 28 | Annexure-13: Bid Security Declaration Form | 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 Laacs
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 Laacs
3. ~~For Enterprises~~ (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs. Laacs and turnover is Rs. Laacs (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. Laacs and turnover is Rs. Laacs (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 Laacs is within permissible limit of Rs Laacs 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~~

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ANNEXURE-4

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {BHE/PW/PUR/MOFGD-300MT-TMC/3199} 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.

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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

{Unit-
Address-}

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. {
BHE/PW/PUR/MOFGD-300MT-TMC/3199dt.{...}

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

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

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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ANNEXURE – 7

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ~~PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT- NAGPUR, MAHARASTRA – 441104~~ The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

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-
- ~~2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.~~
- ~~2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.~~
- ~~2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.~~
- ~~2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.~~
- ~~2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.~~
- ~~2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~
- ~~2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.~~

~~Section 3 – Disqualification from tender process and exclusion from future contracts~~

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

~~Section 4 – Compensation for Damages~~

- ~~4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.~~
- ~~4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.~~

~~Section 5 – Previous Transgression~~

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- ~~5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.~~
- ~~5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.~~

Section 6 – Equal treatment of all Bidders/ Contractors / Sub-contractors

- ~~6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.~~
- ~~6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.~~

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

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

Section 8 – Independent External Monitor(s)

- ~~8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.~~
- ~~8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.~~
- ~~8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.~~
- ~~8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.~~
- ~~8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.~~
- ~~8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.~~
- ~~8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.~~

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.....
~~8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.~~

~~8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.~~

~~8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.~~

~~8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.~~

~~8.12 The word 'Monitor' would include both singular and plural.~~

Section 9 – Pact Duration

~~9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.~~

~~9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.~~

Section 10 – Other Provisions

~~10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.~~

~~10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.~~

~~10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.~~

~~10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.~~

~~10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.~~

For & On behalf of the Principal _____ For & On behalf of the Bidder/ Contractor

(Office Seal) _____ (Office Seal)

Place _____

Date _____

Witness: _____ Witness: _____

(Name & Address) _____ (Name & Address) _____

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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: **BHE/PW/PUR/MOFGD-300MT-TMC/3199**

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:

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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: ***BHE/PW/PUR/MOFGD-300MT-TMC/3199***,
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: ***BHE/PW/PUR/MOFGD-300MT-TMC/3199***,
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)*, is not from such a country / 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.

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ANNEXURE-12

IMPORTANT INFORMATION

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

Postal Address:

AGM /Purchase BHEL PSWR,
SRIMOHINI COMPLEX, Floor No. 5 & 6,
345 KINGSWAY, NAGPUR 440001, INDIA

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

Engineer,Purchase,Email:chaitram@bhel.in Ph+91-8055451608
Manager Purchase, Email: vvoidya@bhel.in Ph: +91-9792334127
Sr Manager Purchase, Email: biraj@bhel.in , Mob;9429198214
GM Purchase, Email: ykarya@bhel.in. Ph: +91 - 712 - 2858 - 633

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/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. **BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**
5. **"Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to

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whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding”.

6. VOID

7. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

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

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

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

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

8. 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. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified .

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2. 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.
 3. 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.
 - 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.

9. Conflict of Interest among Bidders/ Agents:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common;

or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; **and**

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

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.....
h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.”

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines

10. The following Clauses of Volume-IC-General Conditions of Contract (GCC) shall not be applicable for this Contract.

- a) Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
- b) Time of Completion (Clause No. 2.10)
- c) Extension of Time for Completion (Clause No. 2.11)

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-
- d) Overrun Compensation (Clause No. 2.12)
 - e) Interest bearing Recoverable advance (Clause no.2.13)
 - f) Quantity Variation (Clause No.2.14)
 - g) Extra Works (Clause no.2.15)
 - h) Supplementary Works (Clause no.2.16)
 - i) Price Variation Compensation (Clause no. 2.17)
 - j) ~~Retention Amount (Clause no. 2.22)~~
 - k) Performance Guarantee for Workmanship (Clause no. 2.24)

11. Limitation of Liability in Clause 2.22 of General Conditions of contract for services/works has been amended as below:

“Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.”

This shall be the part of General Conditions of Contract for this tender.

12.Clause for Existing Contractor:

Existing Contractor** to whom the subject work for “PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA -441104” has been awarded earlier by BHEL shall not be eligible to quote against this tender.

