



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

CIN: L74899DL1964GOI004281

पावर सेक्टर - दक्षिण क्षेत्र / Power Sector - Southern Region

२x६६० मेगा वाट - एन्नोर एस ई ज़ेड, एसटीपीपी वोयालूर पीओ, मिंजुर, पोन्नरी तालुक, तमिलनाडु - ६०१२०३)
(2X660 MW - Ennore S.E.Z STPP, Voyalur P.O. Minjur, Ponneri Taluk, Tamil Nadu - 601203)

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08 / 2024

TENDER SPECIFICATION

BHEL : PSSR : ENR – SEZ : 2024–25 : SCT : 094

FOR

Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203.

VOLUME-I BOOK-I

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book-II consists of

- Volume-IB : Special conditions of Contract,
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures



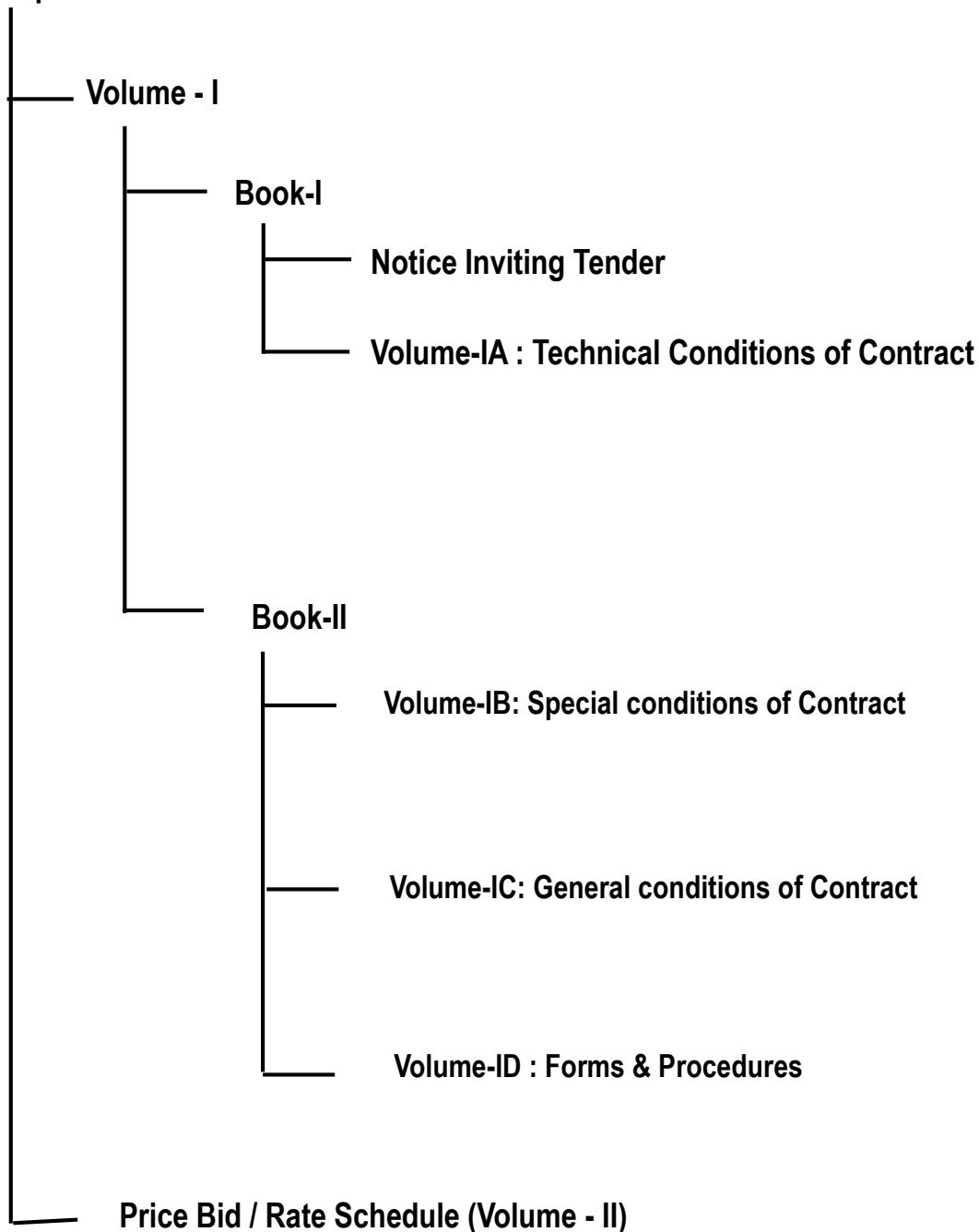
Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

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TENDER SPECIFICATION CONSISTS OF

Tender Specification





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NOTICE INVITING TENDER

Bharat Heavy Electricals Limited

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन : 011-66337598 | ईमेल : contactus@bhel.in

Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

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NOTICE INVITING TENDER

BHEL PSSR ENNORE SEZ SITE invites tender in Two Part - bid system (i.e. Technical Bid & Price bid - **thro' email**) for Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu- 601203.

The Bidder shall submit the Price Bid (password protected) along with all signed and scanned documents should be sent to tender.ennore@bhel.in. Price bid must be sent with password protected mode in PDF and the **password shall be asked from bidder at the time of price bid opening.**

1. Salient Features of NIT:

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL: PSSR: ENR-SEZ:2024-25: SCT:094
ii	Broad Scope of job	Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc. <i>Applicable</i>
b	Volume-IB	Special Conditions of Contract (SCC) <i>Applicable</i>
c	Volume-IC	General Conditions of Contract (GCC) <i>Applicable</i>
d	HSEP14	Health, Safety and Environment (HSE) <i>Applicable</i>
e	Volume-II	Price Bid (Rate Schedule). <i>Applicable</i>
iv	BID / OFFER SUBMISSION START TIME	Start Date: 16/ 08 / 2024 , Time : 18:00 Hrs
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 26/ 08/ 2024 , Time : 11:00 Hrs Noon Place : The bidder should submit their offer through email at tender.ennore@bhel.in only. Bidders are requested to send their offer well in advance in order to avoid last minute congestion. Hard copy bids shall not be accepted. <i>Applicable</i>
vi	OPENING OF PART-1 TECHNO-COMMERCIAL BID	Date : 26/ 08/ 2024 , Time : 17:00 Hrs Notes: (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. (2) Bidders who wish to be present to witness the tender opening may depute their authorised representative on the due date to BHEL Site Office, 2X660 MW Ennore SEZ STPP. (3) Bidders have to mail their Password to tender.ennore@bhel.in for opening the password protected pdf format Price Bid at least 15 mins before the scheduled date and time of Price Bid opening. Bidders to

