

Rev 02
17th Sept
2020

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref:

Date: --/--/----

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NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB) are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-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

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/NR/SCT/ CRANE TRANSPORTATION /1236
ii	Broad Scope of job	Transportation of Portal Gantry crane from Anpara (UP) site to Panki (UP) site
iii	DETAILS OF TENDER DOCUMENT	
a		<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <i>Applicable</i>
b		<i>Special Conditions of Contract (SCC)</i> <i>Applicable</i>
c		<i>General Conditions of Contract (GCC)</i> <i>Applicable</i>
d		<i>Forms and Procedures</i>
e		<i>Price Schedule (Absolute value).</i> <i>Applicable</i>
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL eProcurement portal (https://eprocurebhel.co.in) till due date of submission: Start : 25/08/2021 , Time : 18:00 hrs Closes: 31/08/2021 , Time : 10:00 hrs Brief information of the tenders shall also be available at BHEL website (www.bhel.com) <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 31/08/2021 , Time : 10:00 hrs Place : on https://eprocurebhel.co.in <i>Applicable</i>
vi	OPENING OF TENDER	Date : 31/08/2021 , Time : 15:30 hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date &

		<i>time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</i>	
vii	EMD AMOUNT	Rs. 25,600 /-	<i>Applicable</i>
viii	COST OF TENDER	<i>Free</i>	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Two days before bid submission due date Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <p>1) Name: Shabana Parveen Designation: Dy. Manager Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline/Mobile) 0120 - 2416444 Email : shabana.parveen@bhel.in</p> <p>2) Name: G.V.RAJASEKHAR Designation: SR. Manager Deptt: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline/Mobile) 0120-2416232 Email : gvr@bhel.in</p>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)		<i>Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Not applicable.</i>
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 Corrigendums), BHEL eProcurement portal (https://eprocurebhel.co.in) and not in the newspapers. Bidders to keep themselves updated with all such information.</p>	

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

3.0 **Not Used.**

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

For Electronic Fund Transfer the details are as below:-

a) Name of the Beneficiary -: Bharat Heavy Electricals Limited**b) Bank Particulars**

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

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

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)

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**)

The contact details of the service provider are given below:

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

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

International bidders are requested to prefix 91 as country code

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

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

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

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

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

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

6.0 Not used.

- 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 **Assessment of Capacity of Bidders: Not Applicable**

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Integrity Pact- Not applicable
- 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 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 Consortium Bidding –Not applicable
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**
BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
 - (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
 - (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may

be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE) – Not applicable

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:-
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

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

32.0 Not used

- 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 Not used**36.0 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)
- e. Special Conditions of Contract (SCC)
- f. General Conditions of Contract (GCC)
- g. Forms and Procedures

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

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Reverse Auction Process Compliance Form

- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- ~~(vii) Annexure-7: Integrity Pact~~
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration reg. Related Firms & their areas of Activities
- (x) Annexure-10: Declaration reg. minimum local content in line with revised public procurement
- (xi) Annexure-11: Declaration by the Contractor
- (xii) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS (PQR)**

JOB	Transportation of Portal Gantry crane from Anpara (UP) site to Panki (UP) site
TENDER NO.	BHEL/NR/SCT/ CRANE TRANSPORTATION /1236

SL. NO.	NAME AND DESCRIPTION OF PRE QUALIFICATION CRITERIA														
A	Submission of Integrity Pact			Not applicable											
B	Assessment of Capacity of bidder to execute the work as per clause 9.0 of NIT			Not applicable											
C	<p><u>Technical</u> Bidder shall have the experience of having successfully completed similar work during last seven years from latest date of bid submission.</p> <table><tr><th rowspan="2">SL. NO.</th><th colspan="3">SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS</th></tr><tr><th>ONE WORK (in lacs)</th><th>TWO WORKS (in lacs) EACH</th><th>THREE WORKS (in lacs) EACH</th></tr><tr><td>Lot</td><td>10.24</td><td>6.4</td><td>5.12</td></tr></table> <p>“Similar Work” shall be defined as “transportation of consignment/material from one place to another in trailer/s”.</p>			SL. NO.	SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS			ONE WORK (in lacs)	TWO WORKS (in lacs) EACH	THREE WORKS (in lacs) EACH	Lot	10.24	6.4	5.12	Applicable
SL. NO.	SIMILAR WORK EXPERIENCE IN TERMS OF NO. OF WORKS														
	ONE WORK (in lacs)	TWO WORKS (in lacs) EACH	THREE WORKS (in lacs) EACH												
Lot	10.24	6.4	5.12												
D D-1	<p><u>FINANCIAL TURNOVER:</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 3.84 Lakhs or more over last three Financial Years (FY) i.e. (2017-18, 2018-19 & 2019-20). Bidder shall submit the Audited Balance Sheet and Profit & Loss Account in support of this.</p> <p>In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.</p> <p>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>			Applicable											
D-2	<p><u>Net worth:</u> Net worth (only in case of companies) of the bidder should be positive.</p> <p>Note: Net worth shall be calculated based on the latest Audited Accounts, as furnished for ‘D-1’ above.</p>														

