

TENDER SPECIFICATION
Tender Specification No.: BHE/PW/PUR/HQ-HR-PAINTING/3214
FOR

Repair & renovation work (i.e. painting, door fixing, canteen renovation, reception, tile work, washrooms etc. at 5th & 6th floor ShreeMohini complex at BHEL PSWR - HQ, 345, Kingsway, Nagpur -440001.

VOL-I: TECHNICAL BID



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

पावर सेक्टर- पश्चिमी क्षेत्र Power Sector-Western Region
 श्रीमोहिनी काम्पलेक्स, 345 किंग्सवे, नागपूर Shreemohini complex, 345 Kingsway Nagpur - 440 001
 फोन / Phone 0712- 2858600, फैक्स FAX: 0712-2858699 www.bhelpswr.co.in

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3214

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



T.S. NO.: BHE/PW/PUR/HQ-HR-PAINTING/3214

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES : PORTAL → <https://eprocurebhel.co.in>

Dear Sir/Madam

Sub.: **NOTICE INVITING TENDER**

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	T.S. NO.: BHE/PW/PUR/HQ-HR-PAINTING/3214	
ii	Broad Scope of job	<u>Repair & renovation work (i.e. painting, door fixing, canteen renovation, reception, tile work, washrooms etc. at 5th & 6th floor ShreeMohini complex at BHEL PSWR - HQ, 345, Kingsway, Nagpur -440001.</u>	
iii	DETAILS OF TENDER DOCUMENT		
	<i>Vol-I - Tender Specification Applicable</i>		
	<i>Vol-II- Price Bid Specification- Applicable</i>		
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 02/02/2026, Time :15:00 Hrs Closes: 07/02/2026, Time: 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 07/02/2026, Time: 13.00 Hrs ▪ Place: on E-Tender Portal https://eprocurebhel.co.in	<i>Applicable</i>

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vi	OPENING OF TENDER	Date: 07/02/2026, Time: 17.00 Hrs Notes: <i>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</i> <i>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</i>	<i>Applicable</i>
vii	EMD AMOUNT	Nil <i>(MSE Bidders are exempt from paying EMD, Bidder need to furnish proof against the same)</i>	<i>Applicable</i>
viii	COST OF TENDER	NA	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: <u>Contact details (BHEL-PSWR)</u> Chaitram Patel, Engineer (Purchase) Ph: 8055451608 E-mail: chaitram@bhel.in Name: Ram Kumar Ganeshia (For Site Visit) Designation: Engineer Dept: HR Email: ganeshia@bhel.in Mobile- 9977700574 Biraj Roy, Sr. Manager (Purchase) Ph: 9856083706 E-mail: biraj@bhel.in	<i>Applicable</i>
X	Pre-Bid Discussion	<i>Not Applicable.</i> <i>Bidder shall visit site/ BHEL office for scope of work</i>	
xi	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (Tender Notifications >View Corrigendum">www.bhel.com-->Tender Notifications >View Corrigendum), Central Public Procurement portal	

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

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

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

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

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

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

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

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD		
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY, NAGPUR		

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NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE 00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

The tender shall be submitted online 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.

Note:

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

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider-:

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

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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

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

The contact details of the DSC certifying authority:-

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

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

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

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

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

Sl. no.	Description	Remarks
Part-I A		
	<p><u>ENVELOPE – I superscribed as:</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO.: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:</u></p> <p>i. Covering letter/Offer forwarding letter of Tenderer.</p> <p>ii. Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><u>Note:</u></p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p>	

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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 Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume - I B : <u>Special Conditions of Contract (SCC)</u>	
x.	Volume - I C : <u>General Conditions of Contract (GCC)</u>	
xi.	Volume - I D : <u>Forms & Procedures</u>	
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.:

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	NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: 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	<ul style="list-style-type: none"> <input type="checkbox"/> Envelopes I <input type="checkbox"/> Envelopes II <input type="checkbox"/> Envelopes III 	

- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

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

3.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

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Annexure – I : PRE QUALIFYING REQUIREMENTS

JOB	<u>Repair & renovation work (i.e. painting, door fixing, canteen renovation, reception, tile work, washrooms etc. at 5th & 6th floor ShreeMohini complex at BHEL PSWR – HQ, 345, Kingsway, Nagpur -440001</u>
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SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	<u>Integrity Pact</u>	<u>Not Applicable</u>	

