

**TENDER SPECIFICATION NO:  
BHE/PW/PUR/WNSR-16MT-CRH/2358**

**PROVIDING SERVICES OF 01 NO OF TOWER  
CRANE (16 MT LIFTING CAPACITY WITH FIX  
FOUNDATION TYPE) ON MONTHLY HIRING BASIS  
FOR RETROFITTING OF ESP WORK  
AT  
GSECL 3X210 MW WANAKBORI TPS UNIT- 6  
PROJECT, DISTRICT: KHEDA, GUJARAT- 388239.**

**VOLUME – IA (TECHNICAL BID)**

**VOLUME-I CONSISTS OF**

- Notice Inviting Tender,
- Volume-IA : Technical Conditions of Contract,
- ~~Volume-IB : Special conditions of Contract,~~
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures HSE Plan

**VOLUME-II CONSISTS OF:**

- Price Bid Specification



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

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Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <b><u>Vol-IA-2358</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-2358</u></b> )
I-A	Technical Conditions of Contract	Vol-I-A-2358
--	Appendix-A-Technical Specification	Part of Vol-IA- <b>2358</b> (Attached Separately)
--	Techno-Commercial Compliance Formats	Part of Vol-IA- <b>2358</b> (Attached Separately)
I-B	Special Conditions of Contract	VOID
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II	Price Bid Specification as specified in E-Procurement Portal	Volume-II- <b>2358</b>

## **E-Tender Specification Issue Details**

**E-Tender Specification No: BHE/PW/PUR/WNSR-16MT-CRH/2358**

**NAME OF THE WORK:**

**PROVIDING SERVICES OF 01 NO OF TOWER CRANE (16 MT LIFTING CAPACITY WITH FIX FOUNDATION TYPE) ON MONTHLY HIRING BASIS FOR RETROFITTING OF ESP WORK AT GSECL 3X210 MW WANAKBORI TPS UNIT- 6 PROJECT, DISTRICT: KHEDA, GUJARAT- 388239.**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION      Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s. ....

.....

PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

**AGM (Purchase)**

Place: Nagpur

Date:

2358

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR**  
**Notice Inviting Tender**

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Date: 19/01/2021

**NOTICE INVITING TENDER (NIT)**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**

**To,**

Dear Sir/Madam,

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system (National competitive bidding (NCB) ~~or International Competitive Bidding (ICB)~~ are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1.0 Salient Features of NIT**

S No.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/WNSR-16MT-CRH/2358	
ii	Broad Scope of job	PROVIDING SERVICES OF 01 NO OF TOWER CRANE (16 MT LIFTING CAPACITY WITH FIX FOUNDATION TYPE) ON MONTHLY HIRING BASIS FOR RETROFITTING OF ESP WORK AT GSECL 3X210 MW WANAKBORI TPS UNIT- 6 PROJECT, DISTRICT: KHEDA, GUJARAT- 388239.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Not Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specifications	Not Applicable
F	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) as per schedule below: Start : 19/01/2021 , Time :16:30 Hrs Closes: 29/01/2021 , Time : 12:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	Applicable

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: www.bhel.com

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S No.	ISSUE	DESCRIPTION	
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<p><b>Date: 29/01/2021, Time :13.00 Hrs</b></p> <p>The bidder should submit their offer online only in e-Procurement portal at <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></p> <p><b><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></b></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	Applicable
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<p><b>Date: 29/01/2021, Time: 17.00 Hrs</b></p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	<b>EMD AMOUNT</b>	<b>Rs. 1,07,178/- (Rupees One Lakh Seven Thousand One Hundred Seventy-Eight Only).</b>	Applicable
viii	<b>COST OF TENDER</b>	NIL	Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <p>1) Name: P R Chiwarkar Designation: AGM Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Landline: +91-712-2858-633 Email :prchiwarkar@bhel.in Fax:+91-712-2858600</p> <p>2) Name: Shivkesh Meena Designation: Dy. Manager Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Land Line: +91-712-2858-715 Email :svm@bhel.in Fax:+91-712-2858600</p>	Applicable

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Website: [www.bhel.com](http://www.bhel.com)

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S No.	ISSUE	DESCRIPTION	
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	----	<i>Not Applicable</i>
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	----	<i>Not Applicable</i>
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information.	

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

3.0 Not Used

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

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

5.0 **Procedure for Submission of Tenders:**

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: <a href="http://www.bhel.com">www.bhel.com</a>
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This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

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

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

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

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

**b. Price Bid:**

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

**DO NOT'S**

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

**Digital Signing of e-Tender**

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

**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

**BHEL has finalized the e-procurement service Provider:-**

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

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

<p>Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: <a href="http://www.bhel.com">www.bhel.com</a></p>
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For any technical related queries, please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

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

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

Please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES for DSC certifying authorities.

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

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

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

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

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

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	ii). — In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre Qualification criteria:  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume I B : Special Conditions of Contract (SCC)	
x. —	Volume I C : General Conditions of Contract (GCC)	
xi. —	Volume I D : Forms & Procedures	
xii. —	Volume II (UNPRICED — without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

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

	<b>PART-II</b>	
	<b><u>PRICE BID</u></b> consisting of the following shall be enclosed	
	<b><u>ENVELOPE-III</u></b> superscribed as: PART II (PRICE BID) TENDER NO.: NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b><u>CONTAINING THE FOLLOWING</u></b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part I	
ii	Volume II — PRICE BID ( Duly Filled in Schedule of Rates — rate/price to be entered in words as well as figures)	

	<b>OUTER COVER</b>	
	<b><u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</u></b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO:	

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	<b>NAME OF WORK:</b> <b>PROJECT:</b> <b>DUE DATE OF SUBMISSION:</b>  <b>CONTAINING THE FOLLOWING:</b>	
i	<input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> Envelopes III	

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

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

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

**9.0 Assessment of Capacity of Bidders: Void**

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

15.0 Void

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- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction.:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**") for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Void:
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).