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ANNEXURE-13

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

To,

AGM/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/MOFGD-300MT-TMC/3199

JOB Description : PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA -441104

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.

1. 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.
2. 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:

3199

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



BHEL PSWR**Notice Inviting Tender****E-Tender Specification Number:** BHE/PW/PUR/MOFGD-300MT-TMC/3199

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| Sl. No. | DESCRIPTION | Chapter |
|-----------|---|--------------|
| Volume-IA | Part-I: Contract specific details | |
| 1 | Project Information | Chapter-I |
| 2 | Scope of Work and Technical Specifications | Chapter-II |
| 3 | Facilities in the scope of Contractor/BHEL | Chapter-III |
| 4 | T&Ps and MMEs to be deployed by Contractor | Chapter-IV |
| 5 | Facilities by BHEL | Chapter-V |
| 6 | Time Schedule | Chapter-VI |
| 7 | Terms of Payment | Chapter-VII |
| 8 | Taxes and other Duties | Chapter-VIII |
| 9 | Drawings | Chapter-IX |
| 10 | General | Chapter-X |
| 11 | Rate Schedule & Price Bid related | Chapter-XI |
| 12 | Other Miscellaneous | Chapter-XII |
| 13 | Technical Specifications of the Offered Crane | Chapter-XIII |

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

| PROJECT INFORMATION | | |
|---------------------|-----------------------------|-------------------------|
| SL No | Description | Details |
| 1.1 | Location | 2X500MW NTPC MAUDA FGD. |
| 1.2 | Nearest Railway Station | Nagpur (40KM) |
| 1.3 | Nearest Airport/Seaport | Nagpur (50KM) |
| 1.4 | Access by Road/Major Cities | Nagpur (40KM) |

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2.0. BROAD SCOPE OF WORK.

PROVIDING SERVICES OF 01 NO. 300 MT BASIC CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA -441104.

The crane shall be engaged in 2X500MW NTPC MAUDA FGD for Erection work of this project wherever required as per instructions of the BHEL Engineer-in-Charge.

2.1. Technical details for TYRE MOUNTED TELESCOPIC CRANE (as in table below):

The offered crane shall meet the following requirements.

| Technical Requirement | | |
|------------------------------|---|--|
| Sl. No. | Description of Parameter/Feature | Details/Requirement |
| 2.1.1 | Number of Crane Required | 01 (One) |
| 2.1.2 | Type/Version of Crane | TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB |
| 2.1.3 | Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) | 300 MT or above |
| 2.1.4 | Boom Type | Telescopic |
| 2.1.5 | Critical Lift Requirement | As per requirement |
| 2.1.6 | Total Boom Length | 65 meter or above |
| 2.1.7 | Jib Type | Fix |
| 2.1.8 | Jib Length | 18 meter or above |
| 2.1.9 | Jib Angle | Min. 2 Angle (like 0 deg, 20 deg & 40 deg) |
| 2.1.10 | Lifting Capacity of Main Hook Block | a) 1 No. of 50-150 MT lifting capacity b) 1 No. 15-50 MT lifting Capacity. c) 1 No. 5-15 MT Single line hook block |
| 2.1.11 | Safety Devices Required | a) Cut off devices when exceeding excessive load moment. b) Main Hoist, Boom Hoist limit switch. c) Safety valve against pipe and hose rupture in case of hydraulic crane. |

NOTE: - BIDDER SHALL FURNISH RELEVANT DOCUMENT IN SUPPORT OF ABOVE-MENTIONED TECHNICAL SPECIFICATION LIKE CRANE TECH CATALOGUE, LIFT PLAN ETC.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

Technical Evaluation will be done as per particular Make & Model of Crane. Bidder may deploy any Sl. No. of same Make & Model of Crane.