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Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in

www.bhel.com
 BHELOfficial
 BHEL_India
 BHEL_India
 [bhel.india](https://www.instagram.com/bhel.india)
[company/bhel](https://www.linkedin.com/company/bhel)



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		<i>note that, in case of wrong password / no password received, the bid will not be considered for further evaluation. No further correspondence will be entertained in this regard.</i>													
vii	EMD AMOUNT	₹2,00,000/- (Rupees Two Lakhs only) Refer Clause No. 3.0 of this NIT for mode of payment of Earnest Money Deposit (EMD)	Applicable												
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 24-08-2024 upto 14:00 Hrs Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: A V Gireesh Babu Designation: Sr Engineer Deptt: MM, SCT & Purchase Address: BHEL/Ennore SEZ STPP site Phone: 9442516865 Email : gireesh@bhel.in 2) Name: S Jeevan Prakash Designation: DGM Deptt: MM, SCT & Purchase Address: BHEL/Ennore SEZ STPP site Phone: 9442004609 Email : jeevanp@bhel.in	Applicable												
ix	Integrity Pact & Details of Independent External Monitor (IEM)	<p>a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.</p> <table><tr><td>Sl. No</td><td>IEM</td><td>Email</td></tr><tr><td>1.</td><td>Shri Otem Dai, IAS (Retd)</td><td>iem1@bhel.in</td></tr><tr><td>2.</td><td>Shri Bishwamitra Pandey, IRAS (Retd)</td><td>iem2@bhel.in</td></tr><tr><td>3</td><td>Shri Mukesh Mittal, IRS (Retd)</td><td>iem3@bhel.in</td></tr></table> <p>b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.</p> <p>c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred</p>	Sl. No	IEM	Email	1.	Shri Otem Dai, IAS (Retd)	iem1@bhel.in	2.	Shri Bishwamitra Pandey, IRAS (Retd)	iem2@bhel.in	3	Shri Mukesh Mittal, IRS (Retd)	iem3@bhel.in	Applicable
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		to any of the above IEM(s). All correspondence with the IEMs shall be done through email only. Note: <i>No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided in clause 1 ix) above</i>	
x	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be informed through email (either from jeevanp@bhel.in or gireesh@bhel.in) only. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	Applicable
xi	Bids shall be addressed to	G.M. & P.D. / ENNORE SEZ, SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP, VOYALUR PO MINJUR PONNERI TALUK TAMIL NADU – 601 203	Applicable

- 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, scanned and send through email at tender.ennore@bhel.in, 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.**

- Unless specifically stated otherwise, bidder shall deposit EMD and Security Deposit as per the procedure mentioned as below: -

Detailed Instruction Brochure for depositing EMD/SD through SBI e-collect is detailed given below:

Step 1: Vendors may visit SBI collect website, the URL of which is <https://www.onlinesbi.sbi/sbicollect> where they get the home page with various categories of institutions.

Step 2: Select PSU - Public Sector Undertakings – leading to a page with list of PSUs

Step 3: Type BHEL and search, they get to see all BHEL divisions wherein they shall select BHEL PSSR Chennai. The screen shot of the same is given below.



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Payment Progress

Select Payee

Category: PSU-Public Sector Undertaking

bhel

Filter by State: -- Select --

Name of PSU-Public Sector Undertaking	State
BHEL BAP RANIPET	Tamil Nadu
BHEL PSSR CHENNAI	Tamil Nadu

Showing 1 to 2 of 2 entries (filtered from 113 total entries)

Back

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Step 4: Select EMD receipts. Having selected the Payee in the Payment Progress, it will lead to the payment details – a drop down list of values. From that list, vendors shall select EMD receipts. Upon clicking the entry EMD receipts, a form will open asking for the remitters details and the details of the tender.

Step 5: Confirm details and pay

Fill in all the details correctly, verify the details, and complete the payment as it is leading to the payment gateway.

Step 6: Take a printout on completing the payment and enclose the copy of the same along with the bid submission. Store the copy of receipt for future reference.

4. **Procedure of Submission of Tenders/ Bids:** This is an E-tender floated online through Email (either from gireesh@bhel.in or jeevanp@bhel.in). The bidder should respond by submitting their offer online through email at tender.ennore@bhel.in only. Offers are invited in two-parts only.

- a) **Part – I – Techno-Commercial Bid:** All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in email, failing which the tender stands invalid & may be



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REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format)

SL. No.	Description	Applicability for Tender
<u>i</u>	Proof of remittance of Earnest Money Deposit (EMD).	Applicable
<u>ii</u>	Signed & Stamped Copy of Notice Inviting Tender (NIT) & Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
<u>iii</u>	No Deviation Certificate (Signed & Sealed on <u>company's letter head</u>) Note: 1. 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 attached along with document under sl no (i) & (ii) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. a. In case of acceptance of the deviations, appropriate loading shall be done by BHEL b. In case of unacceptable deviations, BHEL reserves the right to reject the tender.	Applicable
<u>iv</u>	Undertaking on company's letter head related to insolvency/ liquidation/ bankruptcy.	Applicable
<u>v</u>	Undertaking - Declaration confirming knowledge about Site conditions	Applicable
<u>vi</u>	Acceptance of UNPRICED Rate Schedule. (without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED'.	Applicable
<u>vii</u>	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	Applicable
<u>viii</u>	Integrity Pact Agreement (Duly signed by the authorized signatory) (As applicable)	Applicable
<u>ix</u>	Duly filled-in annexures, formats etc. as required under this Tender Specification/ NIT.	Applicable
<u>x</u>	Any other details preferred by bidder with proper indexing.	Applicable
<u>xi</u>	Caution to Bidders: - The duly signed & stamped scanned copies of all above mentioned documents are to be sent at tender.ennore@bhel.in as Techno-commercial Bid.	

b) Part – II – Price Bid (Rate Schedule) - Volume – II consisting of the following shall be provided as mentioned below

i) Prices are to be quoted in the attached Price Bid Format **Price Bid (Rate Schedule) – Volume - II**, duly filled, signed and password protected mode in PDF format only.



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

NOTE : File (pdf) / Email size should be less than 25 MB.

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 in place of email, 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.**

- 5. 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.
- 6. 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).
- 7. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc., before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 8. For any clarification on the tender document, the bidder may seek the same in writing or through e-mail as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 9. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc., or requirements of different codes / standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
- 10. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.



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11. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM), if applicable for the subject tender is as given at point {1 (ix)} above.
12. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
13. **Reverse Auction (RA):** BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2021 available elsewhere in this tender) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
14. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
15. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
16. **Consortium Bidding is not applicable for this tender.**
17. The bidder may have to produce original document for verification if so decided by BHEL.
18. Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".
19. Integrity commitment, performance of the contract and punitive action thereof:

19.1 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.