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

**28.1.1 Commitment by BHEL:**

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

**28.1.2 Commitment by Bidder/ Supplier/ Contractor:**

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

**29.0 Micro and Small Enterprises (MSE)**

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

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

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

- a) ~~MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011 MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non-submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted~~

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~~before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.~~

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

**31.0 PREFERENCE TO MAKE IN INDIA:**

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

32.0 ~~Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.~~

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

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

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

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

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

**35.0 Order of Precedence:**

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C

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.....  
**g. Forms and Procedures — Volume-1D**

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

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

**Enclosure:**

01. Annexure-1: Pre Qualifying Requirements.
02. Annexure-2: Check List.
03. Annexure-3: Certificate by Chartered Accountant
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
07. Annexure-7: Integrity Pact
08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.
010. Annexure-10: In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020
011. Annexure 11: Important information.

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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

<b>E-Tender Specification Number: BHE/PW/PUR/WNSR-16MT-CRH/2358</b>			
<b>JOB</b>	<b>PROVIDING SERVICES OF 01 NO OF TOWER CRANE (16 MT LIFTING CAPACITY WITH FIX FOUNDATION TYPE) ON MONTHLY HIRING BASIS FOR RETROFITTING OF ESP WORK AT GSECL 3X210 MW WANAKBORI TPS UNIT- 6 PROJECT, DISTRICT: KHEDA, GUJARAT- 388239.</b>		
<b>S No</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Applicability</b>	
<b>A</b>	Submission of Integrity Pact duly signed (if applicable)  (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
<b>B</b>	<b><u>TECHNICAL PQR</u></b> <b>B.1)</b> The crane offered by the bidder must meet the technical requirements of BHEL as per Clause No. 2.2 of Chapter – II: Scope of Work and Technical Specifications of “Technical Conditions of Contract-TCC”.  Details specifying the same shall be submitted in Appendix-A.  <b>AND</b> <b>B.2)</b> Bidder must be in the business of providing Services of Crane hiring in last seven years as on latest date of offer submission.	Applicable	
<b>C-1</b>	<b><u>Financial TURNOVER</u></b> Bidders must have achieved an average annual financial turnover (audited) of <b>Rs. 16.07 Lakhs</b> or more over last three Financial Years (FY) i.e. ‘2016-17, 2017-18 & 2018-19’ OR ‘2017-18, 2018-19 & 2019-20’*  *To consider last three financial years as ‘2016-17, 2017-18 & 2018-19’, bidder must provide a declaration that they do not have financial (audited) statements for FY 2019-20.	Applicable	
<b>C-2</b>	<b><u>NETWORTH</u></b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘C-1’ above should be positive.	Applicable	
<b>C-3</b>	<b><u>PROFIT</u></b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for ‘C-1’ above.	Applicable	

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

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

**Explanatory Notes for PQR B (Technical)**

- 1) The evaluation currency for this tender shall be INR.
- 2) For the criteria, actual executed value shall be considered.
- 3) Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
- 4) 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.

**PQR C (Financial)**

**C-1:**

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY) .
- iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

**C-2:** Net Worth (Only in case of companies) of the bidder should be positive.

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S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	<p>Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Net worth = Paid up share capital + Reserves</p> <p><b>C-3:</b> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.</p> <p><b>C-4:</b> Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.</p>		

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

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

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**ANNEXURE - 2**

**CHECK LIST**

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

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

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14	Declaration for relation in BHEL	Applicable/ <del>Not</del> Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/ <del>Not</del> Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/ <del>Not</del> Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/ <del>Not</del> Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ <del>Not</del> Applicable	YES/ NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement. <del>Power of Attorney of Consortium Partner.</del>	Applicable/ <del>Not</del> Applicable	YES/NO
20	Analysis of Unit rates	Applicable/ <del>Not</del> Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

**DATE :**

**AUTHORISED SIGNATORY**

**(With Name, Designation and Company seal)**

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**ANNEXURE-3**

**Certificate by Chartered Accountant on letter head**

(applicable upto 31<sup>st</sup> March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26<sup>th</sup> June'2020)

This is to Certify that M/S .....  
(hereinafter referred to as 'company') ..... having its registered office at .....  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No ..... (Part - II)/ ..... Udyam Registration Certificate No. ....  
..... dtd: ..... Category: (Micro/Small/Medium)).  
(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs ..... Laes
2. ~~For Service Enterprises:~~ Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the ~~MSMED~~ Act, 2006:  
Rs ..... Laes
3. ~~For Enterprises~~ (having EM II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs ..... Laes and turnover is Rs. .... Laes (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. ~~For Enterprises~~ (having EM II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs ..... Laes and turnover is Rs. .... Laes (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

**~~(Strike off whichever is not applicable)~~**

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

~~Or~~

~~The enterprise has been graduated upward from its original category (micro/small/medium) (strike off which is not applicable), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

~~Or~~

~~The enterprise has been reverse graduated from its original category (micro/small/medium) (strike off which is not applicable), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

~~Date:~~

~~(Signature)~~

~~Name:~~

~~Membership Number:~~

~~Seal of the Chartered Accountant~~

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**ANNEXURE-4**

**Reverse Auction Process Compliance Form**

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

To

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

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {BHE/PW/PUR/WNSR-16MT-CRH/2358} dt. {.....}  
This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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**ANNEXURE-5**

**Authorization of representative who will participate in the on line Reverse Auction Process:**

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

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**ANNEXURE – 6**

**Reverse Auction price confirmation and breakup**  
**(To be submitted by L1 bidder after completion of Reverse Auction)**

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

*{Unit-  
Address-}*

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs.{\_\_in value & in words\_\_} for item(s) covered under tender enquiry No. {  
BHE/PW/PUR/WNSR-16MT-CRH/2358} dt.{...}**

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

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

The price break-up is as given below.

