

**TENDER SPECIFICATION NO:
BHE/PW/PUR/MOFG-250MT-CRH/2388**

**PROVIDING SERVICES OF 01 NO. 250 MT
BASIC CAPACITY CRAWLER CRANE WITH LUFFING
JIB ON MONTHLY HIRING BASIS
FOR CONSTRUCTION WORK
AT
2X500MW NTPC MAUDA FGD/AUX. BOILER
PROJECT, POST – MAUDA, DISTT: NAGPUR,
MAHARASTRA -441104.**

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**

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-2388</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2388</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2388
--	Appendix-A-Technical Specification	Part of Vol-IA- 2388 (Attached Separately)
--	Techno-Commercial Compliance Formats	Part of Vol-IA- 2388 (Attached Separately)
I-B	Special Conditions of Contract	VOID
I-C	General Conditions of Contract	(Part of Vol-I-CD-2388)
I-D	Forms & Procedures	(Part of Vol-I-CD-2388)
--	HSE Plan	(Part of Vol-I-CD-2388)
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II- 2388

E-Tender Specification Issue Details

E-Tender Specification No: BHE/PW/PUR/MOFG-250MT-CRH/2388

NAME OF THE WORK:

PROVIDING SERVICES OF 01 No. 250 MT BASIC CAPACITY CRAWLER CRANE WITH LUFFING JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST - MAUDA DISTT: NAGPUR, MAHARASTRA -441 104.

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:

2388

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 5 of 60

Date: 02/03/2021

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/MOFG-250MT-CRH/2388	
ii	Broad Scope of job	PROVIDING SERVICES OF 01 No. 250 MT BASIC CAPACITY CRAWLER CRANE WITH LUFFING JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA DISTT: NAGPUR, MAHARASTRA -441 104.	
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 (https://eprocurebhel.co.in) as per schedule below: Start : 02/03/2021 , Time :15:30 Hrs Closes:23/03/2021 , Time : 12:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 6 of 60

S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 23/03/2021, Time :13.00 Hrs The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in <u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u> Hard copy bid or bids through E-mail / fax shall not be accepted.	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	Date: 23/03/2021, Time: 16.00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) 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.	Applicable
vii	EMD AMOUNT	Rs. 3,32,100/- (Rupees Three Lakh Thirty-Two Thousand One Hundred Only).	Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: P R Chiwarkar Designation: AGM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Landline: +91-712-2858-633 Email : prchiwarkar@bhel.in Fax:+91-712-2858600 2) Name: Shivkesh Meena Designation: Dy. Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Land Line: +91-712-2858-715 Email : svm@bhel.in Fax:+91-712-2858600	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	----	Not Applicable

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 7 of 60

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

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

3.0 Not Used

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

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	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:

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.

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 8 of 60

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:

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 9 of 60

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 10 of 60

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.	

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

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 11 of 60

	DUE DATE OF SUBMISSION:-	
	CONTAINING THE FOLLOWING:-	
i	☐ Envelopes I ☐ Envelopes II ☐ 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
- 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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 12 of 60

the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 **Reverse Auction.:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**") for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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

20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 Void:

24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 13 of 60

28.1.1 Commitment by BHEL:

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

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

29.0 Micro and Small Enterprises (MSE)

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

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

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 14 of 60

~~attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.~~

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 15 of 60

-
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

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

- 32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.
- 33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 16 of 60

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

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

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

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

35.0 Order of Precedence:

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

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

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

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.
10. Annexure-10 Declaration regarding minimum local content
11. Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
12. Annexure 12: Important information

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-120MT-CRH/2370

Page 17 of 60

ANNEXURE - 1

PRE QUALIFYING CRITERIA

E-Tender Specification Number: BHE/PW/PUR/MOFG-250MT-CRH/2388	
JOB	PROVIDING SERVICES OF 01 No. 250 MT BASIC CAPACITY CRAWLER CRANE WITH LUFFING JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA DISTT: NAGPUR, MAHARASTRA -441 104.