D-3	<p>Net worth = Paid up share capital* + Reserves.</p> <p>Profit: Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'D-1' above.</p> <p>Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'D-1' above.</p>	
D-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-4) to this effect.	
E	Approval of Customer	Not Applicable
F	<p>Reverse Auction / Price Bid Opening</p> <p>Note: Reverse Auction/ Price Bid opening of only those bidders shall be done who stand qualified after compliance of criteria A to E</p>	BY BHEL
G	Consortium Criteria	Not Applicable

Explanatory Notes for QR:

- For sl. no. 'C' above, "**Similar Work**" shall be defined as "**transportation of consignment/material from one place to another in trailer/s**" of capacity as mentioned in the above table.
- For evaluation of PQR, in case Bidder alone does not meet the prequalifying technical criteria 'C' above, bidder may utilize the experience of its Parent/Subsidiary Company along with its own experience, subject to following:
 - The parent Company shall have a controlling stake of ≥50% in the subsidiary company (as per Format-1).
 - 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 value.
 - 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).
- For Sl. No. 'C' above, actual executed value shall be considered.
- Completion date for achievement of the technical criteria 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.
- 'Executed' means the bidder should have achieved the technical criteria even if the contract has not been completed or closed.
- 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-

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

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).
 X_0 = 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).
 Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

7. Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.

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.

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)

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 Nodated..... 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 fulfilment 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

ANNEXURE - 2**CHECK LIST****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 (✓) 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	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Analysis of Unit rates	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 :

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

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:
 RsLacs
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:
 RsLacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs..... Lacs forMicro / 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

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.{.....} 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.

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	

ANNEXURE – 6

RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

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

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:**

ANNEXURE – 7

INTEGRITY PACT

NOT APPLICABLE

ANNEXURE – 8

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____

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

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

Place:

Date:

ANNEXURE-9**DECLARATION**

Date: _____

To: _____
Address: 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: _____

Annexure-10

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

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

To,

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

Dear Sir,

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

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

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

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

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ... | |
| ... | |
| ... | |

Thanking you,
Yours faithfully,

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

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

Note:

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

ANNEXURE-11**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017***(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

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

Dear Sir,

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

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

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ **(SPECIFY THE NAME OF THE ORGANIZATION HERE)**, 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.

TECHNICAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

- 1.1 This tender specification covers Transportation of 360MT capacity Portal Gantry crane from BHEL Anpara (UP) site to BHEL Panki (UP) site as per details given below:

S.NO.	DESCRIPTION OF T&Ps TO BE TRANSPORTED	DISPATCHING SITE	RECEIVING SITE	DESCRIPTION OF APPROX.VEHICLES REQUIRED FOR TRANSPORTATION
1	360 MT CAP. Portal Gantry Crane with spares and accessories	ANPARA (UP)	PANKI (UP)	Semi/ Flat bed Trailers – 11 nos.