Total

=====

**- Rs. in value & in words**

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

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**ANNEXURE – 7**

**INTEGRITY PACT**

**Not Applicable**

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**ANNEXURE – 8**

**UNDERTAKING**

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

**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No: BHE/PW/PUR/WNSR-16MT-CRH/2358

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

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

Place:

Date:

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**ANNEXURE-9**

**DECLARATION**

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

To \_\_\_\_\_

BHEL, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable).

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

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

Regards,

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

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ANNEXURE-10**

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.  
F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no . .....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the

bidder.....  
.....> is / are

a) Not from such a country and eligible to be considered for this tender.

**OR**

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

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**ANNEXURE-11**

**IMPORTANT INFORMATION**

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

**Postal Address:**

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

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

AGM Purchase, Email: [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in). Ph: +91 – 712 – 2858 - 633

Dy. Manager Purchase, Email: [svm@bhel.in](mailto:svm@bhel.in) Ph: ++91 – 712 – 2858 -715

Dy. Engineer Purchase, Email: [bajjnath@bhel.in](mailto:bajjnath@bhel.in) , Ph: +91 – 712 -2858 - 652

**1. Suspension of Business dealings**

- 1.1 BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
- 1.2 Suspension could be in the form of 'Hold', 'De-listing' or 'Banning' a contractor.
- 1.3 A bidder may be put on HOLD for a period of 6 months, for future tenders for specific works on the basis of one or more of the following reasons:
  - a) Bidder does not honour his own offer or any of its conditions within the validity period.
  - b) Bidder fails to respond against three consecutive enquires of BHEL.
  - c) After placement of order, Bidder fails to execute a contract.
  - d) Bidder fails to settle sundry debt account, for which he is legitimately liable, within one year of its occurrence.
  - e) Bidder's performance rating falls below 60% in specific category (more fully described in Chapter 'Performance Monitoring'.
  - f) Bidder works are under strike/ lockout for a long period.
- 1.4 A Bidder may be de-listed from the list of registered Bidders of the region for a period of 1 year on the basis of one or more of the following reasons:-
  - a) Bidder tampers with tendering procedure affecting ordering process or commits any misconduct which is contrary to business ethics.
  - b) Bidder has substituted, damaged, failed to return, short returned or unauthorizedly disposed off materials/ documents/ drawings/ tools etc of BHEL.
  - c) Bidder no longer has the technical staff, equipment, financial resources etc. required to execute the orders/ contracts.
- 1.5 A Bidder can be banned from doing any business with all Units of BHEL for a period of 3 years on the basis of one or more of the following reasons:
  - a) Bidder is found to be responsible for submitting fake/ false/ forged documents, certificates, or information prejudicial to BHEL's interest.

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- .....
- b) In spite of warnings, the Bidder persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
  - c) Bidder is found to be involved in cartel formation.
  - d) The Bidder has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc which are contrary to business ethics.
  - e) The Bidder is found guilty by any court of law for criminal activity/offences involving moral turpitude in relation to business dealings.
  - f) The Bidder is declared bankrupt, insolvent, has wound up or been dissolved; i.e ceases to exist for all practical purposes.
  - g) Bidder is found to have obtained Official Company information/documentation by questionable means.
  - h) Communication is received from the administrative Ministry of BHEL to ban the Bidder from business dealings.

- 1.6 Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
- 1.7 All existing contracts with a 'BANNED' contractor shall normally be short closed.
- 1.8 Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained
- 1.9 The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

- 2. **Refer above clause no 1 regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf)**

- ~~3. **"Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~

- 4. **All Statutory Requirements as applicable for this project shall be complied with.**
- 5. **BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud**

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**Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."**

**6. OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT MANAGEMENT/QUALITY ASSURANCE PROGRAMME :**

BHEL, Power Sector Regions (PSNR/ER/WR/SR) are each certified for ISO 9001. Quality of work to customer's satisfaction and fulfillment of system requirements are the essence of ISO 9001 certification. BHEL, PS Regions have HSE certification (ISO 14001 & OHSAS 18001) and therefore Contractor also shall organise/ plan/ perform all their activities to meet with the applicable requirements of these standards.