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>TECHNICAL PQR</u> B.1) Bidder must be in the business of providing Services of Crane hiring in last seven years as on latest date of offer submission. AND B.2) The crane offered by the bidder must meet the technical requirements of BHEL as per Clause No. 2.1 of Chapter – II: Scope of Work and Technical Specifications of “Technical Conditions of Contract-TCC”. Details specifying the same shall be submitted in <u>Appendix-A</u> (format on e-portal).	Applicable	
C-1	<u>Financial TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of Rs. 49.81 Lakhs or more over last three Financial Years (FY) i.e. ‘2017-18, 2018-19 & 2019-20’.	Applicable	
C-2	<u>NETWORTH</u> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for ‘C-1’ above should be positive.	Applicable	
C-3	<u>PROFIT</u> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for ‘C-1’ above.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect	Applicable	

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 18 of 60

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not Applicable	
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	Not Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	Not Applicable	

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

Explanatory Notes for PQR B (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.

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

C-3: Bidder must have earned profit in any one of the three financial years as applicable in the last three

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 19 of 60

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	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. C-4: 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.		

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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-120MT-CRH/2370

Page 20 of 60

ANNEXURE - 2

CHECK LIST

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 21 of 60

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

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 22 of 60

ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5,2006:
RsLaes
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:
RsLaes
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 RsLaes 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 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

~~Date:~~

~~(Signature)~~

~~Name:~~

~~Membership Number:~~

~~Seal of the Chartered Accountant~~

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 23 of 60

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/MOFG-250MT-CRH/2388} dt. {.....}
This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 24 of 60

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	

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 25 of 60

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/MOFG-250MT-CRH/2388} 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:

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 26 of 60

ANNEXURE – 7

INTEGRITY PACT

Not Applicable

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 27 of 60

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/MOFG-250MT-CRH/2388

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:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 28 of 60

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: _____

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 29 of 60

Annexure-10

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

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

To,

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

Dear Sir,

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

Ref: 1) NIT/Tender Specification No: BHE/PW/PUR/MOFG-250MT-CRH/2388,

2) All other pertinent issues till date

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

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

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

...

...

...

Thanking you,
Yours faithfully,

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

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

Note:

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 30 of 60

Annexure-11

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

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/MOFG-250MT-CRH/2388,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ *(specify the name of the organization here)*, is not from such a country / has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT))*; and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 31 of 60

ANNEXURE-12

IMPORTANT INFORMATION

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

Postal Address:

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

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

AGM Purchase, Email: prchiwarkar@bhel.in. Ph: +91 – 712 – 2858 - 633

Dy. Manager Purchase, Email: svm@bhel.in Ph: ++91 – 712 – 2858 -715

Dy. Engineer Purchase, Email: 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 honor 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.

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 32 of 60

-
- 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 on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 33 of 60

.....
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%

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 34 of 60

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/MOFG-250MT-CRH/2388

Page 35 of 60

-
- 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/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."

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.

- 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.**

2388

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

PROJECT INFORMATION

The proposed site is located near Mouda Town in Nagpur district of Maharashtra.

Latitudes : 21° 10' 50" N

Longitudes : 79° 23' 52" E

Tehsil : Mauda

Town : Mauda town (4km)

District: Nagpur

Nearest Airport: Nagpur

Above information furnished are for general guidance of contractor. However contractor has advised to visit the site and appraise himself about the conditions of site and infrastructure available in the area for fulfilling their commitments under 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

2.0 **BROAD SCOPE OF WORK.**

PROVIDING SERVICES OF 01 No. 250 MT BASIC CAPACITY CRAWLER CRANE WITH LUFFING JIB ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA DISTT: NAGPUR, MAHARASTRA -441 104.

The crane shall be engaged in the project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, Various Structures, Tanks, Vessels and other equipment of these plants as per instructions of the BHEL Engineer-in-Charge.

THE INTENT OF THIS TENDER SPECIFICATION IS TO HIRE THE SERVICES 01 NO. 250 MT CAPACITY CRAWLER CRANE WITH LUFFING JIB ON MONTHLY HIRE BASIS TO SUIT THE SPECIFIED REQUIREMENTS..

2.1 **Technical details (as in table below) for TYRE MOUNTED TELESCOPIC BOOM CRANE WITH FIX JIB**

The offered crane shall meet the following requirements.