19.2 Commitment by Bidder/ Supplier/ Contractor:

- i. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- ii. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- iii. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or



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formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

20.0 Micro and Small Enterprises (MSE)-

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference [price band defined in relevant policy, such Seller(s) shall be given opportunity to match 1--1 price and contract will be awarded for 25% of total quantity.

- If LI bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
 - In case of more than one such MSE, within the price band of L1 +15%, the supply shall be shared proportionately, provided the available quantum can be split.
- 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. 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)/201 1-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 (I-JAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure - 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits



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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.

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

22.0 PREFERENCE TO MAKE IN INDIA:

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

23.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

24.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

25.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

26.0 One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one subsidiary having common business ownership/ management, only one business entity amongst the holding company and its subsidiaries should quote for a particular tender. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common



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persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm /Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or

holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected. Bidder shall submit Declaration as per format provided in Annexure-11.

27.0 Conflict of interest

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,



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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.

28.0 Order of Precedence:

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

- a. Amendments / Clarifications / Corrigenda / Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-IA
- e. Special Conditions of Contract (SCC) —Volume-IB
- f. General Conditions of Contract (GCC) —Volume-IC
- g. Forms and Procedures —Volume-ID - It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

29.0 Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)

- I.** The following GCC Clauses are excluded/relaxed in this tender:
- 2.9 – Progress Monitoring, Monthly review
 - 2.10 – Time of Completion,
 - 2.11.2-2.11.4, 2.11.6 – Extension for Time of Completion,
 - 2.12 – ORC,
 - 2.13 – Interest Bearing Recoverable Advance,
 - 2.14- Quantity Variation,
 - 2.15 – Extra Works,
 - 2.16- Supplementary Items,
 - 2.17 – PVC,



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2.24 – Performance Guarantee for Workmanship.

II. The following SCC Clauses are excluded/relaxed in this tender:

- 1.0 – General Intent of the Specifications
- 2.0 – General Services to be rendered by the Bidder
- 3.0 – General technical Requirements
- 4.0 – Obligations of Contractor
- 6.0 -- Material handling, Storage, Preservation, etc.,
- 7.0 – Drawings
- 8.0 – Inspection and Quality
- 11.0 – Performance Monitoring.

III. The following Forms and Procedures are excluded/relaxed in this tender:

- 1.14– Monthly plan and review with contractors (Form F-14 Rev 00)
- 1.15 – Monthly performance Evaluation of Contractor (Form F-15)
- 1.17 – Evaluation of Contractor Performance Annual (Form F-17)
- 1.18 – Evaluation of Contractor Performance for the contract (Overall) (Form F-18)
- 1.19 – Milestone Completion Certificate (Form F-19)
- 1.26 – Analysis of unit rates quoted (Form F-26) Chapter XIII Format correction.

Other clauses of Standard GCC & SCC shall remain unchanged.

30.0 TAXES AND OTHER DUTIES

30.1 Goods and service Tax (GST) & Cess

- 30.1.1 The **successful** bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- 30.1.2 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. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- 30.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

BHEL GSTN - 33AAACB4146P2ZL
GM & PROJECT DIRECTOR / ENNORE SEZ
BHARAT HEAVY ELECTRICALS LIMITED,



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- 30.1.4 GST charged in the tax invoice/debit note/revised tax invoice 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.
- 30.1.5 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.
- 30.1.6 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.
- 30.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In-Charge.
- 30.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 30.1.9 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.
- 30.1.10 BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- 30.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.
- 30.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

30.2 All taxes and duty other than GST & Cess

- 30.2.1 The contractor shall pay all (except the specific exclusion viz. GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

30.3 Statutory Variations

- 30.3.1 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.



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30.4 New Taxes/Levies

- 30.4.1 In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

30.5 Direct Tax

- 30.5.1 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

31.0 TCS (Tax collected at Source) under Income Tax Act.

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

- 31.1. Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.
- 31.2. Where the tender conditions do not specify any pec on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis. "If we have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year_ (should be immediate preceding financial year)" And on submission of TCS paid challan and TCS certificate for the TCS payments made in the last quarter.
- 31.3. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
- 31.4. PAN No of BHEL is AAACB4146P, same need to be considered by vendor while filing their TCS returns.
- 31.5. Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.
- 31.6. In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non- compliance of statutory provisions from the money's due to them with applicable interest.

32.0 GENERAL

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

- 32.1 Successful bidder is requested to furnish the following at Site Office, BHEL – 2x660 MW Ennore SEZ STPP immediately after release of Letter of Intent (LOI)
- Security Deposit.
 - Unqualified Acceptance for Detailed LOI / Work Order.
 - Rs.100/- Stamp Paper for preparation of Contract Agreement.
- 32.2 Successful bidder is requested to furnish the proof of documents for the following at the Site Office, BHEL 2x660 MW Ennore SEZ STPP
- PF Regn No.
 - Labour License No.
 - Workmen Insurance Policy No.
- 32.3 In addition to the clause 2.8 of General Conditions of Contract the contractor shall comply with the following.



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33.0 BOCW Act & BOCW Welfare Cess Act

- 33.1 The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement / Completion of Building other Construction Work) to the respective Labour Authorities i.e.,
- Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.-NTPC, NTPL etc.
 - Appropriate State authorities in respect of the project premises which is under the purview of State Govt.
- 33.2 The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.
- 33.3 The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.
- 33.4 The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.
- 33.5 Contractor shall make remittance of the BOCW cess as per the Act in consultation with BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
- 33.6 Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance to the BOCW Act and also discharge of total payment of Cess under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the amounts.

34.0 PROVIDENT FUND

- 34.1 The contractor is required to extend the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of the letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
- 34.2 The final bill amount would be released only on production of clearance certificate from PF / ESI and labour authorities as applicable



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35.0 OTHER STATUTORY REQUIREMENTS

- 35.1 The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no. along with the first running bill.
- 35.2 The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
- 35.3 The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of "Non-compliance of Sec 21 or non-payment of wages" to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
- 35.4 The Contractor shall submit copies of Final Settlement statement of disbursement of TECHNICAL CONDITIONS OF CONTRACT (TCC) Tender Specification No.: BHEL: PSSR: SCT: 2001 retrenchment benefits on retrenchment of each workmen under ID Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (if applicable) to BHEL along with the Final Bill.
- 35.5 In case of any dispute pending before the appropriate authority under ID Act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.
- 35.6 In case of any dispute prolonged / pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

36.0 DEPLOYMENT OF SKILLED / SEMI-SKILLED TRADESMEN

- 36.1 The following clause is applicable in case the contract value / contract price is Rs. Five crores and above.
- 36.2 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.