**6.1 Contractor shall comply with HSE (Health, Safety & Environment) requirement of BHEL as per the "HSE Plan for Site Operations by Sub-Contractors" (Document No HSEP:14:Rev 00)**

**Document No HSEP:14:Rev 00 has been uploaded/issued/attached separately as file titled 'HSE Plan for Site Operations by Sub-Contractors'**

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

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

- a) Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
- b) Time of Completion (Clause No. 2.10)
- c) Extension of Time for Completion (Clause No. 2.11)
- d) Overrun Compensation (Clause No. 2.12)
- e) Interest bearing Recoverable advance (Clause no.2.13)
- f) Quantity Variation (Clause No.2.14)
- g) Extra Works (Clause no.2.15)
- h) Supplementary Works (Clause no.2.16)
- i) Price Variation Compensation (Clause no. 2.17)
- j) Retention Amount (Clause no. 2.22)
- k) Performance Guarantee for Workmanship (Clause no. 2.24)

**8. Void**

**9. The following paragraph has been added in clause 2.7.1 under clause 2.7 "Rights of BHEL" of General Conditions of Contract (Volume-IC GCC)**

In case of inadequate manpower deployed by contractor, BHEL reserves the right to deploy additional manpower through any other agency for expediting activities in the interest of the project. Supplied manpower shall be put on job by the contractor and payments and other statutory compliances related to manpower shall be the contractor's responsibly. In case of contractor's failure to fulfil his obligations in respect of such manpower, BHEL reserves the right to take necessary action as per contract conditions.

**10. Delay in 1st submission of SDBG/ PBBG:** SDBG/ PBG is to be furnished by the vendor before start of work. No payment will be released till SDBG/PBG is submitted by the vendor.

However if requested by the vendor, cash recovery equivalent to SDBG/ PBG value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2%

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on amount equivalent to SDBG/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

- 11. Compensation in case of Death/ Permanent Incapacitation of Person:** BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
  - (ii) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

**12. Acceptance of Bank Guarantee (BG)**

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

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

"Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

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



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

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

**13. Broad Terms & Conditions of Reverse Auction:**

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

**"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) ([http://www.bhel.com/vender\\_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf](http://www.bhel.com/vender_registration/pdf/Guidelines%20for%20Reverse%20Auction-2020.pdf))** for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all 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."

~~BHEL shall open the Sealed Envelope Price bid through conventional method (either in E-Procurement Portal or in Hard Copy method) of all the techno-commercially qualified bidders with applicable loading, if any and same shall be considered for their ranking.~~

**Note-01:-** In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://eprocurebhel.co.in>, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

**Note-02:** No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://www.bhel.com).

**14. Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.**

**15. "Towards compliance of Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 - Bidder shall submit duly filled & signed 'Annexure-10' along with their techno-commercial offer. In this connection, following may be noted:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or

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- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**IV. The beneficial owner for the purpose of (iii) above will be as under:**

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint the majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
  - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

***However, in this regard, provision of Clause no 1.15.9 of Vol-IC GCC shall also be applicable.***

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2358

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-I: Project Information

### 1.0 PROJECT INFORMATION

PROJECT INFORMATION		
SL No	Description	Details
1.1	Location	GSECL 3X210 MW WANAKBORI TPS UNIT-4, 5 & 6 PROJECT, , DISTRICT: KHEDA, GUJARAT- 388239
1.2	Nearest Railway Station	Sevalia, 8 km away,
1.3	By Road	The site is easily approachable by National Highway NH-08 at a distance of about 70 KM. The nearest town is (Balasinor at a distance of approx. 13 km.
1.4	Nearest Airport/Seaport	Vadodara (85 Km away) / Ahmedabad (100 Km away)
1.5	Nearest Sea Port	Mumbai and Kandla.

Above information furnished are for general guidance of bidder. However, the bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract. All costs for and associated with site visits shall be borne by the bidder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

### 2.1 **BROAD SCOPE OF WORK**

PROVIDING SERVICES OF 01 NO OF TOWER CRANE (16 MT LIFTING CAPACITY WITH FIX FOUNDATION TYPE) ON MONTHLY HIRING BASIS FOR RETROFITTING OF ESP WORK AT GSECL 3X210 MW WANAKBORI TPS UNIT- 6 PROJECT, DISTRICT: KHEDA, GUJARAT-388239

The cranes shall be engaged in the project of GSECL 3X210 MW WANAKBORI TPS UNIT- 6 for retrofitting of ESP of this project wherever required as per instructions of BHEL Engineer-in-Charge

The intent of this tender specification is to hire the services of One (01 No.) No. of Tower crane **16 MT (Fixed Foundation Type)** on monthly hire basis to suit the specified requirements.

**Tower Crane:** Fix Foundation Type Tower Crane (16 MT) with Accessories.

### 2.2 **TECHNICAL REQUIREMENT & DURATION OF DEPLOYMENT:**

The offered crane shall meet the following requirements.

**Bidder is required to submit the detailed specification of offered crane in the excel file titled "Appendix-A-Tech-Specification of Crane-2358" which is issued along with this tender & upload the same along with the offer.**

SN	Description of Parameter/Feature	Details/Requirement
2.2.1	Number of Tower Crane Required	01 Nos.
2.2.2	Crane Version	<b>Fix foundation anchors</b> as suited to site condition. Detail Foundation design, drawings and other technical inputs shall be furnished by the vendor for foundation. Vendor's engineer shall certify the adequacy of foundation before assembling of the crane. <b>The bidder is advised to visit and examine the site of works and its surroundings.</b>
2.2.3	Space available for Foundation	<b>7X7 Sq. Mtr. (Max.)</b>
	<b>Details of Lifts (Heavy Object, High Elevations)</b>	
2.2.4	Working height	<b>51 Mtrs (Min.)</b>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