2.2 GENERAL REQUIREMENTS

- 2.2.1 The offered crane should have all kinds of safety devices including load limiter, height limiter, slewing limiter, grip block, trolley brake etc. which are all mechanical & Electrical integration products, sensitive and reliable with the capability of working in construction site environment. Other additional safety features, if any, should be made available to user without any additional cost.
- 2.2.2 Bidder shall submit along with technical bid a **copy of load chart** and technical details of crane offered as per **Appendix-A Technical Specification Sheet**.
- 2.2.3 The crane shall be equipped with protective facilities for operator's personal safety when moving up & down. Bidder shall specifically indicate the climbing facility provided with the crane.
- 2.2.4 The manufacturing year of Cranes should not be more than **13 years** as on the latest date of deployment of Crane at Site. Relevant document shall be submitted at site in support of manufacturing year of deployed crane.
- 2.2.5 The crane shall be provided with operator, helper, service & maintenance staff & all other consumables (if any) on fixed monthly hire basis, with separate mobilization, demobilization charges. The crane should be in good working condition. Bidder may please note counter weight as required shall be in the scope of supply of bidder. Bidder shall also furnish detail Load Chart with range diagram. **The subject Crane shall have the capability of working at various heights.**

2.3 HEAVY LIFT ATTACHMENT (HLA)

NOT APPLICABLE.

2.4 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES

- 2.4.1 The price quoted shall be inclusive of operation (**excluding fuel**) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy Operator-cum-Mechanic, Helper and Maintenance Crew to ensure smooth operation and maintenance of the crane without affecting work. The crane shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL engineer.
- 2.4.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (**except fuel**) that are necessary to fulfil the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide fuel commensurate with utilization time and agreed consumption rate.

2.5 FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

Contractor shall arrange and submit fitness certificate of the assembled crane at site from the statutory authority as applicable at his own cost (After Initial crane assembly, Annual, after repair work etc.) other than reason mentioned below*.

***Fitness certificate if required due to change in boom configuration (Reason not attributable to contractor) shall be in BHEL scope.**

2.6 LOAD TESTING AT SITE

BHEL will provide suitable load for carrying out the load test on assembled crane, however contractor shall arrange to & fro transportation of such test load within plant premises and return the same after completion of load test at their own cost.

Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per crane load capacity chart.

2.7 BOOM EXTENSION & REDUCTION

First assembly of the entire crane including required boom length, as decided by Construction Manager BHEL and dismantling for demobilization are in regular scope of these services.

For any in-between requirement of boom extension or reduction, fitment and removal of jib of the cranes at site, the manpower, tools and tackles required shall be provided by BHEL's erection agency free of charges. However, the Contractor shall extend supervisory services of the operating crew for all such instances as necessary for BHEL. This duration shall be treated as services utilized and considered for payment of hire charges.

2.8 RELOCATING CRANE WITHIN SITE PREMISES (Applicable for Tyre Mounted Cranes Only)

When relocating crane within the site premises, BHEL shall arrange/provide trailers for shifting of counterweights of the crane. However, the Contractor shall extend supervisory services for said activity. This duration shall be treated as services utilized and considered for payment of hire charges.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the Scope of Contractor/BHEL

3.0 LUBRICANTS:

Hydraulic oil, Engine Oil, Grease and all other lubricants and associated consumables e.g. filter elements etc., have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost plus overhead charges (prevailing at that time) shall be recovered by BHEL.

3.1 REPAIR & MAINTENANCE COST

The cost of repairs arising during the operation should be borne by the contractor. Necessary manpower, fuel, lubricants, tools & tackles, assist cranes and spare parts shall be made available by the contractor as a normal scope to attend the breakdowns

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

4.0 TOOL & PLANTS

A CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK.

B MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – V: Facilities by BHEL

5.1 FUEL, LUBE AND HYDRAULIC OIL ETC.

Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL/ BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the services are being utilized by BHEL. Consumption of fuel shall be as indicated by the bidder in this offer (Technical Bid). Excess consumption, if any, due to inefficient engine performance, leakage, theft and other reasons attributable to the bidder/crane shall be on the bidders account. The bidder at his own cost shall arrange and meet the Fuel oil (HSD) required during breakdown maintenance.

5.2 SCOPE FOR MOBILISATION & DEMOBILISATION

Contractor shall arrange suitable capacity assist cranes and Tools & Tackles at the respective project site for unloading of crane sub-assemblies, components, assembly, dismantling / loading of the crane during mobilization & de-mobilization of crane. Contractor shall also arrange to and fro transportation, skilled manpower and consumables at his own cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE FOR DEPLOYMENT OF CRANE & COMMENCEMENT OF SERVICES

The deployment schedule of the crane indicated earlier here is tentative. Notwithstanding such indications, **crane shall be deployed and made operational at site within 21 (Twenty One) days from the written intimation for deployment of crane. A separate written notice asking to deploy the crane shall be issued by BHEL. Deployment/mobilization days shall be counted from the date of intimation or date of LOA, whichever is later (Excluding the day of intimation/date of LOA).**

| SL. No | Identification | PROJECT | TENTATIVE DEPLOYMENT MONTH/YEAR | REGULAR CONTRACT DURATION | EXTENSION PROVISION |
|--------|---|------------------------|---------------------------------|---------------------------|---|
| 1 | 300 MT TYRE MOUNTED TELESCOPIC BOOM CRANE | 2X500MW NTPC MAUDA FGD | Dec 2025 | 12 months | Extendable by another 06 (Six) month under the contractually agreed terms & conditions |

Further Extension beyond 06 (Six) Month period under the contractually agreed terms & conditions shall be done as Site requirement.