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<p>B</p> <p><u>Technical:</u></p> <p>Bidder must have successfully executed any General Civil Works of similar nature under single Work Order of value not less than ₹4.30 Lakhs (Excl. taxes) in any Government Organization/PSU/Autonomous Body/Private in last 03 years as on latest date of bid submission.</p> <p>Note: Bidder should submit PO copy as a proof of supply/experience as per PQR which shall be cross verified from the end user. In case PO couldn't be verified, bid shall be treated as incomplete and shall be liable to be rejected during evaluation.</p>	<p>APPLICABLE</p>	
<p>C.1</p> <p>Financial TURNOVER</p> <p>Bidders must have achieved an average annual financial turnover (audited) of Rs 2.58 Lakhs or more over last three Financial Years (FY) i.e. 2022-23, 2023-24 & 2024-25</p>	<p>Applicable</p>	
<p>C-2</p> <p>NETWORTH (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.</p>	<p>Applicable</p>	
<p>C-3</p> <p>PROFIT 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 & 2024-25). Bidders to submit audited balance sheets and profit & loss statements for the years as supporting documents..</p>	<p>Applicable</p>	
<p>C-4</p> <p>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</p>	<p>Applicable</p>	

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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	

Annexure -2

IMPORTANT INFORMATION

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

Postal Address:

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

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

- a) Engineer Purchase, Email id: chaitram@bhel.in Ph: +91 – 8055451608
- b) Sr. Manager Purchase, Email: biraj@bhel.in Ph: +91- 9911170053

- 1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification -> List of Banned Firms)**
- 2. Refer Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com/vender registration/pdf/Suspension guidelines abridged.pdf) on "supplier registration page" at the following link: <http://www.bhel.com/vender registration/pdf/Suspension guidelines abridged.pdf>**
- 3. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**

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

1.1. Commitment by BHEL:

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

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

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contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

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

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

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

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

- 8. Micro and Small Enterprises (MSE)**

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

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

~~Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.~~

- a) ~~MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011 MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure - 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of~~

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~~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.~~

9. PREFERENCE TO MAKE IN INDIA: THIS TENDER IS RESERVED FOR CLASS I LOCAL SUPPLIER. MINIMUM 50% LOCAL CONTENT REQUIRED FOR MII COMPLIANCE.

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 19.07.2024** 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.

9.1 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.

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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**.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

10. FORFEITURE OF EMD: Not Applicable

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

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

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

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

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

~~EMD shall not carry any interest.~~

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

11. Security deposit : Not Applicable

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- ~~Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be 5 % of the order Value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.~~
- ~~**Modes of Security Deposit:** The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of the following forms~~
 - i) ~~Cash (as permissible under the extant Income Tax Act)~~
 - ii) ~~Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL~~
 - iii) ~~Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.~~
 - iv) ~~Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.~~
 - v) ~~Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).~~
- ~~**Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.~~

~~In case the value of work exceeds from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:~~

~~The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.~~
- ~~**Delay in 1st submission of SD:** SD is to be furnished by the vendor before start of work. No payment will be released till SD is submitted by the vendor.~~

~~However if requested by the vendor, cash recovery equivalent to SD value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SD value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).~~
- ~~The Security Deposit shall not carry any interest~~
- ~~The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.~~
- ~~The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the fulfillment of all contractual obligations as per terms of the contract.~~
- ~~BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of~~

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~~termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.~~

- ~~**RETURN OF SECURITY DEPOSIT** Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.~~

Note:

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

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

13. EXECUTION OF CONTRACT AGREEMENT: Not applicable.

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

~~The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL~~

14. REJECTION OF TENDER & OTHER CONDITIONS:

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

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

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

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

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

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

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

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

15. LANGUAGE:

- 1) The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 2) All entries in the tender shall either be typed (in case of E tender, E portal shall be used) or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

16. PRICE DISCREPANCY: In the case of price bid opening if there are differences between the rates given by the tenderer in words and figures then amount given in words shall be given priority.