SN	Description of Parameter/Feature	Details/Requirement
2.2.5	Working Radius	<b>65 Mtrs (Min)</b> The Crane shall have the facility of working in various heights as per erection requirement.
2.2.6	Minimum Lifting Capacity	16 MT at Minimum Operating Radius
2.2.7	Load criteria: Tip load	<b>4.0 MT lifting capacity required at 65 M Radius</b>
2.2.8	Tower type	Self-telescoping type tower with hydraulic climbing facility as per suit at site work condition.
2.2.9	Mechanism	Hoisting, Slewing, trolleying etc.
2.2.10	Safety Devices Required	The crane shall be provided with all kinds of safety devices including load limiter, height limiter, slewing limiter, trolley brake etc. which are all mechanical & Electrical integration products, sensitive and reliable with the capability of working in construction site environment.
2.2.11	Jib type	With Cat Head/Flat Top.
2.2.12	Protective facilities with the crane	The crane shall be equipped with rest platform and guardrail etc. and other protective facilities for operator's personal safety when moving up & down. Bidder shall specifically indicate the climbing facility provided with the crane.
2.2.13	Electrical power requirement to operate the crane	<b>Bidder shall clearly indicate electrical power requirement to operate the crane, which shall be provided by BHEL on free of charge basis. Single point shall be provided by BHEL up to 500meter Distance from the bottom of the Tower crane (Isolator Box or distribution box of Tower crane).</b>
2.2.14	Wind speed limitation	Wind speed limitation considering storm conditions as per standard to be indicated by bidder. This is to be considered suitably while designing the foundation.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

SN	Description of Parameter/Feature	Details/Requirement
2.2.15	Restrictions for 360deg. Jib rotation.	360-degree movement of crane is not possible, as nearby chimneys shall foul with main Jib. Hence, there should be provision of locking/arresting crane movement.
2.2.16	The Age of the Crane	The manufacturing year of Cranes should not be more than 10 years as on the date of final due date of offer submission. Relevant documents should be attached in support of the same.
2.2.17	Assist crane for Erection and Dismantling	Shall be provided by BHEL; however, bidder has to provide lifting capacity of assist crane.
2.2.18	Space available for Foundation, erection & dismantling	Space of 7x7 sq. meter identified for foundation is free from all obstruction throughout the working height of 50+ meter. During Erection & dismantling of the crane, the space available is portrayed in enclosed drawing (Page 43). Agency has to plan Erection & dismantling of the crane within available space only.

### 2.3 GENERAL REQUIREMENTS

- The offered crane should have all kinds of safety devices including load limiter, height limiter, slewing limiter, grip block, trolley brake etc. which are all mechanical & Electrical integration products, sensitive and reliable with the capability of working in construction site environment. Other additional safety features, if any, should be made available to user without any additional cost.
- Bidder shall submit along with technical bid a **copy of load chart** and technical details of crane offered as per **Annexure-A Tech Spec Sheet**.
- The crane shall be equipped with rest platform and guardrail etc. and other protective facilities for operator's personal safety when moving up & down. Bidder shall specifically indicate the climbing facility provided with the crane.
- THE CRANE MUST BE IN THE POSSESSION OF BIDDER.**  
The manufacturing year of Cranes should not be more than 10 years as on the date of deployment. If at any moment of time during the execution of work, any crane is found to be not in a good working condition and non-performing at desired minimum capacity, as certified by BHEL engineer, the contractor shall deploy another crane in good working condition with minimum desired capacity.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-II: Scope of Works and Technical Specifications

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5. The crane shall be provided with operator, helper, service & maintenance staff (Including their accommodation) & all other consumables (if any) on fixed monthly hire basis, with separate mobilization, demobilization charges. The crane should be in good working condition. **Bidder may please note counter weight as required shall be in the scope of supply of bidder** (After completion of contract, it is responsibility of contractor to return back the all counter weights of tower crane from site). Bidder shall also furnish detail Load Chart with range diagram and relevant drawings of Tower Crane. The cranes proposed to be hired are planned for Erection work at site. Hence, the subject Crane shall have the capability of working at various heights.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-III- Facilities in the scope of Contractor/BHEL

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### 3.0 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES

3.1 The price quoted shall be inclusive of operation (**excluding Electricity**) 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. No extra payment shall be made towards engagement of crew in overtime working hours. The crane shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL engineer.

3.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables that are necessary to fulfil the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide Electricity commensurate with utilization time and agreed consumption rate.

### 3.3 FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT

Contractor shall arrange and submit fitness certificate of the assembled crane at site from the statutory authority as applicable.

### 3.4 LOAD TESTING AT SITE

BHEL will provide suitable load for carrying out the load test on assembled crane, however contractor shall arrange to & fro transportation of such test load within plant premises and return the same after completion of load test at their own cost. Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per crane load capacity chart.

### 3.5 REPAIR & MAINTENANCE COST

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

### 3.6 SCOPE FOR MOBILISATION & DEMOBILISATION

For unloading of crane sub-assemblies, components, assembly, dismantling/loading of the crane during mobilization & de-mobilization of crane, BHEL shall provide suitable capacity assist crane with operator free of charge however, fuel required for operation of assist crane shall be in contractor's scope. Contractor shall arrange to and fro transportation, skilled manpower and consumables at his own cost.

During Breakdown/ Maintenance, assist crane shall be made available by the contractor at their own cost.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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### **A: TOOL & PLANTS**

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

### **B: MEASURING AND MONITORING DEVICES (MMD):**

AS PER REQUIREMENT.