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37.0 Site Visit by the Bidder :

The bidder shall, prior to submitting his tender for the work, visit, examine and acquire full knowledge & information and necessary conditions prevailing at the site and its surroundings of the plant premises together with all statutory, obligatory, mandatory requirements of various authorities about the site of works at his own expense, and obtain and ascertain for himself on his own responsibility that may be for preparing his tender and entering into a contract, and take the same into account in the quoted contract price for the work.

38.0 General Instruction for Bidder:

- a) Offer must be submitted strictly in line with Technical specification.
- b) Incomplete offer shall not be acceptable.
- c) Duly filled & signed with seal on all documents to be submitted along with offer.
- d) BHEL Site office, Ennore STPP, Voyalur PO Minjur, Ponneri Taluk reserve the right to get the services from more than one vendor.
- e) Please quote price in figures & words both. In case the prices quoted in words and figures are different, the value indicated in words will be considered for evaluation and establishing L1 status. Offers with deviations from terms and conditions of the tender may not be considered. Bidders shall also furnish 'No Deviation Certificate' (Format attached).
- f) BHEL reserves the right to accept or reject any of the bid/all bids with or without deviation, or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
- g) In case you are not quoting, please send your regret letter positively for our reference.
- h) Tender received after the specified time of their "SUBMISSION" will be treated as late tender and shall not be considered under any circumstances.
- i) Supplier shall quote for all the items in the enclosed price bid format.
- j) The Vendor should have registration under GST Act and should submit the registration certificate along with Quotation.
- k) Tenderers are requested to sign and put seal on all pages of tender documents and submit else their offer shall be liable for rejection.
- l) Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are quoted, offer is liable for rejection and no correspondence will be entertained in this regard.

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

Sd/-

DGM / MM, SCT & Purchase, HR & FEX
BHEL / 2 x 660 MW ENNORE SEZ STPP



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Enclosure:

- (i) Annexure-1: Check List.
- (ii) Annexure-2: Offer Forwarding Letter
- (iii) Annexure-3: Declaration by Authorized Signatory
- (iv) Annexure-4: No Deviation Certificate
- (v) Annexure-5: Declaration confirming knowledge about Site Conditions
- (vi) Annexure-6: Declaration for relation in BHEL
- (vii) Annexure-7: Non-Disclosure Certificate
- (viii) Annexure-8: Bank Account Details for E-Payment
- (ix) Annexure-9: Undertaking Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- (x) Annexure-10: Declaration regarding Details of related firms and their area of activities
- (xi) Annexure-11: Declaration regarding One Bid per Bidder (as per Clause No 26)
- (xii) Annexure-12: 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)
- (xiii) Annexure-13: Reverse Auction Process Compliance Form
- (xiv) Annexure-14: Authorization of representative who will participate in the online Reverse Auction Process
- (xv) Annexure-15: RA price confirmation and breakup
- (xvi) Annexure-16: Integrity Pact



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ANNEXURE - 1

CHECK LIST

**NOTE: - Tenderers are required to either fill in or submit separately the following details.
No column should be left blank.**

1	Name of the Tenderer		
	Address of the Tenderer		
2	Details about type of the Firm / Company		
3a	Details of Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
3b	Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
4	EMD DETAILS Remittance of EMD should be in line with Mode of Deposit as detailed in above clause 3.0 of NIT.	a. Mode of Remittance: Ref No: Date : Amount :	
5	Validity of Offer	To be valid for six months from due date	
		Applicability (By BHEL)	Bidder's reply
8	Submission of Copy of PAN Card	Applicable	Yes / No
9	Submission of Copy of GST Certificate	Applicable	Yes / No
10	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No
11	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No
12	Submission of Offer Forwarding Letter (as per Annexure – 2)	Applicable	Yes / No
13	Submission of Declaration by Authorized Signatory (as per Annexure – 3)	Applicable	Yes / No



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14	Submission of No Deviation Certificate (as per Annexure – 4)	Applicable	Yes / No
15	Submission of Declaration confirming knowledge about Site Conditions (as per Annexure – 5)	Applicable	Yes / No
16	Submission of Declaration for relation in BHEL (as per Annexure – 6)	Applicable	Yes / No
17	Submission of Non-Disclosure Certificate (as per Annexure – 7)	Applicable	Yes / No
18	Submission of Bank Account Details for E-Payment (as per Annexure – 8)	Applicable	Yes / No
19	Submission of Undertaking regarding Insolvency/ Liquidation/ Bankruptcy Proceedings (as per Annexure - 9)	Applicable	Yes / No
20	Submission of Declaration regarding Details of related firms and their area of activities (as per Annexure-10)	Applicable	Yes / No
21	Submission of Declaration regarding One Bid per Bidder (as per Clause No 26 of NIT, Annexure-11)	Applicable	Yes / No
22	Submission of 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) (as per Annexure-12)	Applicable	Yes / No
23	Submission of Reverse Auction Process Compliance Form (as per Annexure-13)	Applicable	Yes / No
24	Submission of Authorization of representative who will participate in the online Reverse Auction Process (as per Annexure-14)	Applicable	Yes / No
25	Submission of RA price confirmation and breakup by Successful bidder only (as per Annexure-15)	Applicable	Yes / No
26	Submission of Integrity Pact (as per Annexure-16)	Applicable	Yes / No
27	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
28	Submission of unquoted Price Bid Volume –II without disclosing rates / price	Applicable	Yes / No

NOTE:

1. Strike Off 'YES' OR 'NO', as applicable.
2. Formats for Annexure 1 to 16 mentioned at Sl. No.12 to 26 above, are enclosed with NIT
3. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-2

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,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir,

Sub : Submission of Offer against tender Specification No. **BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024**

I / We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector Southern Region, Ennore SEZ, 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 with 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: _____

Date: _____



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-3

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024,
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:



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-4

NO DEVIATION CERTIFICATE

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024,
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 faithfully,

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



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-5

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024,
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: _____



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-6

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,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024,

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

Tick(✓) any one as applicable:

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

OR

2. The Proprieter, 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 against the Bidder/Contractor.



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

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Date: 16/ 08/ 2024
Annexure-7

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PSSR 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 SR against Tender Specification No: **BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024**, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS ____, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-8

BANK ACCOUNT DETAILS FOR E-PAYMENT

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

1. Beneficiary Name :
 2. Beneficiary Account No. :
 3. Bank Name & Branch :
 4. City/Place :
 5. 9 digit 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



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024
Annexure-9

UNDERTAKING

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

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024

I/We,

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

Sign. of the AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

Place:

Date:



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024
Annexure-10

DECLARATION

Date: _____

To: **GENERAL MANAGER & PROJECT DIRECTOR,**
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203
email: tender.ennore@bhel.in

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

Dear Sir/ Madam,

Please find below details of firms owned by our family members (“ Family ” shall mean: (a). parent, (b). husband/wife, (c). sons/daughters (including adopted children) and their spouse, (d). full blood siblings (brothers & sisters from common parents) and their spouse)
that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

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

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

Regards,

(_____)
From: M/s _____
Supplier Code: _____
Address: _____



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024
Annexure-11

DECLARATION

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

To,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir/Madam,

Sub: One Bid per Bidder w.r.t. Clause No. 26 of NIT – reg.

