

E-TENDER SPECIFICATION

E-Tender Specification Number

BHE/PW/PUR/HQ- DOC SHIFT/3102

FOR

Shifting of old office records from Pratibimb Apartment, Trimurti Nagar, Nagpur to Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur including loading, unloading, transporting, dismantling of Compactor, storing of loose records in Gunny bags and labor charges.

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION 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
Volume-IE	Additional Documents
Volume-II	Price Bid



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector - Western Region
345-Kingsway, Nagpur-440001

CONTENTS		
Volume No	Description	Hosted in website ww.bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-I-A-3060</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-I-A-3060</u>)
I-A	Technical Conditions of Contract	Vol-I-A-3060
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-3060)
I-C	General Conditions of Contract	(Part of Vol-I-BCD-3060)
I-D	Forms & Procedures	(Part of Vol-I-BCD-3060)
I-E	Technical Specifications	Vol-I-E-3060
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-PRICE-BID-3060

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FOR

Shifting of old office records from Pratibimb Apartment, Trimurti Nagar, Nagpur to Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur including loading, unloading, transporting, dismantling of Compactor, storing of loose records in Gunny bags and labor charges.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

Place: Nagpur

Date:

3060

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 15-04-2025

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/HQ- DOC SHIFT/3102	
ii	Broad Scope of job	Shifting of old office records from Pratibimb Apartment, Trimurti Nagar, Nagpur to Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur including loading, unloading, transporting, dismantling of Compactor, storing of loose records in Gunny bags and labor charges.	
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)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specification	Applicable
F	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	<p>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:</p> <p>Start: 15/04/2025, Time :16:00 Hrs Closes: 22/04/2025, Time : 14:00 Hrs</p> <p>Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 22/04/2025, Time : 14:00 Hrs	Applicable

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

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S No.	ISSUE	DESCRIPTION	
		<p>The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in</p> <p><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date: 22/04/2025, Time : 17:00 Hrs</p> <p>Notes:</p> <p>(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.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	EMD AMOUNT	<p>--NIL--</p> <p>Important Note: 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</p>	Not Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <ol style="list-style-type: none"> 1) Name: Subhransu Moharana Designation: Engineer Deptt: Purchase Email: moharana@bhel.in Mobile-9425402649 2) Name: Ram Kumar Ganeshia (For Site Visit) Designation: Engineer Deptt: HR Email: ganeshia@bhel.in Mobile- 9977700574 3) Name: M D Manikpuri Designation: Sr. Engineer Deptt: Purchase Email: mdmanikpuri@bhel.in Mobile: 8719048107 4) Name: Biraj Roy Designation: Sr. Manager 	Applicable

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S No.	ISSUE	DESCRIPTION	
		Deptt: Purchase Email: biraj@bhel.in Mobile-9587886706 Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001	
x	SCHEDULE OF Pre Bid Discussion (PBD)	-----	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	Not Applicable
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	5th Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE 00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC - C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

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~~(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.~~

~~(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.

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

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

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

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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

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-IA	
	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.	

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	<p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii. —	<p>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre Qualification criteria.</p> <p>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.</p>	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume I A : <u>Technical</u> 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	
	<p><u>ENVELOPE – II superscribed as:</u></p> <p>PART I (EMD)</p> <p>TENDER NO.:</p> <p>NAME OF WORK.:</p> <p>PROJECT:</p> <p>DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING:-</u></p>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	PART-II	
	<u>PRICE BID</u> consisting of the following shall be enclosed	
	<p><u>ENVELOPE-III</u></p> <p>superscribed as:</p> <p>PART-II (PRICE BID)</p> <p>TENDER NO.:</p> <p>NAME OF WORK.:</p> <p>PROJECT:</p> <p>DUE DATE OF SUBMISSION:</p> <p><u>CONTAINING THE FOLLOWING</u></p>	
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</u> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as:	

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	TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> Envelopes III	

- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any incomplete 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 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.
- 10.0 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.
- 11.0 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.
- 12.0 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.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 ~~Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.~~

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“Integrity Pact (IP)”

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- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name:	GM (Purchase)	Subhransu Moharana / Engineer (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur 440001	
Email:	pn@bhel.in	moharana@bhel.in
Phone:	0712 2858633	9425402649