Bidder is required to submit the detailed specification of offered crane in the “[Appendix-A Technical Specification](#)” (format on e-portal)

Technical Requirement & Duration of Deployment		
SN	Description of Parameter/Feature	Details/Requirement
2.1.1	Number of Crane Required	01
2.1.2	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) <u>without</u> Heavy Lift Attachment	250 MT
2.1.3	Boom Type	Tubular Lattice
2.1.4	Total Boom Length	60 m or above
2.1.5	Jib Type	Luffing Jib
2.1.6	Jib Length	30 meter or above
2.1.7	Crawler to Crawler outer dimension	Maximum 8.0 meter
2.1.8	Heavy Lift Attachment (HLA)	No
2.1.9	Details of heaviest consignment & Critical Lift Requirement	By-Pass Damper weight = 35 MT, Dimension: Length-6000 mm X Height-12500 mm X Width-1000 mm)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works and Technical Specifications

Technical Requirement & Duration of Deployment		
SN	Description of Parameter/Feature	Details/Requirement
		Operating Radius: 14-20 mtrs Top of Damper after erection: 40 mtrs <i>Crane shall be able to lift By-Pass Damper (35MT) as per above details.</i>
2.1.10	Model / Age of Crane	The crane shall not be older than 15 years as on date of deployment. The manufacturer's certificate, invoice copy or relevant documentary proof shall be furnished with bid documents for evaluation of bid. Before deployment of the crane at site bidder has to submit a set of same documents of crane to BHEL site in-charge to confirm /verify that, the crane going to be deployed shall not be older than 15 years. Only after receipt of confirmation from BHEL site in-charge, bidder can deploy the crane. CRANE MUST BE IN THE POSSESSION OF BIDDER AT THE TIME OF OFFER SUBMISSION.
2.1.11	Lifting Capacity of Hook Block	a) 1 no. of 250MT lifting capacity b) 1 no. of 150MT lifting capacity c) 1 no. of 70-100 MT lifting capacity d) 1 no. of 35 MT lifting capacity e) 1 no. ball hook i.e. 10-15 MT
2.1.12	Safety Devices Required	a) Cut off devices when exceeding excessive load moment. b) Safe load indicator with display in operator cabin. c) Level Gauge in Operator Cabin. d) Main Hoist, Jib Hoist & Boom Hoist limit switch. e) Boom backstop. f) Travelling & Swing Flasher/Warning Buzzer. g) Load Moment indicator (LMI) h) Headlight and tail light must be available and in working condition.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Works and Technical Specifications

NOTE: - BIDDER SHALL FURNISH RELEVANT DOCUMENT IN SUPPORT OF ABOVE MENTIONED TECHNICAL DATA LIKE LOAD CHART, JIB DETAILS AND HLA ETC.

2.2 GENERAL REQUIREMENTS

- 2.2.1 The offered crane should have **boom travel limit alarm/stop** and **hoist travel alarm/stop** safety features as minimum requirement. Other additional safety features, if any, should be made available to user without any additional cost.
- 2.2.2 Bidder shall submit along with technical bid a **copy of load chart** and technical details of crane offered as per **Appendix-A “Technical Specification” (format on e-portal)**.
- 2.2.3 Bidder shall make available the complete set of Main Boom & Jib attachment with offset angle adjustment facility as specified for the crane in one go, that is at the time of mobilization. However the crane shall be initially and subsequently assembled as per the site requirement to be specified by BHEL site engineer. Bidder shall furnish the details of Main Boom & Jib configuration offered for respective crane in their technical bid.
- 2.2.4 The crane shall be equipped with rest platform and guard rail 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.
- 2.2.5 **THE CRANE MUST BE IN THE POSSESSION OF BIDDER.**
- 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 within 30 days.
- 2.2.6 The crane shall be provided with operator, helper, service & maintenance staff & all other consumables (if any). The crane should be in good working condition. Bidder may please note counter weight as required shall be in the scope of supply of bidder. Bidder shall also furnish detail Load Chart with range diagram and relevant drawings of the Crane.