17. EVALUATION OF BIDS

- i) Technical Bids submitted by the tenderer will be opened first (ONLINE) and evaluated for fulfilling the conditions in NIT/Tender documents, based on documentary evidences submitted/Uploaded along with the offer
- ii) In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour+consumables without T&P, then the responsibility of execution is assigned to the first agency and not to the agency who has executed

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only as labour supply contractor. Further, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job

iii) In case the qualifying experience is claimed by private organizations based on Work Order and completion certificates from another private organization, BHEL reserves the right to ask for further proofs including submission of TDS certificates for the said job

iv) Assessing Bidder Capacity for executing the current tender shall be as per Notice Inviting Tender

v) Price Bids of shortlisted bidders shall only be opened through the conventional price bid opening/ (Online) ~~or through electronic Reverse Auction~~, at the discretion of BHEL

vi) In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 (lowest) rate is arrived.

vii) Price Bids of unqualified bidders shall not be opened. Reasons for rejection shall be intimated in due course after issue of LOI/LOA to successful bidder and receipt of unqualified acceptance from the successful bidder.

18. Documentary proof to be submitted against type of firm

ii) IN CASE OF INDIVIDUAL TENDERER: His / her full name, address and place & nature of business.

iii) IN CASE OF PARTNERSHIP FIRM: The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership dully certified by the Notary Public shall be enclosed.

iv) IN CASE OF COMPANIES:

- a. Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished).
- b. Nature of business carried on by the Company and the provisions of the Memorandum relating thereto.

19. The Following Bank Guarantees shall be acceptable:

—Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

State Bank of India

ABN Amro Bank N.V.

Bank of Baroda

Canara Bank

Citi Bank N.A.

Corporation Bank

Deutsche Bank

HDFC Bank Ltd.

The Hongkond and Shanghai Banking Corporation Ltd

ICICI Bank Ltd.

IDBI Ltd.

Punjab National Bank

Standard Chartered Bank

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State Bank of Travancore

State Bank of Hyderabad

Syndicate Bank

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

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

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

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

i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

ii) The Bank Guarantees shall be as per prescribed formats. (Format shall be provided at the request of successful bidder)

iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL in charge. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the concerned in charge and submitted.

v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

vii) The Original Bank Guarantee/any extensions/amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

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

21. VALIDITY OF OFFER:

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

22. Compensation in case of Death/ Permanent Incapacitation of Person: Not Applicable

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

- ~~b) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.~~
- ~~c) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.~~
- ~~d) Compensation in respect of each of the victims:~~
 - ~~(i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten Lakh)~~
 - ~~(ii) In the event of other permanent disability: Rs 7,00,000/- (Rs Seven Lakh)~~

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

23. QUALIFICATION OF TENDERERS

- ~~A. Offers from tenderers who do not have proven and established experience in the field shall not be Considered.~~
- ~~B. Offers from tenderers who are under suspension (banned) by any Unit/Region/Division of BHEL shall not be considered.~~
- ~~C. Offers from tenderers who do not comply with the latest guidelines of Ministry/Commissions of Govt of India shall not be considered.~~
- ~~D. Only tenderers who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer.~~

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

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

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

25. BREACH OF CONTRACT, REMEDIES AND TERMINATION: In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:

- a)** encashment of security instruments like EMD, performance security available with BHEL against the said contract.
- b)** Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
- c)** Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.
- d)** If Recovery is not possible then Legal Remedies shall be pursued.

Annexure - 3 : Check List

Bidder should duly fill all information in table given below:

1.	Name and Address of the Tenderer			
2.	Offer ref. no. & date			
3.	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (Please tick (✓) whichever applicable)		
4.	Details of Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: E-mail ID:		
5.	EMD DETAILS	DD No: _____ Date: _____ Bank : _____ Amount: _____		
6.			APPLICABILITY	BIDDER REPLY
7.	Whether the format for compliance with PRE QUALIFICATION CRITERIA is understood and filled with proper supporting documents referenced in the specified format		Applicable	YES / NO
8.	Audited profit and Loss Account for the last three years submitted		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.	Declaration confirming knowledge about site condition		Applicable	YES/NO
11.	Declaration by Authorized Signatory submitted		Applicable	YES/NO
12.	No Deviation Certificate submitted		Applicable	YES/NO
13.	Declaration for relation in BHEL submitted		Applicable	YES/NO
14.	Copy of PAN Card submitted		Applicable	YES/NO
15.	Copy of GST registration Certificate		Applicable	YES/NO
16.	Bank Account Details for E-Payment submitted		Applicable	YES/NO