Delay in deployment shall attract penalty at the rate of 0.5% of the initial contract value (As per initial LOA without any extension period), per week of delay or part thereof subject to a maximum of 10% of the initial contract value (As per initial LOA without any extension period). In case contract is terminated by BHEL (reason not attributable to contractor) before expiry of regular contract period (i.e. without any extension), then contract value shall be the executed value till such time.

Example: Monthly Hiring Charges = ₹10,000/-

Regular Contract Period = 12 Months

Mobilization-Demobilization Charges = ₹20,000/-

Contract Value = Monthly Hiring Charges X Regular Contract Period + (Mobilization-Demobilization Charges) = 10000 x 12 + 20000 = ₹1,40,000/-

Penalty for Deployment Delay for 1 week = 0.005 x 1,40,000 = ₹700/-

6.1.2 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

The contract period shall commence from the 1st successful load testing of crane with mutually agreed boom length at project site location and its written acceptance by BHEL. Duration of hiring will generally be as indicated under 'Regular Duration' in tabular form earlier here. Contract Period may be extended depending upon the requirement of BHEL as specified therein.

If the performance/services of the contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning any reason and no payments will be made for the period after foreclosure.

6.1.3 REGULAR WORKING HOURS

The services of crane with operating crew shall be made available to BHEL round the clock (for duration of Twenty-Four hours per day) including total two-hour break (60 minutes each for lunch and Dinner).

However, **regular working hours will be 12 hrs** (including 01 hour break for lunch) & the same shall be adjusted / agreed to suit the working hours of the project site from time to time. Working beyond normal working hours of 12 hrs shall be treated as overtime and paid on Pro rata Hourly hire basis in line with **Clause no. 7.7**.

6.1.4 EXTENSION PERIOD

Agreed monthly hire charge shall remain **firm** throughout the **Regular Duration** indicated against the crane. Applicable monthly hire charges for **Extension Period** as proposed in this Tender Specification **(and any further extension beyond extension period specified in this tender)** shall be **90%** of the rates agreed for the **regular contract/hiring period**. No other revision of the rate shall be admitted during these periods.

6.1.5 HOLIDAYS AND OTHER BENEFITS:

BHEL holidays (including Sundays) shall be treated as holidays for the operation of this contract. In case services are availed on these days, the same will be treated as overtime.

Being an important power project construction work, erection activities are likely to be carried out on Sundays and other holidays as well. No extra payments are envisaged other than the rentals for such holidays as specified elsewhere herein. The rates quoted by bidders shall be inclusive of such considerations.

6.1.6 BIDDERS REQUEST FOR CHANGE OF CRANE MAKE & MODEL

Bidder should deploy same Make & Model of Crane offered during tendering. Any change of Make & Model of Crane will be allowed after prior approval of BHEL.

Case-I: LOA issued and intimation for Mobilization is given for deployment of Crane within 60 days of TBO:

In this case Bidder's request for change of Crane Make & Model shall be acceptable to BHEL subjected to offered Crane is Technically Suitable as per Tender Condition, however intimation for Mobilization date will remain same for calculation of mobilization period.

Case-II: LOA issued and intimation for Mobilization is given for deployment of Crane after 60 days of TBO:

In this case Bidder's request for change of Crane Make & Model shall be acceptable to BHEL subjected to offered Crane is Technically Suitable as per Tender Condition and request is submitted to BHEL within 07 days of Intimation. **Mobilization period will start from date of issue of LOA amendment.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Terms of Payment