Tentative packing list indicating components of crane to be transported is enclosed as Annexure-A

- 1.2 Single Lump sum price is to be quoted for transportation of this crane from dispatching site to receiving site as mentioned in clause no.1.1 above; i.e. single lump sum price as per rate schedule in part II, Price bid.
- 1.3 Proper lashing/anchoring for safe transportation of the materials is to be arranged by transporter. Requirement of any angle / channel and its welding for locking of heavy consignments shall be provided by BHEL, if required.
- 1.4 Loading & unloading shall be carried out by BHEL or BHEL's contractor.
- 1.5 Transit insurance of materials belonging to BHEL shall be arranged by BHEL.
- 1.6 Transporter shall deploy roadworthy and suitable vehicles duly insured as per MVI norms. (Vehicles should have interstate permit so that there is no problem with RTO during transit) for transporting of materials from one site to other BHEL site. **The safe transportation of the consignments up to the destination shall be the responsibility of the transporter. It is to be noted that the consignment has to be transported on door delivery basis.**
- 1.7 The transporter shall furnish details of GRs etc by FAX/mail to consigner/consignee and Engineer (FEX), Noida. Registration number of the vehicle/Prime mover shall be clearly mentioned on the LR. In case the trailer has separate registration number, it should also be mentioned in the LR.
- 1.8 **Transshipment and overloading of vehicles will not be allowed.** The contractor shall ensure complete safety of the cargo/consignments during transportation including its security. In

case of breakdown of vehicles, transshipments, if necessary, will be undertaken by the contractor at his own risk and cost. Permission for such transshipment shall have to be taken from BHEL. Any transshipment made for any reason other than stated above or without prior permission of BHEL authority, will result in a penalty @ 10% of the freight charges in addition to initiation of action for suspension of business dealings as per BHEL policy.

- 1.9 **Transporters shall take all statutory clearance/approvals from concerned Indian/state Authorities for safe transport and timely completion of delivery of cargoes on door delivery basis.** All commercial implication in this respect shall be borne by the transporter. However, assistance, as felt necessary shall be provided by BHEL. The transporter shall be responsible for paying any penalty/demurrage, if the same is payable on account of violating any rules and regulations at any point of time and lack of knowledge shall not be any excuse for the same.
- 1.10 Detention charges, if any, on account of delay while loading/unloading after 48 hours at both ends shall be paid extra @ Rs.3500/- per day per Low Bed Trailer and @ Rs.1500/- per day per Mechanical Trailer and Rs. 500/ per day for Taurus/Truck.
- 1.11 Contractor shall arrange the entry gate pass for their crew for which necessary documents shall be forwarded by BHEL to the concern Authority/ Customer, if required.
- 1.12 **The bidder shall specifically confirm that they have inspected both the sites (Despatching & Receiving site) of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition.** He will also confirm that local taxation laws/**Local or Truck UNION** and total environmental conditions in and around of both the sites, have been clearly understood by him and that their rates have been quoted accordingly. Bidders are advised to carry out route survey in order to get themselves acquainted with the prevailing road conditions and situations before submitting their offer.
- 1.13 Number of Trailers/Trucks in respect of this Tender as indicated in clause no.1.1 above is tentative and indicative only. It is however, the **responsibility of the Transporter/ Contractor to make actual assessment of the requirement of Trailers/Truck** based on inspection of cranes, spares, accessories/other equipments by the bidder. The contractor has to carry out the work within finally accepted price. **If the number of Trailers/trucks increase or decrease during the execution, no extra payment or deduction will be made by BHEL,** as the Contract value shall be firm in nature.
- 1.14 Responsibility of Transportation of BHEL Consignments up to respective sites and deployment of suitable Trailers shall lie with the Transporter.
- 1.15 It should be noted that **transportation of all the accessories including MS plates (if any), spare parts and all other parts related to crane is also included in the scope of transportation.**

- 1.16 **CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.**
- 1.17 **If there is any change in deployment plan of the materials to be transported at any stage, BHEL reserves the right to cancel the tender and the contract, even if awarded.**
- 1.18 The contractor shall comply with all the safety and quality norms of BHEL customer inside the plant premises.

2.0 TERMS OF PAYMENT

100% payment within 30 days after receipt of bills along with the proof of receipt of consignments at the site and certification from BHEL engineer that work has been satisfactorily completed and that there is no recovery due against the transporter against this contract. The transporter shall also submit counterfoils of road permits, if any, issued to them along with the documents. The bills and relevant documents shall be submitted to receiving site for payment.

3.0 RATE SCHEDULE

- 3.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates. Lumpsum single price is to be quoted as per Annexure I of TCC. Price to be quoted in Price bid only.