- 15.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 16.0 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.
- 17.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 18.0 **Reverse Auction: NOT APPLICABLE**

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

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

- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 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.
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 ~~Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 22.1 ~~Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.~~
- 22.2 ~~'Standalone' bidder cannot become a **Prime Bidder or a Consortium bidder or Technical Tie up bidder in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~
- 22.3 ~~Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).~~
- 22.4 ~~Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.~~
- 22.5 ~~In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre-Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.~~
- 22.6 ~~Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.~~
- 22.7 ~~Prime Bidder shall comply with all other Pre-Qualifying criteria for the Tender unless otherwise specified~~
- 22.8 ~~In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.~~
- 22.9 ~~Prime Bidder shall be responsible for the overall execution of the contract.~~

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~~22.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.~~

~~22.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~

~~22.12 In case Prime Bidder withdraws or insolvency / LDation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.~~

~~22.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.~~

~~22.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).~~

~~SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.~~

~~22.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.~~

23.0 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.

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

25.0 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.

26.0 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".

27.0 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.

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

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27.1.1 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.

27.1.2 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.

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

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29.0 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.

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

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

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

 - 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

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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.

31.0 ~~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.~~

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

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

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

33.0 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.

34.0 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. General Conditions of Contract (GCC) —Volume-1C
- f. Forms and Procedures —Volume-1D

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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

(GM - Purchase)

Enclosure:

- 1.0 Annexure-1: Pre Qualifying Requirements.
- 2.0 Annexure-2: Check List.
- 3.0 ~~Annexure 3: Certificate by Chartered Accountant~~
- 4.0 ~~Annexure 4: Reverse Auction Process Compliance Form~~
- 5.0 ~~Annexure 5: Authorization of representative who will participate in the online Reverse Auction Process~~
- 6.0 ~~Annexure 6: RA Price Confirmation and Breakup~~
- 7.0 ~~Annexure 7: Integrity Pact~~
- 8.0 Annexure-8: Undertaking regarding insolvency/ liquidation/ bankruptcy proceedings
- 9.0 Annexure-9: Declaration reg. Related Firms & their areas of Activities
- 10.0 Annexure-10: Declaration regarding minimum local content
- 11.0 Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
- 12.0 Annexure 12: Important information.
- 13.0 Annexure-13- Bid Security Declaration
- 14.0 **Techno Commercial Compliance Sheet - Excel Sheet provided separately (to be signed with seal)**

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[Annexure-1](#)

PRE QUALIFYING CRITERIA

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JOB	Shifting of old office records from Pratibimb Apartment, Trimurti Nagar, Nagpur to Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur including loading, unloading, transporting, dismantling of Compactor, storing of loose records in Gunny bags and labor charges.

I. Technical PQR

The Bidder should have Shop/Office establishment/Gumasta with tele communication facilities inside the municipal limits of Nagpur city and have to produce documentary evidence to this effect. Bidder who are having Shop/Office establishment/Gumasta within Nagpur city only shall be considered for technical evaluation.

Note:

Bidder should submit all the documents as asked in the Technical PQR else the bid shall be treated as incomplete and shall be liable to be rejected during evaluation.

II. Financial PQR: NOT APPLICABLE

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

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Annexure-2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: _____ Date : _____ Bank : _____ Amount: _____ <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-1) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of GST & 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	Offer Forwarding Letter / Tender Submission Letter	Applicable/Not Applicable	YES/NO
12	Declaration by Authorized Signatory	Applicable/Not Applicable	YES/NO
13	No Deviation Certificate	Applicable/Not Applicable	YES/NO

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Website: www.bhel.com

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14	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/Not Applicable	YES/NO
21	Analysis of Unit rates	Applicable/Not Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/Not Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/Not Applicable	YES/NO
24	Annexure-8: Undertaking regarding insolvency/ liquidation/ bankruptcy proceedings	Applicable/Not Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/Not Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/Not Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	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)

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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:
Rs..... Lacs
2. ~~For Service Enterprises:~~ Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act,2006:
Rs..... Lacs
3. ~~For Enterprises (having EM II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):~~ Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (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..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no.S.O. 2119 (E) dated 26.06.2020)

~~{Strike off whichever is not applicable}~~

~~The above investment of Rs Lacs is within permissible limit of
Rs..... Lacs 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

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[Annexure-4](#)

Reverse Auction Process Compliance Form

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

To

— M/s. {Service provider}

— Postal address}

Sub: — Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { BHE/PW/PUR/HQ- DOC SHIFT/3102} 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.