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17.	Power of Attorney for Submission of Tender (Id tender is signed other than Proprietor, Managing Partner, Director)	Applicable	YES/NO
18.	<u>Copy of proof of PF registration</u>	<u>Not Applicable</u>	<u>YES/NO</u>
19.	Undertaking for not being under Bankruptcy code proceeding	Applicable	YES/NO
20.	Offer Forwarding Letter	Applicable	YES/NO
21.	Non-Disclosure certificate	Applicable	YES/NO
22.	Bid Security Declaration	Applicable	YES/NO
23.	DECLARATION REGARDING MINIMUM LOCAL CONTENT	Applicable	YES/NO
24.	DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017	Applicable	YES/NO

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

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

AUTHORIZED SIGNATORY

DATE :

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

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

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

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

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

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OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

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

Sub : Submission of Offer against Tender Specification No: **BHE/PW/PUR/HQ-HR-PAINTING/3214**

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

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

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

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

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.
I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of
Bidder

Signature:

Name :

Address :

Place:

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BID SECURITY DECLARATION

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

To,

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

Dear Sir/Madam,

Sub: Bid Security Declaration

E-Tender Spec No: BHE/PW/PUR/HQ-HR-PAINTING/3214

JOB Description : Repair & renovation work (i.e. painting, door fixing, canteen renovation, reception, tile work, washrooms etc. at 5th & 6th floor Shree Mohini complex at BHEL PSWR HQ, 345, Kingsway, Nagpur -440001

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

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

Place:
Date:

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**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,
GM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

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 Spec No: BHE/PW/PUR/HQ-HR-PAINTING/3214,
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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**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,
GM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/HQ-HR-PAINTING/3214
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that
_____ *(specify the name of the organization here)*,

a. is not from such a country

b. has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*:

and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfill 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.

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

--- FORMS ---

NO DEVIATION CERTIFICATE

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

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

Dear Sir,

Sub : No Deviation Certificate

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/HQ-HR-PAINTING/3214
2) All other pertinent issues till date

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

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

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

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

Thanking you,

Yours faith

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

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

--- FORMS ---

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/HQ-HR-PAINTING/3214
2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date :

Place:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

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NON DISCLOSURE CERTIFICATE

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

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

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PS __ against Tender Specification No: BHE/PW/PUR/HQ-HR-PAINTING/3214, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSWR.

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

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

(Signature, date & seal of Authorized

Signatory of the bidder)

Date:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

--- FORMS ---

UNDERTAKING

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

To,

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

Dear Sir,

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

Ref: NIT/Tender Specification No: - BHE/PW/PUR/HQ-HR-PAINTING/3214

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

Yours Faithfully,

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

Date:

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

--- FORMS ---

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/HQ-HR-PAINTING/3214,

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

Tick(√) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorised Signatory

Note:

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

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

--- FORMS ---

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

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/HQ-HR-PAINTING/3214,
2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR

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POWER OF ATTORNEY for SUBMISSION OF TENDER
(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector _____ Region, _____, in connection with

..... vide Tender Specification No :
_____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

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:

GM /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, Mob:8055451608

Sr.Manager Purchase, Email: biraj@bhel.in, Mob:9587886706

Manager /Purchase, email: vaidya@bhel.in,

GM Purchase, Email: vkarya@bhel.in , Ph: +91-712- 2858-633

26. 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

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

28. 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**

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

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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

- 29. All Statutory Requirements as applicable for this project shall be complied with.**
- 30. 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."
- 31. 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".

- 32. Acceptance of Bank Guarantee (BG)**
Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol IC GCC:

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

"Bank Guarantee issued by:

d. 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

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HDFC Bank Ltd.
The Hongkond 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

- e. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that "It is enforceable at Nagpur, Maharashtra".
- f. 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".