4.0 TAXES & DUTIES

- The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
- 4.1

However, provisions regarding **GST** on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

4.2 GST (Goods and Services Tax)

- GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be **exclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
- 4.2.1
- The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
- 4.2.2
- Contractor shall obtain prior written consent of BHEL before billing the amount towards
- 4.2.3

such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

4.2.4 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

4.2.5 Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.

4.2.6 Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.

4.2.7 Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.

Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -

- a. Supply of goods and/or services have been received by BHEL.
- b. Original Tax Invoice has been submitted to BHEL.
- c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
- d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
- 4.2.8 e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
- g. Contractor has to submit an undertaking confirming the payment of all due GST

in respect of invoices pertaining to BHEL.

- 4.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
- 4.2.10 TDS as applicable under GST law shall be deducted from contractor's bill.
- 4.2.11 Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 4.2.12 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 4.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contractor's due payment.
- 4.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contractor.
- 4.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

Variation in Taxes & Duties:

- Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.
- 4.2.16 In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.
- In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

4.3 **Income Tax:**

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

5.0 TIME SCHEDULE

- 5.1 The contract shall be valid for a period of one year from date of issue of LOI. However the validity of contract can be extended by mutual consent on same rates, terms and conditions.

- 5.2 **The schedule of commencement of work related to transportation of each consignment shall be decided by BHEL as per requirement. BHEL will intimate schedule date of start of work related to transportation of a particular consignments from the particular site, with a notice period of 3 days.** Entire work for transportation of the crane under this contract is required to be completed, in all respect, within 15 days from the schedule date of start of work as above.

The completion schedule will be counted from the scheduled date of start of work intimated by BHEL. However, detention period, as certified by BHEL Engineer, will not be accounted for the purpose of completion schedule.

6.0 SAFE DELIVERY OF MATERIALS:

The transporter shall be responsible for safe transportation of materials. Any shortages /damages / theft noted during transportation shall be onto transporter's account.

7.0 VEHICLE CONDITION STIPULATION:

The vehicles i.e. Trailer (s) / Truck (s) provided should be in sound condition and of suitable capacity (as per its registration book) to carry equipment. They should have valid RTA permit with tax & insurance fees cleared and valid fitness certificates available. The drivers of the vehicles must possess valid driving licenses for the category of vehicles deployed. If the condition of the vehicle deployed is not found satisfactory by BHEL representative, replacement for the same shall be sought and any delay on this account shall be in part of the transporter.

8.0 PACKING MATERIALS FOR LOADING:

Wire ropes, manila ropes, turn buckles, gunny bags, rubber sheets, wooden sleepers, tarpaulins etc. as required for placing, securing, tying and covering the material (if required) to ensure safe transportation with fastening / lashing / anchoring provision are to be arranged by the transporter within the quoted price.

9.0 WAY BILLS / ROAD PERMITS FOR TRANSPORTATION:

State Road Permit Form / Way Bills as may be required for the material to be transported shall be arranged by BHEL and handed over to transporter during or shortly before execution of the job. Counterfoil of such Way Bills or endorsed copy of e-Way Bill (as applicable) must be returned by the transporter to destination site & got recorded in LR Copy on completion of work.

10.0 EXIT & ENTRY GATE PASSES:

Based on the vehicle documents and documents to be provided by BHEL site, transporter has to organize the Exit / Entry Gate passes for the vehicle along with consignment both at origin and destination sites. BHEL shall render necessary assistances in preparation of forwarding challan etc. for the consignment.

11.0 RESPONSIBILITIES OF TRANSPORTER DURING MOVEMENT OF CONSIGNMENT:

All R.T.A. stipulations for movement of Heavy Goods shall be followed by Transporter en route. All care for protecting the equipment from rains, storm and any other seasonal effects during custody including all road safety precautions required e.g. red flags, light etc. shall be arranged by the transporter in this job within the contract price. Any detention en route shall be responsibility of the transporter and if any cost incurred by BHEL in clearing detention, shall be recovered from transporter's bill. The rates shall also include contingency expenses arising at the loading, transit and unloading points.