### **NOTE:**

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- V: Facilities by BHEL

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### 5.1 **FUEL, LUBE AND HYDRAULIC OIL ETC.**

Single point Construction power source (of Voltage 415 V, A.C.,3 Phase , 50 Hz) shall be provided by BHEL free of charges. However further distribution / cabling will be in the scope of contractor. Tentative distance of power sources will be approx. 500 Mtr. From tower crane foundation (Distance is only tentative, it may vary upto an extent depending on site condition). Excess consumption, if any, due to inefficient crane performance, leakage, theft and other reasons attributable to the bidder/crane shall be on the bidders account.

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

(Currently @30%) shall be recovered by BHEL

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VI: Time Schedule

### 6.0 TIME SCHEDULE AND MOBILIZATION:

#### 6.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE FOR DEPLOYMENT OF CRANE & COMMENCEMENT OF SERVICES:

The deployment schedule of the crane indicated here is tentative. Notwithstanding such indications, **crane shall be deployed within Fifteen days (15) days from the written intimation for deployment of crane.** A separate written notice asking to deploy the crane shall be issued for crane by BHEL.

Crane with crew complete in all respect shall reach project site & made available for BHEL's work after load test within **10 days after** given assist crane for Erection of tower crane.

**Crane shall be ready for operation by the tentative deployment Month mentioned in below table.**

SL. No	Identification	PROJECT	TENTATIVE DEPLOYMENT MONTH/YEAR	REGULAR CONTRACT DURATION	EXTENSION PROVISION
1	One no. 16 MT Tower Crane (Fix Foundation Type)	GSECL, 3X210 MW WANAKBORI TPS UNIT- 6 PROJECT, , DISTRICT: KHEDA, GUJARAT- 388239	Second Week of February- 2021	03 month	Extendable by another 01 (one) month under the contractually agreed terms & conditions at discretion of BHEL and the same shall be binding on contractor.

**Delay in deployment shall attract penalty as per clause no. 2.7.9 (Liquidated Damages/Penalty) of General Conditions of Contract- Volume-IC.**

#### 6.2 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VI: Time Schedule

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

### 6.3 REGULAR WORKING HOURS

The crane with operating crew shall be made available to BHEL round the clock (for duration of Twenty Four hours per day) excluding total two-hour break (60 minutes for lunch and 4 tea intervals of 15 minute each. However, **regular working hours will be 14 hrs.** (Including 01 hour break for lunch and 2 tea intervals of 15 minute each) & the same shall be adjusted / agreed to suit the working hours of the project site from time to time. Working beyond normal working hours of 14 hrs shall be treated as overtime and paid on Pro rata daily & Hourly hire basis in line with Clause no.10.6.

The rates quoted by bidders shall be inclusive of such considerations.

The crane shall be made available throughout the contract period including holidays.

### 6.4 EXTENSION PERIOD

Agreed monthly hire charge shall remain **firm** throughout the **Regular Contract Duration** indicated against the crane. Applicable monthly hire charges for **Extension Period** as proposed in this Tender Specification as mentioned in Clause No. 6.1 above **and any further extension beyond extension period specified in this tender**, shall be **90%** of the rates agreed for the **regular contract/hiring period**. No other revision of the rate shall be admitted during these periods.

### 6.5 HOLIDAYS AND OTHER BENEFITS:

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VII: Terms of Payment

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### 7.0 **PAYMENT TERMS:**

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VII: Terms of Payment

**7.8 SERVICES IN EXTENDED HOURS:** Services of the crane with crew may be needed by BHEL beyond the specified regular working hours. Prior consent from BHEL's construction manager shall be obtained by the contractor for rendering such services. Payment for the same shall be made along with the concerned month's Hire charges bill on **pro-rata basis as per clause no. 7.6 earlier here.**

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

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

**When the crane becomes idle due to failure attributable to its own mechanism, the idle hours for making the crane ready will be deducted from the monthly hire charges on the basis of 1.5 times of pro-rata basis as per clause no. 7.6.**

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

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

7.9.3 In case there is a major breakdown of the crane, the contractor shall repair it or substitute with similar or higher capacity crane with BHEL's prior consent (regarding acceptability of the substitute) within 20 days from outage, which shall be treated as idle period and no hire charges shall be paid for this period. In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the Risk and Cost of the contractor.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

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

1. All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**  
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.  
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:  
BHEL GSTN – As per **Annexure -1**  
NAME -- Bharat Heavy Electricals Limited  
ADDRESS -- Site address
7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-  
Email id ---- to be intimated later on.  
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.  
Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.  
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

14. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
15. TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.
16. TCS under Income Tax 1961 has been implemented with effect from 1<sup>st</sup> October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions
  - i. Buyer shall be as per clause (a) of section 206C- (1H)
  - ii. Seller shall be as per clause (b) of section 206C- (1H)
  - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.

17. Refer Annexure – 2 for BOCW Act & Cess Act.

### ANNEXURE-1

#### State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

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### ANNEXURE-2

#### BOCW Act & Cess Act

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Duties

engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

- (i) Number of Building Workers employed during preceding one month.
- (ii) Number of Building workers registered as Beneficiary during preceding one month.
- (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
- (iv) Remittance of Contribution of Beneficiaries made during the preceding month

