



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**TCN – 02**

Ref: PSER:SCT: SLB-C2235:TCN-02

Date: 23-06-2023

Sub	Tender Change Notice (TCN) - 02	
Job	RENOVATION OF RECEPTION AREA (GROUND FLOOR – BHEL BHAWAN) WORKS AT BHEL PSER KOLKATA	
Ref	1.0	Tender no PSER:SCT:SLB-C2235:23
	2.0	BHEL's NIT, vide reference no PSER:SCT:SLB-C2235:9964 Date: 22-06-2023
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: SLB-C2235:TCN-01, dated 23-06-2023
	4.0	All other pertinent issues till date.

With reference to above, following points/ documents, relevant to tender, may please be noted and complied with while submitting offer.

- 1.0 Revised VOLUME-II-SCC-REV-01 is attached, superseding VOLUME-II-SCC-REV-00 issued earlier along with NIT. Bidders are requested to go through entire volume before submitting their offer.
- 2.0 Revised 'No deviation certificate' as per enclosed Annexure-2. Bidder shall submit no deviation certificate as per enclosed format only.
- 3.0 All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,  
for BHARAT HEAVY ELECTRICALS LTD

DY. MGR (SCT)

Encl: As above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691, 23211798, 23211796

<b>TENDER NO – PSER:SCT:SLB-C2235:23</b>		
VOLUME-II-SCC-REV-01	RENOVATION OF RECEPTION AREA (GROUND FLOOR – BHEL BHAWAN) WORKS AT BHEL PSER KOLKATA LOCATED AT KOLKATA	PAGE 1 OF 6

**SCOPE, SPECIAL TERMS AND CONDPITIONS OF THE CONTRACT**

<b>1.0</b>	<b>Scope</b>
1.1	Renovation of Reception Area
1.1.1	Complete renovation and modernization of Reception area at Ground Floor of BHEL PSER Kolkata Office located at Plot No. 9/1, DJ Block, Sector-II, Salt Lake, Kolkata-700091.
1.1.2	The works include Painting, False Ceiling repairing, Decoration, Floor Marble Polishing, Floor tiles setting, Electricals works, supply of decorative pot for flowers/plants, replacement of reception desk, visitor lounge areas, Digital Display Areas etc.
1.1.3	<b>Recommended detailed layout with suggestive design is enclosed under annexure -1</b>
1.1.4	<b>Technical specification for the work and quality is enclosed as annexure -2.</b>
1.1.5	Use of Materials must be in line with the Technical specification as mentioned under annexure – 2.
1.1.6	Bidder must obtain acceptance/clearance from BHEL authorized executive/engineer before procurement/use of any materials for the work.
1.1.7	Decision of BHEL w.r.t. to designs/materials/ quantity shall be final and binding to the bidders.
1.1.8	Decorative Items content, color and design shall be provided by BHEL.
2.0	DEPLOYMENT, EXECUTION AND SUPERVISION OF WORK UNDER THE CONTRACT
2.1	The activities under the scope of the contract, Bidder shall deploy adequate number of Manpower & Supervisor for Execution and supervising the works.
2.2	All the employees engaged by the Bidder shall be free from all contagious diseases & have good health standard to perform the duty. For any dispute, the decision of the Medical Superintendent, BHEL shall be final and binding.
2.3	The Bidder shall submit to the Company the following information in respect of their employees to be deployed: -  Name, Father’s name, date of birth, educational qualification, two identifying body marks, full residential address (present), permanent home address, a passport size photograph and a photo identity proof issued by any govt. authority preferably Aadhar Card.
2.4	The Bidder shall provide each such employee with employment/identity card with Photograph duly verified and attested by the Bidder. The Bidder should indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of Card.
2.5	The Bidder will employ such persons under the contract who have required Skills /educational qualifications and age should not be less than 18 years.
<b>3.0</b>	<b>COMPLETION PERIOD</b>
3.1	<b>The entire works must be completed within 45 days from the actual date of commencement of work, duly certified by HR Dept. BHEL-PSER-HQ-Kolkata.</b>
3.2	Successful bidder shall start the work within 03 days from written instruction from concerned BHEL official, after placement of LOI.