Ref: NIT/Tender Specification No: **BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024**

I/ We, M/s (Name of the bidder) certify the following with reference to the subject Tender.

1) I/ We have not submitted multiple bids, in any of the two formats given below:

- a) individual or proprietorship format and/or
 - b) a partnership or association of persons format and/or
 - c) a company format
- wherein,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a Director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and/or Key Managerial Personnel of a holding company of that company which has submitted the bid.

2) None of our Sister/ Associated/ Allied concerns (i.e., a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner) have submitted any other bid for this Tender.

I/We understand that all the bids of a bidder who has submitted multiple bids, in terms of Clause No. 26 of NIT, shall be rejected.

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

Place:

Date:



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-12

**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,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: **BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024,**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by _____ (specify 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).

In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-13

Reverse Auction Process Compliance Form

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

To

M/s. {Service provider}

Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no : **BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024**

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (Guidelines for Reverse Auction – 2021) as available in Volume-ID, "Forms and Procedures" of this tender), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

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Date: 16/ 08/ 2024
Annexure-14

Authorization of representative who will participate in the online Reverse Auction Process

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024
Annexure-15

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

To

M/s. Service provider

Postal address

CC: GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{_____in value & in words_____} for item(s) covered under tender enquiry No. BHEL:PSSR: ENR-SEZ : 2024-25 : SCT : 094 dt 16.08.2024

Total price of the items covered under above cited Tender Specification as our final landed prices as quoted during the Reverse Auction conducted today _____{date} which will be valid as per tender Specification.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2024-25: SCT:094

Date: 16/ 08/ 2024

Annexure-16

INTREGITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **BHEL PSSR: ENR-SEZ:2024-25:SCT : 094 - Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203** (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all

पंजीकृत कार्यालय : बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली - 110049 | फोन : 011-66337598 | ईमेल : contactus@bhel.in
Registered Office: BHEL HOUSE, Siri Fort, New Delhi - 110049 | Phone: 011-66337598 | E-mail: contactus@bhel.in
www.bhel.com BHELOfficial BHEL_India BHEL_India bhel.india company/bhel



Notice Inviting Tender : Hiring of 1 No. of 350MT Crawler Crane for Erection Works at 2 X 660 MW Ennore SEZ Supercritical Thermal Power Project (Unit-1 & 2) at Ash Dyke of North Chennai TPS, Tamil Nadu-601203

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Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award/ order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be-entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee , whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

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



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action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not



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consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IE Ms.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail

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disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.



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For & On behalf of the Principal

(Office Seal)
S. JEEVAN PRAKASH
DY. GENERAL MANAGER
SCT/MM/HR/FEX
BHEL SITE OFFICE
2x660 MW, Ennore SEZ STPP
Voyalur, Thiruvallur Dist 601 203.

For & On behalf of the Bidder/Contractor

(Office Seal)

Place Chennai

Date 16/08/24

Witness:

(Name & Address) CHIRREESH BABU A.Y.
ENNORE SEZ

Witness: _____

(Name & Address) _____



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VOLUME – IA

Part I & II

TECHNICAL CONDITIONS OF CONTRACT (TCC)



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Technical terms and conditions which will be the part of the NIT are as below: -

The scope of the work will comprise of but not limited to the following: - All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.

VOLUME - IA PART – I CHAPTER – I

1.1 PROJECT INFORMATION

1	Name of the Project	2x660 MW ENNORE SEZ STPP
2	Station Capacity	2x660 MW (Coal based)
3	Owner	Tamilnadu Generation & Distribution Corporation Limited (TANGEDCO)
4	Site Location	BHEL Ennore SEZ , 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamilnadu:- 601203

VOLUME-IA PART-I CHAPTER – II

1.2 SCOPE OF WORKS

The scope of the work will comprise of but not limited to the following: (All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

1.2 Broad scope of Work:

Providing service of one no. 350MT Capacity Hydraulic crawler crane on monthly hire basis with Operation and Maintenance crew for Construction work at BHEL Ennore SEZ, 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu: - 601203, as per specification provided hereunder and tentative duration of deployment provided at 1.6.1

1.2.1 Requirements for 350MT Crane

- 1.2.1 a) The minimum main boom required is 91 m and Fixed Jib length required is 24 m available as per technical details/conditions clause 1.2.11.
- b) The age of the offered crane shall not be more than 15 years as on the latest date of bid submission.
- c) The following details with respect to the offered crane:
- Make
 - Model
 - Capacity along with load chart.
- d) Documents in support of month and year of manufacturing of the offered crane.
- e) Documentary evidence of ownership of the crane by the bidder. In case the bidder is offering a Crane not owned by them, a copy of valid Power of Attorney or Memorandum of Understanding between the bidder and the owner of the crane, authorizing the bidder to offer the crane for the subject tender.



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- 1.2.2 The Crane shall be engaged in the Project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, various structures, Tanks, Vessels and other equipment of these plants as per the instructions of BHEL Engineer –in-Charge.
- 1.2.3 The crane shall be provided with all accessories, operator cum mechanic, helper and maintenance crew, all other consumables including spares, excluding fuel for the erection works and any other material handling works which are required to be carried out as per the requirement at site from time to time.
- 1.2.4 Fuel oil (HSD) for the crane shall be provided by BHEL for mobilization, assembly, normal operation, disassembly, demobilization after first load test till the service is being utilized by BHEL. Necessary plates / sleepers required for assembly, normal operation, marching operation, disassembly of the crane shall also be provided by the BHEL for the entire contract period.
- 1.2.5 BHEL shall have the right to utilize the maximum capacity of the crane offered as per requirement without any extra cost.
- 1.2.6 Crane deployed at site should preferably be same as offered in the bid. BHEL Reserves the right to accept or reject any crane, other than offered crane in the bid. In case the bidder decides to deploy any other crane of the same or better specification, its acceptance shall solely be at BHEL's discretion & payment shall be made based on awarded price only & no additional payment shall be made towards the same. In such a case, the bidder shall furnish complete details of the crane proposed to be deployed and deployment shall be done only after permission from BHEL.
- 1.2.7 The crane should be in good working condition and shall be Inspected, load tested and Certified by Competent Person of third-party agency certified by Director of Factories at site before the Crane is put into operation. The cost incurred towards the above to be borne by the bidder.
- 1.2.8 The Bidder should submit valid test certificate for the crane to be deployed at site. Load test has to be conducted at site as per the test procedure for which necessary load materials shall be provided by BHEL. Bidder must also furnish Insurance coverage details of the crane at Site at the time of deployment of crane.
- 1.2.9 Interested bidders are requested to visit the BHEL Ennore SEZ 2x660 MW site to see the site conditions before submitting the offer.
- 1.2.10 Changing of Boom configuration, i.e. reduction & Extension of the boom shall be BHEL scope. The required tools and tackles including assist crane (with fuel) along with the manpower required will be provided by BHEL. The bidder shall extend the supervisory support for the boom extension & reduction activity.
- 1.2.11 The technical details/conditions: -