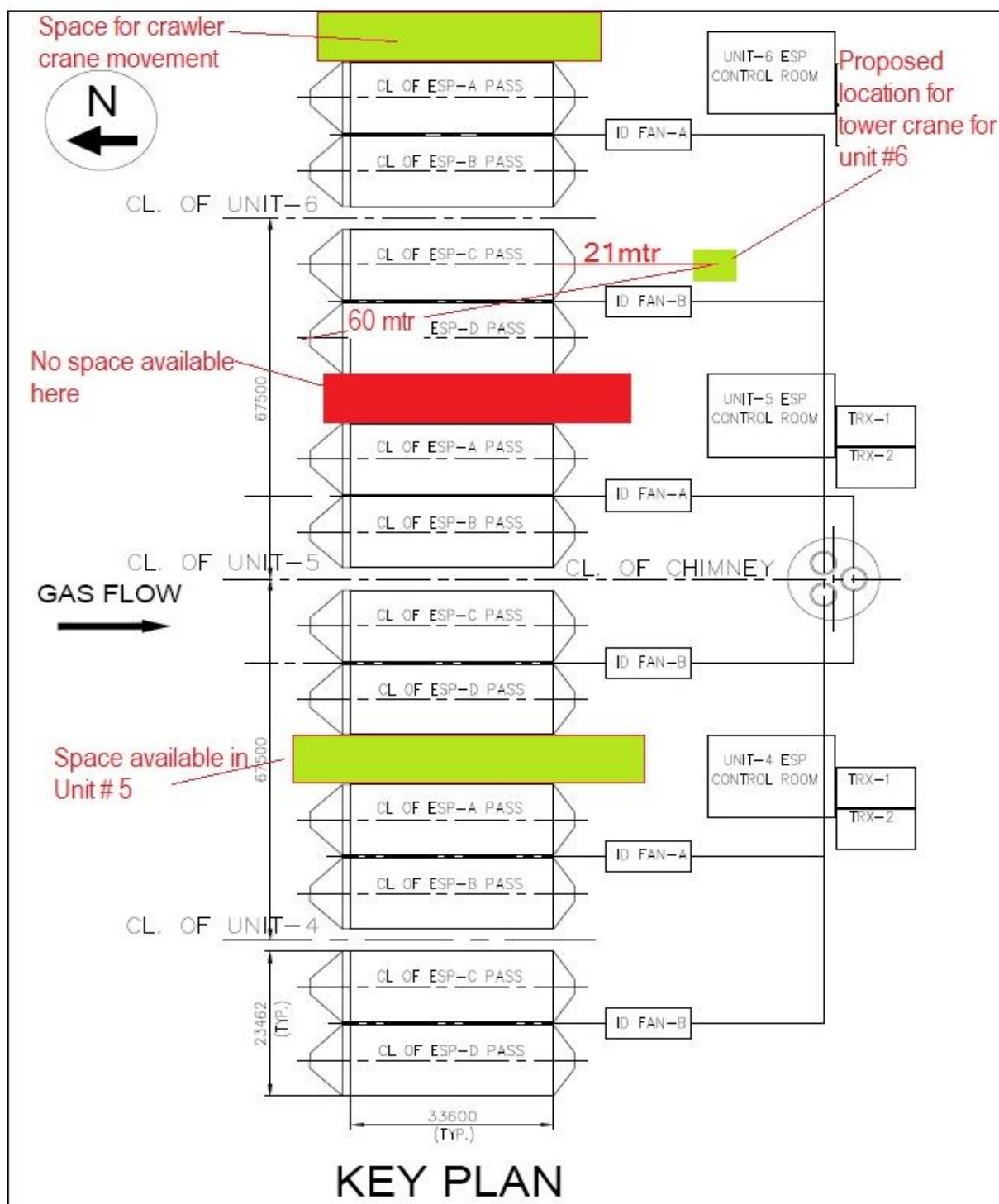
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However,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



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX: Drawings

### 9.0 Proposed location for crane assembly in Unit #6



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: General

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### 10.0 **VOID**

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

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

### 10.3 **GENERAL**

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

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

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

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

### 10.4 **STATUTORY REQUIREMENTS**

- ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.
- If more than 20 nos. labour employed by contractor for subject work, then labour licence has to be obtained.
- Compliances of All statutory formalities related to labour law, local laws, etc. is must. In addition to this all other rules & regulation applicable for WANAKBORI TPS premises has to be followed by contractor / crane service providing agency.
- Registration of EPF, ESIC, PMJJBY, PMSBY is must for all labours shall be employed for subject tender.
- BIDDER MUST VISIT SITE AND GET ACQUAINTED HIMSELF WITH WORKING CONDITION, SAFETY & OTHER FORMALITIES / PROCEDURE PREVAILING IN ONGC PREMISES. NO CLAIM SHALL BE ENTERTAINED ON ACCOUNT OF THIS.

### 10.5 **GATE PASS FOR MEN & MATERIALS**

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

### 10.6 **INSURANCE COVER FOR MEN & MATERIALS**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X: General

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

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

### **10.7 ACCOMODATION & LOCAL CONVEYANCE**

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

### **10.8 DAILY LOG BOOK**

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

### **10.9 RELIEVERS FOR OPERATING CREW**

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

### **10.10 Safety, Occupational Health and Environmental Management**

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

### **10.11 LIQUIDATED DAMAGES:**

As per GCC & conditions in this Technical Bid Volume-I.