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<b>4.0</b>	<b>Working/Assembling/Storage Areas</b>
4.1	All works shall be carried out at Ground Floor Reception Areas only.
4.2	As the works will be carried out in a running office building so bidders need to plan their works in such a manner that work which includes abnormal sound/noise, dust must be done after office hours or during weekends. Other normal works can be done during office hours.
4.2	Due to space constraint, storage facility shall not be provided by the BHEL so bidder need to plan their works and material so that there should not be any materials lying after the work every day.
4.3	BHEL shall not take any responsibilities for damage or theft of materials.
4.4	If bidder wants assemble the furniture or any other items the same need to obtain the permission from the BHEL authorized Executive / Engineer.
<b>5.0</b>	<b>Site Visit</b>
5.1	Bidder(s) can visit on any working day to assess the works, locality, floor conditions, painting scope and decorative area etc.
<b>6.0</b>	<b>Contract Value/Quantity Variation</b>
6.1	Estimated quantity likely to be required under the works is given in volume -III PRICE SCHEDULE.
6.2	However, based on the requirement, the contract value may vary upto +/- 30% due to quantity variation.
6.3	Payment shall be made based on the actual quantity and measurement certified by BHEL Executive / Engineer and the quoted price against the items by the contractor.
<b>7.0</b>	<b>Other points</b>
7.1	<b>The Bidder has to arrange his own finance</b> for carrying out the job including other financial obligations involved in arrangement of payment to his workmen, materials, all tools and tackles during the execution of this contract. No mobilisation advance shall be paid to the Bidder by BHEL under this contract.
7.2	Before the expiry of contract, the Bidder shall furnish a specific Indemnity Bond to indemnify BHEL any liability under the provision of EPF Act, ESI Act, ID Act, MW Act, WC Act & HSE policy of BHEL and recovery of loss due to theft and damages.
7.3	Bidder is required to submit the summary of statutory information in a routine manner & as and when it is being demanded by BHEL for compliance.
<b>8.0</b>	<b>TERMS OF PAYMENT:</b>
8.1	The successful bidder shall submit the bill/invoice on completion of the works which shall be duly verified, checked by concerned BHEL Official for releasing of payment. <b>Payment shall be made within 45 working days from the receipt of complete bill in BHEL.</b>
8.1.1	Following document must be enclosed with the tax invoice: - <ul style="list-style-type: none"> <li>1) Final Measurement sheet duly certified by BHEL Executive/Engineer as per BOQ Items.</li> <li>2) Final Acceptance certificate</li> <li>3) Indemnity as per clause no. 7.2</li> </ul>

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	4) No claim certificate other than Security Deposit amount.
8.2	All payment shall be made in Indian currency and by RTGS/NEFT only.
8.3	Payment shall be released only after completion of complete works with satisfaction to BHEL.
8.4	5 % of Final/Total Bill value shall be retained towards retention money and shall be released as per GCC.
8.5	<p>The contract price shall be inclusive of all applicable taxes, duties &amp; levies but exclusive GST.</p> <p>GST as shown in Tax invoice shall be release subject to fulfillment of following conditions:</p> <p>-</p> <ul style="list-style-type: none"> <li>i) Tenderer declaring GST Invoice in his GSTR-1</li> <li>ii) Confirmation of payment of GST thereon by Tenderer on GSTN Portal</li> <li>iii) Confirmation of full GST Credit to BHEL</li> </ul> <p>Above is subject to receipt of goods / service and tax invoice thereof along with Tenderer declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.</p>
<b>9.0</b>	<b>Taxes and Duties:</b>
9.1	<p>All taxes Excluding GST (<b>as specified elsewhere in the tender</b>) &amp; BOCW Cess but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor.</p> <p>Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.</p>
9.2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL.
9.3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
9.4	Since GST on output will be paid by BHEL separately as enumerated above. your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
9.5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
9.6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
9.7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
9.7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
9.7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
9.7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.

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9.7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.	
9.7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted along with each invoice: - “I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.	
9.7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.	
9.7.5	You shall comply with all statutory amendment/notifications in this respect.	
9.8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the ‘Bill To’ details shall encompass following. BHEL GSTN – Refer attached GSTN code table of BHEL. Name - BHARAT HEAVY ELECTRICALS LIMITED Address - Shall be intimated later. Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.	
9.9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.	
9.10	In case of delay in submission of above mentioned 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 successful bidder, in case such delay is not attributable to BHEL.	
9.11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.	
9.12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.	
9.13	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 successful bidder along with interest levied/ leviable on BHEL, as the case may be.	
9.14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal. 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 successful bidder along with interest levied / leviable on BHEL.	
9.15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful 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	