33. The clause 2.7.9.1 below is added under the heading "Rights of BHEL" of General Conditions of Contract Volume IC GCC:

2.7.9.1 Provision of Penalty in case of slippage of Intermediate Milestones:

- i) ~~Two major Intermediate Milestones are mentioned as M1 & M2 in Chapter VI: Time Schedule of Vol IA Technical Conditions of Contract.~~
- ii) ~~In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to Form 14.~~
- iii) ~~In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 2% of Executable Contract Value, will be withheld.~~
- iv) ~~In case delay in achieving M2 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 3% of Executable Contract Value, will be withheld.~~
- v) ~~Amount already withheld, if any against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 Milestone.~~
- vi) ~~Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.~~
- vii) ~~Final deduction towards LD (if applicable as per clause 2.7.9 above), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.~~
- viii) ~~In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.~~

* **Executable Contract Value** - Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.

34. Commencement Period for "Performance Guarantee for Workmanship" as per clause no 2.24 of Vol- IC GCC: Shall not be applicable

35. Overrun Compensation (Clause no. 2.12 of GCC) shall not be applicable

36. PRICE VARIATION COMPENSATION (Clause no. 2.17 of GCC) shall not be applicable

37. Broad Terms & Conditions of Reverse Auction: Not applicable

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-2024>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

Note:-

- 1. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.*
- 2. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.*
- 3. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.*
- 4. However, H1 will be allowed to participate in RA in the following cases:*
 - a) If number of techno-commercially qualified bidders are only 2 or 3.*
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.*
 - 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.*

38. 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.

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39. Clause 2.27 LIMITATION ON LIABILITY 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.

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Annexure-13 (Declaration/Undertaking regarding Conflict of Interest among Bidders)

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

To,

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

Dear Sir/Madam,

Sub: Declaration/Undertaking regarding Conflict of Interest among Bidders

E-Tender Specification No: BHE/PW/PUR/HQ-HR-PAINTING/3214

Job: Repair & renovation work (i.e. painting, door fixing, canteen renovation, reception, tile work, washrooms etc. at 5th & 6th floor ShreeMohini complex at BHEL PSWR – HQ, 345, Kingsway, Nagpur -440001.

The Bidder declares that they have read and understood the aspects stated in **SI No. 3 of Annexure-12 above**, 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.

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

Place:

Date:

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



A: Scope of Work

Agency has to perform the Aforesaid mentioned works of repair & partial renovation work i.e. painting, door, kitchen renovation as waiting area, and window fixing works at 5th & 6th Floor Shree Mohini Complex, BHEL PSWR Nagpur HQ.

1. Painting, fixing doors and windows.
2. Renovation work of Canteen as Seating area plus Canteen.
3. Necessary repair and renovation at 5th floor.
4. Necessary repair and renovation at 6th floor.
5. Necessary repair and renovation work at SAS area.

Annexure-I: Location: 5th & 6th Floor Shree Mohini Complex, BHEL PSWR Nagpur HQ.			
S. No.	Description of work	UOM	% weightage
1	Painting at 5th & 6th Floor Shree Mohini Complex at BHEL PSWR Nagpur HQ. <ol style="list-style-type: none"> 1. Towards Kingsway - Side wall, side false ceiling & Open space i.e. Stair case. 2. Canteen lobby area wall <p>Washrooms (4 Nos.)</p> <p>Painting along with Wall Putty:</p> <p>i) Providing and applying 2 mm thick wall putty in One coat with touch up over cement plastered surfaces including preparation of surface, staging, etc. to achieve a smooth even surface all complete as per specification and as directed by BHEL.</p> <p>ii) Oil Bound distemper: Providing and applying two coats of oil bound distemper of approved brand, shade and manufacture to give smooth, hard, durable & glossy finish over a coat of primer over prepared plaster surface as per specification and as directed by BHEL.</p> <p>Brand (i & ii)- Asian/Berger/Indigo/Dulux/Birla</p> <p>Note: Coverage of Paint as per IS specification – 21 SqM per KG per Coat.</p>	5496 Sqft	15.54%
Painting		2	