Sl.	Description	Details
A	Crane Capacity minimum required.	350 ton crawler crane
B	Boom Configuration required (Main Boom)	91 meters
C	Boom Configuration required (Luffing Jib + Fly jib)	Minimum Fly Jib 24 meters



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D	Maximum Weight with maximum radius, Maximum Height (Bottom of the structure to be lifted), Maximum dimensions(LxBxH). to be handled.	<p>Case i) 35 Ton, 24-meter radius, 70-meter Load Base Height, Load Size (Length 15m xWidth 9.6m, Height 6 m)</p> <p>Case ii) 20 ton, 36 meter radius, load height (-6 meter), Load Size (dia 3.840X 10.13 meter length) Crane should cater both requirement</p>
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VOLUME IA PART – I CHAPTER – III

1.3 FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL (SCOPE MATRIX)

1.3.1 PART 1

Sl. No.	Description	Scope to be taken care by	
		BHEL	Bidder
1.3.1.1	ESTABLISHMENT		
1.3.1.1.1	FOR CONSTRUCTION PURPOSE:		
1.3.1.1.1.1	Open space for office	Yes	
1.3.1.1.1.2	Open space for storage	Yes	
1.3.1.1.1.3	Firefighting equipment like buckets, extinguishers etc		Yes
1.3.1.1.1.4	Fencing of storage area, office, canteen etc of the bidder		Yes
1.3.1.1.2	FOR LIVING PURPOSES OF THE BIDDER		
1.3.1.1.2.1	Open space		Yes
1.3.1.1.2.2	Living accommodation		Yes
1.3.1.2	ELECTRICITY		
1.3.1.2.1	Electricity of Voltage 415 / 440 V For the office placed within the plant premises.	Yes	
1.3.1.2.1.1	Single point source from the nearest SS for office within the plant premises	Yes	
1.3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes
1.3.1.2.2	Electricity for the office, stores, canteen, labour colony Voltage 415 / 440 V For the office placed outside the plant premises.		Yes
1.3.1.2.2.1	Distribution from single point including supply of materials and service		Yes



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1.3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes
1.3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes
1.3.1.2.2.4	Demobilization of the facilities after completion of works		Yes
1.3.1.4	COMMUNICATION FACILITIES for site operations of the bidder	-	
1.3.1.4.1	Telephone, Fax, internet, intranet, email etc		Yes

1.3.2. PART-2

Open Space

- 1.3.2.1. Minimum Open space as made available by customer will be provided at free of charges to the contractor, for construction of temporary office shed, contractor's stores shed(s).
- 1.3.2.2. BHEL shall not provide to the contractor any residential accommodation to any of his staff and the contractor has to make his own arrangements.
- 1.3.2.3. Location and area requirement for office / storage sheds / Assembly area shall be discussed and mutually agreed to.
- 1.3.3.4. BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 1.3.3.5. Any duty, deposit involved in getting the Electricity shall be borne by the contractor. As regards to contractor's office shed also, all such expenditure shall be borne by the contractor.

1.3.4. DRINKING WATER

Contractor shall provide drinking water at the work spot at their cost.

1.3.5. CONTRACTOR'S OBLIGATION ON COMPELTION

On completion of the work, all temporary buildings, structures, cables etc. shall be dismantled and levelled and debris shall be removed by the contractor at his cost. In the event of failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.

1.4 T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

The following minimum major Tools & Plants and MMEs shall be deployed by the contractor for execution of this contract with in the quoted rate:

- 1.4.1 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs if any.
- 1.4.2 For booms extension and reduction, Necessary structural supports / stands that are required for resting booms etc., are included in the scope of bidder.
- 1.4.3 All the consumables such as lubricants, spare parts excluding fuel, for operation of the crane has to be arranged by the bidder. The rate quoted for monthly hire charges shall be inclusive of such



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consumables, lubricants, spare parts etc. In case contractor fails to provide the required consumables in time, BHEL reserves the right to supply the same and deduct the cost from bidder's (Crane Hiring Contractor) bill with applicable overhead charges. For recording the hours of operation, vendor is required to maintain a separate register at site, which shall be certified by site engineer.

1.5 T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

1.5.1 List of T&Ps to be made available by BHEL to contractor free of hire charges on sharable basis.

Changing of Boom configuration for reduction & Extension of the boom the assisting crane (with fuel) along with the manpower required will be provided by BHEL.

1.6 CONTRACT PERIOD

The entire contract period shall comprise of Mobilization period, Hiring Period & demobilization period as mentioned below.

1.6.1 Commencement of Contract Period

The contract period shall commence from the date of written intimation for deployment of crane from BHEL Ennore SEZ, 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu: - 601203.

1.6.2 Initial mobilization and tentative schedule for deployment and commencement of Hiring period:

The deployment schedule of the crane indicated below is tentative. Crane shall be deployed and made operational (First successful load testing) at Site within fifteen (15) Days from the written intimation for deployment of crane from BHEL Ennore SEZ, 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu: - 601203.

1.6.3 Commencement of Hiring period

The hiring period shall commence from 1st successful load testing of the Crane with mutually agreed boom length at Project Site and acceptance by BHEL.

Sl. No.	Description	Tentative Deployment Month / Year	Initial Hiring Period	Quantity
01	350MT Capacity Hydraulic Crawler Crane	End Aug 2024	7 Months	01 No.

1.6.4 Similarly, the crane shall be demobilized from site within 15 days from the date of intimation by Site Construction Manager for demobilization.

1.6.5 In case of exigency site requirement, BHEL reserve the right to further extend the contract beyond initial hiring period, at the same terms and conditions of Tender with rate as per Clause 1.8.5 of the rate Schedule.