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	contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
9.16	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.
9.17	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.
<b>10.0</b>	<b>Liquidated Damages (LD)/ Penalty:</b>
10.1	Bidder shall be liable to repair all damages, breakages etc. resulting from negligence of their workmen at their cost. If the same is not done the BHEL will be constrained to repair at bidder risk and cost. In lieu of the same, BHEL shall deduct expenditure along with a penalty equivalent to 30% [Thirty Percent] of expenditure incurred by BHEL in repairing the damages, breakages etc.
10.2	The total penalty levied shall not exceed 10% [Ten Percent] of Contract value/price.
10.3	During warranty period, If defect is not attended in 2 working days then BHEL shall constraint to repair at his own and deduct the amount from the payable amount with 30% overhead.
<b>11.0</b>	<b>TERMINATION OF CONTRACT:</b>
11.1	The contract shall be terminated on the following considerations, without notice:
11.2	If the Bidder is found guilty by court of law and the offence involves moral turpitude.
11.3	If the Bidder indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
11.4	If the Bidder is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
11.5	If the Bidder is found to have substituted or damaged or disposed off material or document from any employee of the company.
11.6	If the Bidder is found to have obtained, by questionable means, copies of any document from any employee of the company.
11.7	If the Bidder has submitted, for getting the contract, any fake or false documents or certificates.
11.8	If the Bidder, persistently and in spite of warnings, is violating or circumventing the provisions of Labour Laws.
11.9	If the Bidder indulges in anti-management activity of any kind.
11.10	If the Bidder fails to provide desired quality and quantum of services or violates any Clause of the contract or provision of law as applicable to him or his workmen/works.
11.11	Non-performance / continuous poor performance / abandonment of work / statutory noncompliance by the Bidder.
<b>12.0</b>	<b>OTHER POINTS</b>
12.1	The Bidder shall have to maintain all statutory records as required under the Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017, Contract Labour Regulation and Abolition Act, Payment of Wages Act, Minimum Wages Act etc. The statutory returns shall be submitted to appropriate authorities as required under the Act and Rule. The records should be kept within the work premises and must be made available on demand before BHEL / Concerned statutory authorities.

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12.2	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC.
<b>13.0</b>	<b>EVALUATION AND AWARDING</b>
13.1	Evaluation shall be based on total price quoted in Schedule-1 of Price Schedule, Vol-III.
<b>14.0</b>	<b>CONTRACT PRICE</b>
14.1	Contract Price shall be QUOTED PRICE against Sl. No. 1 of Schedule-1 of Price Schedule, Vol-III.
<b>15.0</b>	<b>PRICE VARIATION COMPENSATION (PVC)</b>
15.1	Not applicable
<b>16.0</b>	<b>OVER RUN CHARGES (ORC)</b>
16.1	Not applicable
<b>17.0</b>	<b>SECURITY DEPOSIT &amp; PERFORMANCE BOND</b>
17.1	Security Deposit: Shall be applicable as per relevant clause of GCC.
17.2	Performance Bond: Not applicable
<b>18.0</b>	<b>GUARANTEE / WARRANTY</b>
18.1	One Year Complete Warranty except for Physical damage for entire works and supply.
<b>19.0</b>	<b>MOBILIZATION ADVANCE / INTEREST BEARING RECOVERABLE ADVANCE (IBRA)</b>
19.1	Not applicable
<b>20.0</b>	<b>HEALTH, SAFETY AND ENVIRONMENT:</b>
20.1	The Bidder will ensure that their personnel deputed at BHEL premises do not indulge in any unsafe and hazardous practice. They will ensure that all personnel under their employment at BHEL premises use such HSE (Health Safety & Environment) equipment and Personal Protective items (PPEs) as may be required to ensure work-place safety in their areas of work. They will ensure that safety measures as recommended and stipulated in the Safety Rules of BHEL as well as by statutory bodies and local administration are strictly followed. Also, general guidelines to protect environmental shall be strictly adhered to. The Bidder should make themselves aware of any amendment and/or modifications to all extant HSE rules/regulations/norms/guidelines and ensure that their employees at BHEL premises abide by such changes.
20.2	The Bidder, must obtain & submit to BHEL Management, at their (Bidder) own cost & arrangement Health Certificate/Medical Fitness Certificate from any registered Medical Practitioner / Officer for all their Employees who will be engaged by them in BHEL premises for Housekeeping job during the duration of the contract to the effect that all the Employees so engaged are free from all contagious diseases and have good health standard to perform their intended duties. In case of any dispute, the decision of Medical Superintendent of BHEL is final & binding on all parties.

**FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	RENOVATION OF RECEPTION AREA (GROUND FLOOR – BHEL BHAWAN) WORKS AT BHEL PSER KOLKATA	
Ref	1.0	Tender no PSER:SCT:SLB-C2235:23
	2.0	BHEL's NIT, vide reference no PSER:SCT:SLB-C2235:9964 Date: 22-06-2023
	3.0	BHEL's TCN-01, vide reference no PSER:SCT: SLB-C2235:TCN-01, dated 23-06-2023
	4.0	BHEL's TCN-02, vide reference no PSER:SCT: SLB-C2235:TCN-02, dated 23-06-2023
	5.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

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