12.0 DAMAGES & RECOVERIES/COMPENSATIONS:

On receipt of the consignments by transporter, it shall be considered that the consignment is handed over by the consignor in good condition, unless otherwise indicated on the challan at the time of taking delivery from the consignors at the loading point, and the transporter shall remain responsible for safe & timely transportation of the goods thereafter. In case of any shortages/ damages whatsoever, on such consignments, the value of the materials short received/delivered or damaged will be recovered from the transporter's bill.

13.0 CARRIERS ACT & MV ACT:

The contract as entered into between BHEL and the transporter shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the carrier's act 1965 and MV Act 1996 as amended up-to-date. Any change in the aforesaid Acts during the contract tenure as notified by the Ministry of Surface Transport, Govt. Of India shall be binding both on BHEL & the transporter.

14.0 TRANSIT INSURANCE:

Transit Insurance of the consignment shall be arranged by BHEL. Transporter has to mention insurance policy no. provided by BHEL in each of the LR copies. In the event of any loss/damage to the consignment during transit, the transporter shall immediately file an FIR/ Diary (if required) and submit a damage report to the consignee & consignor with complete details & extent of loss/ damages. Transporter should co-operate with BHEL in all respect towards lodging of proper claim by BHEL on the insurer/underwriters and shall also coordinate all activities pertaining to the survey of the damaged consignment. This shall, however, not absolve the transporter of any responsibility for safe & proper transportation of the consignment to the destination and of his ability to compensate BHEL for the damages/shortages in respect of the consignments. It may also be noted that the transit insurance coverage taken by BHEL is limited to our equipment only & not for the vehicle deployed by the transporter under any circumstances.

DURING TRANSIT, IF THE VEHICLE ALONG WITH BHEL CONSIGNMENT MEETS ANY ACCIDENT, THE RESPONSIBILITY OF RETRIEVAL OF THE CONSIGNMENT SHALL BE WITH THE TRANSPORTER AND BHEL SHALL NOT BEAR ANY FINANCIAL IMPLICATION FOR THE SAME EXCEPT FOR REPAIR OF DAMAGED ITEM/EQUIPMENT. THE TRANSPORTER SHALL BE RESPONSIBLE FOR REPAIR OF THEIR VEHICLE AT THEIR COST. The third party liability/ insurance will also be in the transporter's scope within quoted rates.

15.0 FORCE MAJEURE CONDITIONS:

Natural disruptions like flood, earthquake and conditions like war, strikes, riots, road breaches etc. shall be treated as force majeure and any delay in the job due to above reasons shall be considered by BHEL on representation with documentary evidences.

16.0 PERFORMANCE OF THE VENDOR:

Performance of the vendor shall be measured as per attached **Annexure-III**. Reports shall be received from site against each job and the same shall be communicated to the vendor. In case the performance of the contractor is not satisfactory (i.e. below 60%), BHEL reserves the right to initiate suitable action against the contractor which may lead to suspension/termination/banning and delisting in accordance with procedure in vogue.

17.0 SPECIAL INSTRUCTIONS FOR BID SUBMISSION

While submitting Bid, the Bidder shall disclose/confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.

- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- (ii) Details/particulars of Partners/Proprietors/Directors of bidder/ such group concerns or affiliates etc. including details of DIN numbers (in case of Directors) and PAN number (in case of Partners/Proprietors) duly supported by self attested copies of relevant documents.
- (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/ companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.
- (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- (v) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for Suspension of Business Dealings, without any liability for any compensation to the Bidder if
 - BHEL discovers at any time that any statement made by the Bidder in the affidavit cum undertaking is false, fraudulent or
 - any document submitted by the Bidder was fake or forged

- or if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the Bidder.

The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per the clause **(iii), (iv) and (v)**, shall be liable to be summarily rejected.