2.3 HEAVY LIFT ATTACHMENT (HLA)

250 MT capacity crane shall not have any HLA within the said lift range. Crane that necessitate HLA up to and including these rated capacities will not be accepted by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

3.0 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES

- 3.0.1 The price quoted shall be inclusive of operation (excluding fuel) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy Operator- cum- Mechanic, Helper and Maintenance Crew to ensure smooth operation and maintenance of the crane without affecting work. 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.
- 3.0.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (except fuel) that are necessary to fulfill the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide fuel commensurate with utilization time and agreed consumption rate.

3.1 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.

3.2 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.

3.3 BOOM EXTENSION & REDUCTION

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

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

3.4 LUBRICANTS:

Hydraulic oil, Engine Oil, Grease and all other lubricants and associated consumables e.g. filter elements etc., have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost plus overhead charges (currently @30%) shall be recovered by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

3.5 REPAIR & MAINTENANCE COST

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

3.6 SCOPE FOR MOBILISATION & DEMOBILISATION

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

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

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

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

The deployment schedule of the crane indicated earlier here is tentative. Notwithstanding such indications, **crane shall be deployed and made operational at site within Thirty (30) days from the written intimation for deployment of crane.** A separate written notice asking to deploy the crane shall be issued by BHEL.

SL. No	Identification	PROJECT	TENTATIVE DEPLOYMENT MONTH/YEAR	REGULAR CONTRACT DURATION	EXTENSION PROVISION
1	250 MT Crane with Luffing Jib	2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA DISTT: NAGPUR, MAHARAstra - 441 104	April -2021	20 months	Extendable by another 03 (Three) 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.

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

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

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

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VI: Time Schedule

6.1.3 REGULAR WORKING HOURS

The services of crane with operating crew shall be made available to BHEL round the clock (for duration of Twenty Four hours per day) including total two-hour break (60 minutes for lunch and 4 tea intervals of 15 minute each).

However, **regular working hours will be 12 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 12 hrs shall be treated as overtime and paid on Pro rata daily & Hourly hire basis in line with **Clause no.7.6 & 7.7.**

6.1.4 EXTENSION PERIOD

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

6.1.5 HOLIDAYS AND OTHER BENEFITS:

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

Being an important power project construction work, erection activities are likely to be carried out on 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

7.0 **PAYMENT TERMS**

- 7.1 The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and GST etc., with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.
- 7.2 Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.
- 7.3 Progressive Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the crane and till the crane withdrawn for de-mobilization from the site. Mobilization/demobilization, local shifting etc., 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)
- 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.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VII: Terms of Payment

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

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

When the crane becomes idle 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

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

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

Not Applicable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: General

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.

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

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-X: General

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

10.7 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XI - Rate Schedule & Price Bid related

10.0 **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 respective crane shall be as in the table below:

S No.	Description of Crane	Total Amount for One-Time Mobilization and Demobilization
1	250MT Crawler Crane with Luffing Jib	Rs. 28,49,000/- (Fix)

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 fuel**), 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):

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

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		
	b) — Depth exceeding 2 m but not exceeding 4 m		
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	
3. —	PCC: 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	
4. —	Reinforced cement concrete grade M-25 : 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	
5. —	Reinforced cement concrete grade M-30: Providing and laying Design Mix cement concrete conforming 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	
6. —	Fairface form work: 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	
7. —	Backfilling: Back filling upto any depth below ground level around foundations, plinths, trenches, drains etc to proper grade 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)	CUM	
8. —	Reinforcement supply and fixing at site: Providing, straightening, cutting, bending, placing in position at any level, binding in position of steel reinforcements of TMT steel of grade Fe-500 conforming 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	
9. —	Supply and fixing of inserts: 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, stiffener plates, protective tape, pipe sleeves, templates etc. including welding, cutting, grinding, threading, drilling etc. all complete.	MT	

Notes:-

- Cost for civil works related to foundation/counter weights etc will be in **BHEL's scope**.
- 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/counter weights etc. for one-time installation"

Cost of civil works will cover cost of foundation / chassis counter weights/ chassis blocks/ blaster/ concreting etc. and shall be calculated by BHEL based on the drawings/documents submitted by the bidder. **(Refer Clause no.7 of Technical Conditions of contract for further details)**

* 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

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.**
-