### **10.12 SECURITY DEPOSIT & BANK GUARANTEE**

#### **10.12.1 Security Deposit:**

Please refer Clause no. 1.10 of Volume-I C GCC

#### **10.12.2 Contract Value for Security Deposit (SD):**

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

#### **10.12.3 Guidelines for acceptance of Bank Guarantees are as follows:**

Refer Clause no. 12 of Annexure-11 "Important Information" of NIT.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI - Rate Schedule & Price Bid related

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

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

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

S No.	Description of Crane	Total Amount for One-Time Mobilization and Demobilization
1	16 MT Tower Crane (Fix Foundation Type)	Rs. 17,06,700/-

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

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

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

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII - Other Miscellaneous

### 12.0 COST ESTIMATION/ EVALUATION TOWARDS CIVIL WORK (IF ANY)

For evaluation of cost towards foundation / chassis counter weights/ chassis blocks/ blaster/ concreting etc., per unit rates for civil work will be as per table below:-

Sl.no.	Description of Item	Unit	Rate (INR)
1.	Excavation in earth, soft rock, hard rock:	CUM	-----
	a) Depth from ground level but not exceeding 2 m		217
	b) Depth exceeding 2 m but not exceeding 4 m		259.00
2.	Extra over Sr No. 1 for carriage of excavated earth/selected materials for every 1 km or part thereof beyond an initial lead of 500m.	CUM	15.00
3.	<u>PCC:</u> Concrete of grade M10 (1 part cement, 3 part sand, 6 parts of 40 mm graded aggregate by volume) as lean concrete, levelling course, mud mat under and around foundations/floors at any depth below finished floor level etc.	CUM	5741
4.	<u>Reinforced cement concrete grade M-25 :</u> Providing and laying Design Mix cement concrete conforming to IS:456 & IS 10262-2009 for reinforced concrete works with coarse sand and graded hard stone aggregate of 20mm nominal size in foundations/ substructure at any level below finished floor level, any shape, position or thickness etc complete including use of plasticizer/ superplasticizer conforming to IS:9103 (latest) to achieve required slump in concrete all complete as per specification & drawing for the following.	CUM	7861
5.	<u>Reinforced cement concrete grade M-30:</u> Providing and laying Design Mix cement concrete confirming to IS:456 & IS 10262-2009 for reinforced concrete works of grade M-30 Grade including addition of suitable plasticizer conforming to IS 9103(latest) to achieve a slump more than 125mm in concrete as per manufacturer's recommendation with 20 mm nominal size graded aggregate in concrete all complete as per specification & drawing.	CUM	8130
6.	<u>Fairface form work:</u> Fairface form work with good quality water proof ply wood of required thickness and smooth surface below finished ground floor level for foundations, footings, base of columns, walls, columns, pilasters, beams, mass concrete, trenches etc.	SQM	620
7.	<u>Backfilling:</u> Back filling upto any depth below ground level around foundations, plinths, trenches, drains etc to proper grade	CUM	153.4

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII - Other Miscellaneous

Sl.no.	Description of Item	Unit	Rate (INR)
	and level in layers not exceeding 250 mm thickness using/with selected materials from compulsorily excavated soil available within a lead upto 500m and compacted as specified including re-excavation of stacked earth, watering, ramming/compaction by manual/mechanical means, dressing etc all complete for the following: a) Each layer compacted so as to achieve at least 95% maximum dry density as per IS-2720 (Part-VII)		
8.	<u>Reinforcement supply and fixing at site:</u> Providing, straightening, cutting, bending, placing in position at any level, binding in position of steel reinforcements of TMT steel of grade Fe-500 confirming to IS:1786 including cost of binding wire, labour, scaffolding, transportation to & from stores etc complete all as per specifications, drawings and as directed by Engineer.	MT	70595
9.	<u>Supply and fixing of inserts:</u> Supply, Fabrication, transportation, delivery at site and erection, installation and alignment of mild steel foundation bolt assembly conforming to IS:2062 and grade 1 of IS:432 in concrete along with nuts, lock nuts (as per IS:1363, 1364 and IS:3138), washers, anchor plates, stiffner plates, protective tape, pipe sleeves, templates etc. including welding, cutting, grinding, threading, drilling etc. all complete. <b>Note: Outrigger/foundation angle/Fixing angle/special type Foundation Bolts required for foundation shall be supplied by Bidder at no extra cost.</b>	MT	1,32,406.18

### Notes:-

- **Cost for civil works related to foundation will be in BHEL's scope. Foundation drawing will be provided by bidder.**
- **The scope of providing of Outrigger/foundation angle/Fixing Angle/special type Foundation Bolts required for foundation will be supplied by Bidder at no extra cost.**
- **Evaluation of L1 Rates:**  
Evaluation of the offers shall be carried out based on the LANDED COST TO BHEL as follow:-  
"LANDED COST TO BHEL = (No. of Months x Monthly Hiring Charges) + (Mob-Demob charges) + Cost to BHEL for civil works related to foundation for one-time installation"

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII - Other Miscellaneous

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Cost of civil works evaluation by BHEL will cover cost of foundation **(Excluding Outrigger/foundation angle/Fixing Angle/special type Foundation Bolts required for foundation)** and shall be calculated by BHEL based on the drawings/documents submitted by the bidder.

\* The cost of foundation for respective bidder shall be intimated as per bidder's request on evaluation.

\*\* Civil work as described above is in BHEL scope.

\*\*\* Counter weights for **counter-jib** to be arranged by bidder.

\*\*\*\* Cost for civil work shall be evaluated based on drawing provided by the bidder during techno-commercial evaluation. Additional cost (if any) due to change in drawings/ additional details provided at the time of civil foundation work shall be on account of vendor & will be recovered.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XIII - Technical Specifications of the Offered Crane

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### 13.0 INSTRUCTION FOR FILLING UP APPENDICES

13.1 “Appendix-A Tech Specification Sheet” is issued separately. The bidder(s) must submit the technical details of offered crane(s).

#### Instruction for filling up Appendices:-

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