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a	<p>Skirting of cabins: - 5th & 6th floor BHEL office area i.e. outer side of all cabins, conference hall.</p> <p>Providing and applying two coats of Oil based paint on Skirting of cabins of approved make and shade to achieve an even shade over all sections already having primer coats and keeping overall DFT with primer not less than 110 microns including protection for cabin glass & post cleaning of glass, floor etc.</p> <p>Brand - Asian/Berger/Indigo/Dulux/Birla Colour - Brown</p>	2 Lot	2.75%
b	Silver Paint of Center Table frame.	2 Nos.	0.40%
c	<p>Providing and applying two coats of Synthetic enamel paint in Metallic Racks, Almirah, Shelf of approved make and shade to achieve an even shade over all sections already having primer coats and keeping overall DFT with primer not less than 110 microns including protection and cleaning etc. all complete.</p> <p>Brand - Asian/Berger/Indigo/Dulux/Birla</p>	300 Units	7.13%
3	Repair of Toilet door (near conference) remove & fixing.	2 Nos.	2.34%
4	Server Room repair of false Gypsum ceiling, Painting, floor tiles, window polyester, glass films & cable dressing etc. complete at 6 th floor.	1 Lot	6.09%
5	Repair & Replacement of floor tiles at 5 th & 6 th floor inside office area.	500 Sqft	7.65%
6	<p>PVC floor carpet at 6th floor</p> <ul style="list-style-type: none"> a. SAS room (12 x18 sq. ft.) b. Vigilance floor (12 X 18 sq. ft.) c. Internal Audit floor (12 X 16 sq. ft.) d. SAS conference room (12X18 sq. ft.) e. Doctor room (10 X 12 sq. ft.) 	1160 Sqft	8.94%
7	Renovation at Reception area – 6th floor.		
a	<p>Buffing: -</p> <ul style="list-style-type: none"> I. Buffing of wall Tiles visitors lift wall (15 ft length X 8 ft. height) II. Staircase steps (18x2x2x2 Nos.. including steps plane and vertical) for 5th & 6th floor up to terrace - all steps, BHEL office both wings. 	3 Lot	3.45%

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	III. Landing of steps (4x12x2) BHEL office both wings.		
b	Non-functional Lift door closing by 18 mm laminated plywood at 6th floor reception area.	1 Lot	1.11%
8	Wallpaper & PVC panel		
a	Wallpaper in GM (Purchase), IA Head cabin, ED Office door, 6 th floor Conference room door.	300Sqft	7.08%
b	PVC panel for 5 th floor Conference Room.	150Sqft	3.39%
9	Renovation of Canteen area to make functional Canteen & Waiting room.		
a	Dismantling of old windows, ottas, floor, Racks Labor Charges.	1 Lot	1.16%
b	Renovation of existing kitchen otta.	1 Nos.	3.31%
c	Gypsum false ceiling (10'x12', 5'x12') – L shape.	1 Lot	2.41%
d	Aluminium Window (2x7"x6.50').	2 Nos.	2.57%
e	Wooden Partition with Aluminum Pipe size 2x1 inch with wooden batten filled inside in the pipe frame including Sun mica with necessary hardware etc complete. (area - 10'x9', 10'x12') and Book shelf and awards gallery with glass door along with lock in waiting room wall.	1 Lot	11.70%
f	Wooden Storage shelves kitchen side (8'x1.25"x2.25') installation.	1 Lot	5.49%
g	Electrical work – Supply and installation of 2 Nos. Fans, 1 exhaust fan, Electric lights as required, switches, sockets, etc complete.	1 Lot	2.23%
h	Granite Flooring (15'x5').	1 Lot	1.80%
i	Interior PVC Wall Panels for waiting area.	150Sqft	3.45%

Total Price Cumulative of above line items (1) to (9) excluding GST in Rs.	100%
--	------

All above works are to be done by the agency including material, labor charges etc.

Terms & condition of the Work:

- **Bidder shall quote the lump-sum prices against Annexure-I. Billing will be done on the basis of percentage weightage given against completion of each activity respectively. The L1 bidder will be determined based on the lowest offered value.**
- All required materials and labor shall be arranged by Agency.
- Bidder shall take approval from BHEL for the material to be used for subject works prior to execution.
- Due care to be taken while dismantling and installation of Office infrastructure items such as cabins, cubicles, furniture and furnishing, fittings & fixtures etc. Cost towards any damage of these items on account of any negligence by bidder shall be recovered from agency bill.
- **Quantity given in the Annexure-I is tentative and may vary during the execution. Payment towards any variation (upward/downward) of the quantity post work completion shall be made on the basis of certification of BHEL.**
- Skilled manpower to be engaged for the said works.
- Work completion certificate to be submitted with invoice and to be certified by BHEL for the satisfactory works completion.
- **The work has to completed within 60days from the release of PO inclusive of 25days post work inspection to check any lapses on any part of the work.**
- BHEL shall not be liable for any labor and statutory payment.
- Bidders are requested to visit the Site before quoting the rates and submit the undertaking of the same in the bid.
- Disposal of Debris is in bidder's scope and should be included in the quoted rates, no extra payment shall be done for the disposal of debris.
- Any left out material after successful completion of work shall be removed by bidder without any extra cost to BHEL.
- Other Conditions of contract: -
 1. Contractor shall maintain harmony while working as it a regular workplace.
 2. All safety rules, regulations and byelaws shall be maintained.
 3. Working hours shall be maintained in line of concurrence from BHEL.
- **Payment Terms:**
100% Payment will be released within 30 days from the date of submission of original invoice along with work completion certificate to HR Dept. BHEL PSWR Nagpur.

Documents required for payment:

- a) Original Invoice
- b) Work completion certificate duly certified by BHEL.

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

**BHEL PSWR HQ,
5th & 6th Floor, Shreemohini Complex,
345 – Kingsway, Nagpur-440001
GST - 27AAACB4146PIZF**

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

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

~~ly executed any General Civil Works of similar nature under single Work Order equal or more than indent value in any Government Organization/PSU/Autonomous Body/Private in last 02 years.~~

PQR: Bidder must have fulfilled the PRE QUALIFYING REQUIREMENTS as per Annexure – I.

Price: The agency has to quote lump sum amount for the above mentioned works as per price including labor charges and excluding GST.

Taxes and duties: Price quoted shall be exclusive of GST.

B: Techno-commercial Terms & Conditions

- (i) **Validity of quoted price:** Price submitted by the bidders shall be valid for 06 (SiX) months from the date of submission of quotation/offer for the finalization of the ordering process.
- (ii) **Price Variation Clause (PVC):** Firm Price (PVC not applicable).
- (iii) **Payment Terms:**

100% Payment (Excluding GST) will be released within 30 days from the date of submission of original invoice along with work completion certificate to HR Dept. BHEL PSWR Nagpur.

Documents required for payment:

- c) Original Invoice
- d) Work completion certificate duly certified by BHEL.

 Invoice/RAB should be addressed/billed to:

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

GST - 27AAACB4146PIZF

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

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

(iv) **LIQUIDATED DAMAGES: LIQUIDATED DAMAGES: The work has to completed within 60days from the release of PO inclusive of 25days post work inspection to check any lapses on any part of the work.** Contractor has to complete any left out works identified by BHEL within the given duration only. Since the essence of the contract is to repair & renovation work (i.e. painting, door fixing, canteen renovation, reception, tile work, washrooms etc. at 5th & 6th floor ShreeMohini complex at BHEL PSWR - HQ, 345, Kingsway, Nagpur -440001, if the contractor fails to complete the work within stipulated time, BHEL shall have the right to impose, the Liquidated Damage/ Penalty at the rate of 0.5% of work order value, per week of delay or part thereof subject to a maximum of 10% of work order valueInvoice / Bill shall be submitted to BHEL-PSWR Nagpur HQ on successfully completion of works.

(i) **Goods and service Tax (GST) & Cess:**

- (a) Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
- (b) Bidder shall note that the GST Tax Invoice complying with GST Invoice.
- (c) In case BHEL has to incur any liability (like interest/penalty etc.) due to denial/reversal/delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- (d) Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- (e) Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply with the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer-in-Charge.
- (f) E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- (g) BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim later due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

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

- (a) ~~LD shall be 0.5% per week or part thereof of the total value (excluding taxes) of undelivered portion of the material subject to a maximum of 10% of the total order value (excluding taxes).~~

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

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

The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- IV. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- V. 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.
- VI. 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
- VII. 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.

- VIII. 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.
- IX. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- X. 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.
- XI. 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.

- XII. **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.
- XIII. 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.

XIV. **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.**

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

XVI. **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**

B

- 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.

XVII. 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

BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR
--- TCC ---

3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG