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- 1.6.6 If the performance / services of the Contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.
- 1.6.7 Foreclosure of Contract: BHEL reserves the right of foreclosing the Contract within the initial hiring period or extended hiring period with 15 days' advance notice without assigning reason and no payments will be made for the period of foreclosure (i.e after the 15 days' notice period). Hiring charges of the crane, in such case shall be paid on pro rata basis of the monthly rate for the no. of days worked at site.

1.7 NORMAL WORKING HOURS

- 1.7.1 The services of the crane with crane crew shall be made available to BHEL for round the clock operation (for duration of Twenty-four hours per day). Every 12 hrs working period shall necessarily include one-hour break.
- 1.7.2 However, regular working hours will be 12 hrs (including one hour break) on all the working days and 26 days per month excluding Sundays or Weekly holidays. Timings shall be fixed by site as per operational convenience.
- 1.7.3 Allotment of weekly and other holidays for crane crew is at the discretion of BHEL and will be decided by BHEL Ennore SEZ, 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu: - 601203 according to the requirements from time to time. Only holidays as declared by BHEL apart from weekly holidays have to be followed. This may have to be adjusted by crane operator and his crew to suit the requirement of site. If necessary, Operator with his crew shall be available for the operation of their crane round the clock at normal working days and holidays in exigency.
- 1.7.4 Holiday working and extended hour working shall be at the discretion of site in charge. Working beyond normal working hours of 12 hours and working on weekly / other holidays will be treated as overtime and the charges for the same shall be paid as per Clause No.1.11

1.8. RATE SCHEDULE

- 1.8.1 Rates for Monthly Rental of the Crane for the duration as specified at Clause No. 1.6.3 inclusive Operator cum Mechanic, helper, maintenance staff as required, all consumables such as lubricants, grease, filters and spares etc. excluding fuel based on the Normal working hours as mentioned above including onetime Mobilization and De-mobilization charges together for the crane to & from site are to be quoted as "A" in the Price Schedule Format as per Price bid. Evaluation of the Price Bid will be done based on this quoted rate "A".

1.8.2 Monthly Charges for initial hiring period:

Based on the quoted rate, Monthly Charges for Crane Hiring would be fixed as per Formula = $(Ax0.80) / (\text{Initial Hiring period in Months})$.

1.8.3 Mobilization and De-Mobilization Charges:



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Mobilization Charges would be fixed as per formula = (Ax0.10) and demobilization Charges would also be fixed as same, as that of Mobilization charges, i.e., as per formula = (Ax0.10).

- 1.8.4 The price quoted shall be inclusive of operation (excluding fuel) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy operator-cum-mechanic, Helper and Maintenance crew to ensure smooth operation and maintenance of the crane without affecting work. Overtime charges will be paid as specified at 1.11, Specific Terms and Conditions and no other extra payment shall be made.
- 1.8.5 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. In case of extension period, if any, the Monthly Hire Charges will be paid as 90% of the monthly hire charges agreed for the initial hiring period and no changes will be made in mobilization & Demobilization charges.
- 1.8.6 Contractor shall fully understand equipment description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.
- 1.8.7 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

1.9 TERMS OF PAYMENT

- 1.9.1. a) EMD is applicable as per BHEL WP-2016 for this tender (Rupees Two Lakhs Only).
- b) Security deposit @ 5% of contract value will be applicable and same needs to be submitted in line with Clause 1.10 Security Deposit of Volume – 1 Book – II Volume-1C of General Conditions of Contract.
- 1.9.2 PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.
- 1.9.3. Retention Amount @ 5% of Contract value, as per clause 2.22 of GCC is Applicable for this Tender. Since Performance Guarantee of workmanship is not applicable for this tender, 100% of Retention amount & security deposit shall be refunded along with Final Bill.
- 1.9.4. Payment of monthly agreed hire charges will be made once in a month at BHEL Ennore SEZ, 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu: - 601203 as certified by the BHEL Engineer-In-charge at site as per the terms and conditions.
- 1.9.5. Mobilization and demobilization charges shall be payable as per point 1.8 above. Payment of mobilization charges shall be made at BHEL Ennore SEZ, 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu: - 601203 on successful commissioning and load testing of the crane by the Tenderer as certified by the BHEL Engineer in charge.
- 1.9.6. Payment of demobilization charges shall be made at BHEL Ennore SEZ, 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu: - 601203 on receipt of written confirmation from site in charge of BHEL that crane has been dismantled and removed from site in all respects by the Tenderer.



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1.9.6. Contractor has to make his own arrangement at his cost for completing the formalities, for bringing all their material, and equipment etc. at site or the execution of the work, including arrangement of Road Permits if any and as applicable under the relevant acts, etc.,

1.9.7. Void

1.9.8. Note:

1.9.8.1. RA bill payments as per Chapter-X of SCC (Volume IB).

1.9.8.2. Refer Part-II, Chapter-1 of Technical Conditions of Contract (TCC) for Corrections & Revisions in GCC & SCC.

1.10 TAXES AND OTHER DUTIES

Applicable taxes clause from finance will be applicable.

1.11 SPECIFIC TERMS AND CONDITIONS

1.11.1 Working on weekly holidays and other holidays and extended hour working beyond Normal Working Hours shall be considered as overtime. For Contract period, it is payable pro rata at 25% of the monthly accepted crane hiring charges and for extended period of hiring shall be worked out pro rata at 25% of accepted monthly hire charges at the time of extension.

1.11.2 (a) Calculation for hourly rate for Holiday working and extended hour working within Contract Period of hiring = $\frac{\text{Monthly hire charges for initial hiring period} \times 0.25}{26 \text{ days} \times 12}$

(b) Calculation for Holiday working and extended hour working for extended period of hiring beyond the Contract Period =

$\frac{\text{Monthly hire charges for extended period (Agreed monthly hire charges for initial hiring period} \times 0.9)}{x0.25}$

26 days x 12

1.11.3 Regular/Breakdown Maintenance Period of One day per Month shall be permitted. The same shall be decided in consultation with BHEL Engineer. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL Engineer.

1.11.4 The Accepted rate, shall remain firm throughout the contract period.

1.11.5 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. However monthly hire charges for the extended period shall be 90% of the monthly hire charges agreed for the initial hiring period.

1.11.6 The offer submitted by the agency shall be kept valid for a period of 90 days from the date of tender opening.

1.11.7 The accepted rate shall be inclusive of maintenance and operation of the crane. The bidder should provide one mechanic cum Operator and helper as required for operation and maintenance of their cranes at site without affecting the work.



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1.11.7.1 No Advance payment will be made by BHEL for this contract.