7.0 **PAYMENT TERMS**

- 7.1 The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and GST etc., with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.
- 7.2 Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.
- 7.3 Progressive Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the crane and till the crane withdrawn for de-mobilization from the site. Mobilization/demobilization, local shifting etc., shall be paid separately.
- 7.4 No advance payments shall be made by BHEL for this contract.
- 7.5 Payment towards mobilization and de-mobilisation of crane shall be made in the manner as specified below.
- 7.5.1 First 50% of the specified amount for mobilization and demobilization will be paid after deployment of the crane complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of crane as required by BHEL and BHEL's acceptance of load test of assembled crane at site.
- 7.5.2 Remaining 50% of the specified amount for mobilization and demobilization will be paid after removing the crane from the project site and clearing the site premises in all respect.
- 7.6 **PRO RATA DAILY & HOURLY HIRE CHARGES:** In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days shall be made by BHEL as follows.
- 7.6.1 Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 26
- 7.6.2 Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 312
- 7.7 **HOURLY OVERTIME CHARGES:** If the crane is required beyond the normal working hours as stipulated in this tender specification, overtime payment shall be made as following.
- 7.7.1 Hourly Overtime charges = 15% of Pro Rata Hourly Hire charges (as in 7.6.2)
- Example: if Pro Rata Hourly Hire Charges is ₹ 100/- then Hourly Overtime charge will be ₹ 15/- only.
- 7.8 **SERVICES IN EXTENDED HOURS: Void**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Terms of Payment

7.9 **BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC. DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS**

- 7.9.1 The contractor shall ensure 100% availability of the services of crane. If, however there is any breakdown of the crane, the services shall be restored at the earliest so as not to affect the work at project site.

When the crane becomes idle for the reasons not attributable to BHEL, the idle Period for making the crane ready shall not be paid as rental charges, also a penalty of 10% of the rate for that idle period shall be deducted. i.e. total deduction shall be 1.1 times of idle period from monthly hire charges on pro-rata basis as per clause no. 7.6.

Example:

Monthly Hire Charge is ₹26,000/-

Per day Hire Charge is = ₹26,000/26 days = ₹1,000/-

Crane idle for the reasons not attributable to BHEL- 02 days

Monthly Hire Charge = ₹26,000 - 2 * ₹1000 = ₹24000/-

Penalty for 02 days = 0.1*1000*2= ₹200/-

Monthly Payment = (₹26,000 - ₹ 2000 - ₹ 200) = ₹23800/-

- 7.9.2 BHEL may also choose to utilize the services of the crane in extended hours or on holidays to offset the lost hours due to breakdown in lieu of disallowance (deduction from monthly bills) as stipulated above. Construction Manager BHEL shall permit offsetting of lost hours only after the incidence of such breakdown and usually within the remaining period of the concerned calendar month of breakdown. Carrying forward to subsequent months shall be at the sole discretion of BHEL construction manager.

Offsetting shall be done with express prior permission of BHEL Construction Manager by availing the services in extended hours or on holidays. Depending on the actual project requirement, BHEL may opt to offset the lost hours due to breakdown either partly or fully. In the event of partial offsetting, disallowance as in relevant clause shall be applicable for the remaining lost hours.

- 7.9.3 In case there is a long breakdown of the crane, the contractor shall repair it or substitute with similar or higher capacity crane with BHEL's prior consent (regarding acceptability of the substitute) within 20 days from outage, In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the Risk and Cost of the contractor.
- 7.9.4 If at any moment of time during the execution of work, any crane is found to be not in a good working condition and non-performing at desired minimum capacity, as certified by BHEL engineer, the contractor shall deploy another crane in good working condition within 20 days of BHEL's intimation with minimum desired capacity. In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the Risk and Cost of the contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

8.0 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.
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,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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.

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**

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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

- i. Buyer shall be as per clause (a) of section 206C- (1H)
- ii. Seller shall be as per clause (b) of section 206C- (1H)
- iii. 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 |

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:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other

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Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. 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.
6. 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.
7. 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.
8. 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
9. 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.
10. 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

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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.

11. 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.
12. 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.

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CHAPTER IX – Drawings

Not Applicable

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CHAPTER X – General

10.0 **VOID**

10.0 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).

10.1 **Road permits, Octroi, GST and Declaration Forms etc., required for deployment of the crane at the destination sites shall be arranged by the bidder and necessary registration and/or permission as may be applicable in the respective states shall duly be complied with by the bidder. Quoted price/rates shall be inclusive of above. BHEL will neither issue any Road Permit /GST declaration forms for this purpose nor pay any taxes in this regard.**

10.2 **GENERAL**

10.2.1 In case of any contradiction between “General Condition of Contract” & “Technical Conditions of Contract” of this Tender Specification, the provisions of Technical Condition of Contract shall prevail.