ANNEXURE-A:**Tentative Packing list for transportation of one no. 360T capacity Portal Gantry crane**

Sl.no	Description	Qty	Approximate weight	DIMENSION In feet LxWxH	Vehicle required	No of vehicles
01	Girder Beam with monkey Ladder	1 no	22MT	40x17.5x8	Suitable trailer	1 NO
	Leg Piece for Girder Beam	2 nos				
02	Girder with Platform		23 MT	40 x 16x8	Suitable trailer	1 NO
03	Main Gilder Small	1 no	22 MT	40 x 8 x8	Suitable trailer	1 NO
	Vertical leg	1 no				
04	Main Girder	1 no	33 MT	62 x8x8	Suitable trailer	1 NO
05	Main Girder	1 no	33 MT	62x 8x 8	Suitable trailer	1 NO
06	Main Girder Small	1 no	22 MT	40x8x 8	Suitable trailer	1 NO
	Vertical leg	1 no				
07	Electrical Hoist complete with rope, Motors, gear box. and Other accessories and fittings	1 set	23.50 MT	40 x 10.5x8	Suitable trailer	1 NO
	Heavy duty hook	1 no				

Sl.no	Description	Qty	Approx. weight	DIMENSION LxWxH FT	Vehicle required	No. Of vehicles
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08	Electrical Hoist complete with rope Of 265Mtr with Motors, gear box, and other accessories and fittings	1 set	22MT	40 x	Suitable trailer	1 NO
	Hook small	2 Nos				
09	Girder with platform	1 no	20MT	40x8x8	Suitable trailer	
10	Platforms and electrical control panel with connecting cable and accessories		20MT	40 x 10.5 x8	Suitable trailer	1 NO
	Bolts, washers and nuts in closed box Rope wedge socket	2 sets				
	Pedestals	8 Nos				
11	Slings dia 108 mm	3 nos	20MT	40x8x8	Suitable trailer	1 NO
	Slings dia 52mm	2 nos				
	Addl Leg pieces	4 nos				
	New Gear box	1 no.				
	Lifting Beam big	1 no.				

Total no of Trailers Required -11

VENDOR PERFORMANCE FEEDBACK

NAME OF PROJECT/SITE:

NAME OF THE VENDOR:

WORK ORDER REFERENCE:

PERFORMANCE FEEDBACK / JOB:

SL NO.	DETAILS	PERFORMANCE FEEDBACK				
		5	4	3	2	1
1	MANPOWER					
1.1	Loading Supervisor Skill					
1.2	Job Co-ordinator Skill					
	TOTAL of 1					
2	QUALITY					
2.1	Quality of Provided Truck/Trailers					
2.2	Quality of Sleepers provided					
2.3	Quality of packing material provided					
2.4	Timely deployment of trailers					
2.5	Timely completion of job					
2.6	Work as per customer satisfaction					
	TOTAL of 2					
3	OTHERS					
3.1	Behavioral Aspect					
3.2	Responsiveness to statutory regulations and compliance level					
	TOTAL of 3					

(Signature of Site engineer)

(Signature of Construction Manager)

EVALUATION OF VENDOR PERFORMANCE

NAME OF PROJECT:

NAME OF THE VENDOR:

WORK ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SL. NO.	CRITERIA	MAX. SCORE	WEIGHTAGE	SCORE OBTAINED	WEIGHTED SCORE
1	MANPOWER	10	2.5		
2	QUALITY	30	2		
3	OTHERS	10	1.5		
TOTAL WEIGHTED SCORE (OUT OF 100)					
LESS: Score for Accidents attributable to Contractor during the reporting period (Major @ 3, minor @1)					
Major Accidents - Fatal, Permanent Disability, Major damage to Equipment					
Minor Accidents - All others.					
<u>Net Weighted Score (out of 100):</u>					-
Overall Performance Evaluation:		Good/ Satisfactory/Unsatisfactory			
<u>Net Weighted Score</u>					
80% and above			-Good		
Between 60% to 80%			-Satisfactory		
60% and Below			-Unsatisfactory		

(Signature of ENGR/FEX-HQ)

(Signature of Head/FEX-HQ)

UNPRICED RATE SCHEDULE

S.NO.	DESCRIPTION OF WORKS	TOTAL AMOUNT In INR
1	Total Rate in Lump sum for Transportation of 360MT capacity Portal Gantry Crane from BHEL ANPARA site (UP) to BHEL PANKI site (UP)	"A"
	TOTAL AMOUNT	

NOTES:

- 1.0 Above quoted rates shall be firm throughout the contract period.
- 2.0 **No. of Trailers indicated in the TCC Clause No.1.0 is Tentative only. The bidders are required to make their own assessment and quote accordingly.**
- 3.0 Single lump sum price is to be quoted for transportation for entire scope of work.