1.11.8 The crane to be offered should be in good working condition as on date of opening of Technical bid and Bidders to submit a self-declaration in their letter head for the same. The physical inspection of crane at its present location will be carried out by BHEL if required.

1.11.9 The deployed crane should give trouble free operation without affecting the erection work.

1.11.10 The bidder must maintain and operate crane regularly at site with their manpower. Breakdown/repair should be immediately attended by the bidder. The bidder shall maintain a log book giving full operation, routine/ preventive maintenance and break down details and obtain signature of Engineer in charge of site on a daily basis or as per the site procedure. Original log sheets shall be submitted to BHEL at the end of every month and before submission of monthly bills at site.

1.11.11 The cost of any repair arising during the operation should be borne by the bidder.

1.11.12 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs at their cost.

1.11.13 In case of absence of operator, the bidder should make an alternative arrangement for the continuation of work to meet the erection requirement of site.

1.11.14 Bidder shall arrange the entry gate pass for their crew for which necessary documents will be forwarded by BHEL.

1.11.15 Crane operators deployed under this contract should possess valid license for crane operation. Necessary documents are to be submitted at site while deploying the operator.

1.11.16 Bidder shall be required to take Comprehensive Insurance Policy for the crane with Third Party Liability cover as well as adequate Insurance for Bidder's Crew before deployment of the crane at site. If due to negligence and of non-observation of safety and other precautions, any accident/injury occurs to any other persons/public/property, the bidder shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities/Statutory Authority.

1.11.17 Any loss or damage to BHEL or customer's property due to negligence of the crew employed by the bidder is attributable to the bidder.

1.12 PERFORMANCE OF THE VENDOR

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

1.13 Penalty:

1.13.1 If the crane could not be utilized due to any failure of the crane, over and above the regular/Breakdown maintenance period of one day per month, the proportional amount towards Crane Hire charges, for the total hours taken for making the crane operational shall not be paid.



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- 1.13.2 If the non-availability of the crane extends beyond one week after regular maintenance period, then additionally Penalty will be charged @ rate of 10% of the Daily Hire Charges, for every day of non-availability (including intervening Sundays and holidays), limited to 10% of the Awarded Contract Value or Executed Contract value, whichever is higher.
- 1.13.3 In case of total failure of the crane at site, the contractor should substitute a similar crane within 4 weeks which will be treated as idle period and no hire charges shall be paid for this period. Failing which, BHEL may engage a suitable crane at the Risk and Cost of the Contractor as per Clause 2.7 of GCC. The decision of BHEL in this regard shall be final and binding on the contractor.
- 1.13.4 The successful bidder shall mobilize the crane and made operational at Site within 15 (Fifteen) days from the date of written intimation from site for deployment of Crane as per Clause no. 1.6.2. In case of delay on this account, BHEL shall have the right to impose Penalty at the rate of 0.5% of the awarded contract value, per week of delay or part thereof subject to a maximum of 10% of the awarded contract value.



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FORMAT – DETAILS OF OFFERED CRANE

Proposed date of release from Current deployment	
Percentage of Work Completed (If applicable)	
Current Location of Crane	
Current Status of Deployment	
Crane Year of Manufacturing	
Capacity	
Make	
Description of owned Crane (Model)	
Sl No.	



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EVALUATION OF VENDOR PERFORMANCE

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

SI No.	CRITERIA	MAX SCORE	WEIGHTAGE	SCORE OBTAINED	WEIGHTED SCORE
1	MANPOWER	10	2.5	25	
2	QUALITY	20	3	60	
3	OTHERS	10	1.5	15	
TOTAL WEIGHTED SCORE (OUT OF 100)					
LESS: Score for Accidents attributable to Contractor during the reporting period (Major @ 3, Minor @1)					
Major Accidents – Fatal, Permanent Disability, Major damage to Equipment					
Minor Accidents – All Others					
Net Weighted Score (out of 100)					
Overall Performance Evaluation			Good / Satisfactory / Unsatisfactory		
Net Weighted Score					
80% and above			Good		
Between 60% to 80%			Satisfactory		
60% and Below			Unsatisfactory		



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VENDOR PERFORMANCE FEEDBACK

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

Sl No.	Details	PERFORMANCE FEEDBACK				
		5	4	3	2	1
01	MANPOWER					
1.1	Deployed Crew Skill					
1.2	Job Co-ordination Skill					
2	QUALITY					
2.1	Crane Performance					
2.2	Attending to Breakdowns					
2.3	Response to Site Requirement					
2.4	Work as per Customer Satisfaction					
3	OTHERS					
3.1	Behavioural Aspect					
3.2	Responsiveness to statutory regulations and compliance level					

(Signature of Site Engineer)

(Signature of Construction Manager)



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VOLUME - II

PRICE BID - RATE SCHEDULE

Applicable rates for respective activity based on Total price

Tentative Duration of Deployment: End Aug 2024 to End March 2025 (07 Months)

Sl. No.	Description of Activity	Rate / Month	Qty	Amount (all inclusive)
1	Hire Charges for providing One number 350MT Capacity Hydraulic Crawler Crane with for a period of Five (07) months at BHEL Ennore SEZ , 2x660 MW STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamilnadu:- 601203 with all accessories, operator cum mechanic, helper and maintenance staff, inclusive of lubricants, spare parts, filters, and other consumables etc. excluding fuel, as per Tender Specification & Terms & Conditions.	$(A \times 0.8)/07$	07 months	$0.8 \times A$
2	Mobilization charges	$0.1 \times A$	01 time	$0.1 \times A$
3	De-mobilization charges	$0.1 \times A$	01 time	$0.1 \times A$
4	Total price 'A' for inclusive of all in Rs (to be filled only here) (In figures) (In words)			

NOTES:

- Total Price 'A' shall be quoted by the bidder. L-1 bidder would be decided on the basis of Price (A) quoted above.
- The Rate schedule given above may be linked with the Instructions to Rate schedule mentioned in Chapter –VIII of Technical Conditions of Contract.
- Monthly Hire Charges for Crane would be as per arrived rate per month at sl. No. 1.
- Mobilization and De-Mobilization Charges shall be as per arrived rate per month as at Sl. No. 2 and Sl. No 3 respectively.
- The above rate quoted shall be firm for the Crane offered against this tender throughout the contract period including the extended period if any and no price variation provisions are applicable.
- In case of extension period, if any, the Monthly Hire Charges shall be 90% of the monthly hire charges agreed for the regular contract/hiring period. No changes will be made in mobilization & Demobilization charges.

DATE:

SIGNATURE:

PLACE:

NAME OF SIGNATORY:

NAME OF BIDDER:

(SEAL OF THE BIDDER):