10.2.2 In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount recalculated for the intended order quantity.

10.2.3 In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

10.2.4 In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

10.3 **STATUTORY REQUIREMENTS**

ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.

10.4 **GATE PASS FOR MEN & MATERIALS**

Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

10.5 **INSURANCE COVER FOR MEN & MATERIALS**

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third Party Liability cover for the cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the crane/cranes, to any other persons/ public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities.

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CHAPTER X – General

BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

10.6 ACCOMODATION & LOCAL CONVEYANCE

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site.

10.7 DAILY LOG BOOK

The contractor shall maintain a logbook in duplicate giving full operation details, preventive maintenance and Breakdown records and obtain counter signature of BHEL Engineer in Charge on a daily basis. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.

10.8 RELIEVERS FOR OPERATING CREW

In case any member of the operating crew proceeds on leave/ is absent, the contractor shall arrange alternative beforehand for continuation of work to meet BHEL's time-bound erection programme.

10.9 Safety, Occupational Health and Environmental Management

As per "Health Safety Environment Plan" which is part of Volume IC-GCC.

10.10 LIQUIDATED DAMAGES: As per GCC & conditions in this Technical Bid Volume-I

10.11 SECURITY DEPOSIT & BANK GUARANTEE

10.11.1 Security Deposit: Please refer Clause no. 1.10 of Volume-I C GCC

10.11.2 Contract Value for Security Deposit (SD):

At the beginning of contract, the Security Deposit shall be calculated according to the awarded Contract Value. Subsequently amount of SD shall be regulated based on the Contract Value that is arrived at after taking care of time extensions, short closure etc. Accordingly, contractor shall pay additional amount of SD or BHEL will adjust/refund excess SD if any. For further details, refer Clause no. 1.10 of Volume-I C General Condition of Contract (GCC).

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CHAPTER XI – Rate Schedule & Price Bid Related

11.0 RATE SCHEDULE, QUOTED RATES / PRICE & CONTRACT VALUE.

11.1 Bidders shall quote their price in the Rate Schedule furnished in “Price Bid Specification” issued as Volume-II of this tender specification.

11.2 **Total amount payable towards mobilization and de-mobilization** of crane shall be as in the table below: -

| S No. | Description of Crane | Total Amount for One-Time Mobilization and Demobilization |
|-------|--|---|
| 1 | 300 MT OR ABOVE CAPACITY TYRE MOUNTED TELESCOPIC BOOM CRANE | Rs. 5, 00,000/- (Fix) |

11.3 Mobilization- Demobilization amounts are also indicated in the Rate Schedule for cranes. Bidder shall neither quote any amount towards mobilization and demobilization separately nor make any alteration in these amounts specified by BHEL. Offers with any deviation in this regard will be rejected.

11.4 Bidder shall quote only monthly hire charge rate and indicate the corresponding amount for the duration indicated in the Rate Schedule. Bidder shall also indicate the total amount comprising of total monthly hire charges and mobilization & de-mobilization charges for the crane. In case of any discrepancy between the rates and amounts, the monthly hire charge rate quoted by the bidder shall be considered as correct and the grand total amount for the crane shall be re-calculated for the purpose of offer evaluation.

11.5 Prices shall be inclusive of all applicable taxes (excepting GST), levies, services, consumables (excepting fuel), as per provisions under the Terms & Conditions in scope of contractor mentioned in this Tender Specification.

11.6 Contract Value for Offer Evaluation & Work Order (Award Value):

Total Contract price for One Crane = (Monthly Hire Charges X No. of months in regular contract period) + One-Time Mobilisation-Demobilisation Charges as specified in clause 11.2.

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Chapter-XII - INSTRUCTION FOR FILLING UP APPENDICES

12.0 INSTRUCTION FOR FILLING UP APPENDICES

12.1 "FPQR

Instruction for filling up Appendices: -

- A) Appendix-A workbook contains several sheets. Blank Formats for technical and other essential details of offered Crane(s) is provided in this workbook. Bidder may offer more than one crane model for the tender requirement & submit details in separate sheets provided in Appendix-A as part of Technical cum Commercial Bid.
- B) Bidders shall furnish appropriate supporting documents duly furnishing cross-reference in the Appendices.
- C) In case of insufficient space in the Appendix, bidder shall use additional sheets in order to furnish complete information.