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[Annexure-5](#)

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

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

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[Annexure-6](#)

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

To

— M/s. Service provider

— Postal address

CC: M/s BHEL

— BHEL PSWR, 345, KINGSWAY, NAGPUR 440001

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/HQ-DOC SHIFT/3102 } 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:

**BHEL PSWR
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[Annexure-7](#)

INTEGRITY PACT

Between

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

and

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

Preamble

~~The Principal intends to award, under laid down organizational procedures, contract/s for E-Tender Spec No: BHE/PW/PUR/HQ- DOC SHIFT/3102 (Job Description: Shifting of old office records from Pratibimb Apartment, Trimurti Nagar, Nagpur to Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur including loading, unloading, transporting, dismantling of Compactor, storing of loose records in Gunny bags and labor charges.)~~

~~(hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws~~

~~of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).~~

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

Section 1-Commitments of the Principal

~~1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-~~

~~1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.~~

~~1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.~~

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

~~1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory~~

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penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

~~2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.~~

~~2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.~~

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the

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~~tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.~~

Section 4—Compensation for Damages

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

Section 5—Previous Transgression

- ~~5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.~~
- ~~5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.~~

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

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

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

~~If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which~~

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constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitor(s)

- 8.1 — The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 — The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 — The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 — The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- 8.5 — The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 — For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 — The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 — The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 — IEMs should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.

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- ~~8.10 — If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.~~
- ~~8.11 — After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.~~
- ~~8.12 — However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.~~
- ~~8.13 — The word 'Monitor' would include both singular and plural.~~

Section 9—Pact Duration

- ~~9.1 — This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.~~
- ~~9.2 — If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.~~

Section 10—Other Provisions

- ~~10.1 — This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.~~
- ~~10.2 — Changes and supplements as well as termination notices need to be made in writing.~~
- ~~10.3 — If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.~~
- ~~10.4 — Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.~~
- ~~10.5 — Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.~~
- ~~10.6 — In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the~~

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~~Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.~~

SUBHRANSU MOHARANA
ENGINEER-PURCHASE
BHEL-PSWR-NAGPUR

For & On behalf of the Principal _____ For & On behalf of the Bidder/ Contractor _____

{Office Seal} _____ {Office Seal} _____

Place _____

Date _____

Witness: _____ Witness: _____

{Name & Address} _____ {Name & Address} _____

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[Annexure-8](#)

UNDERTAKING

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

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/HQ- DOC SHIFT/3102

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

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

Place:

Date:

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[Annexure-9](#)

DECLARATION

Date: _____

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

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: _____

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

Dear Sir,

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

Ref : 1) NIT/Tender Spec No: BHE/PW/PUR/HQ- DOC SHIFT/3102,
2) All other pertinent issues till date

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

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

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

...

...

...

Thanking you,
Yours faithfully,

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

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

Note:

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

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

Dear Sir,

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

Ref: 1) NIT/Tender Spec No: BHE/PW/PUR/HQ- DOC SHIFT/3102,
2) All other pertinent issues till date

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

- a. is not from such a country
- b. has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT));*

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

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

Thanking you,
Yours faithfully,

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

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

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Annexure-12

IMPORTANT INFORMATION

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

Postal Address:

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

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

Engineer Purchase, Email: moharana@bhel.in, Ph: +91-9425402649

Engineer, HR, Email: ganeshia@bhel.in, Ph: 9977700574 (For Site Visit)

Sr. Engineer Purchase Email: mdmanikpuri@bhel.in, Ph: +91-8719048107

Sr. Manager Purchase, Email: biraj@bhel.in, Ph: +91-9587886706

GM Purchase, Email: dipeshpalit@bhel.in, Ph: +91- 712-2858604

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf**

2. **Conflict of Interest among Bidders/ Agents:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. ***The bidder found to have a conflict of interest shall be disqualified.*** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; **and**
2. Indian/foreign agent on behalf of only one principal;

or

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

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g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

3. **All Statutory Requirements as applicable for this work shall be complied with.**
4. **BHEL Fraud Prevention Policy:** "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
5. **BREACH OF CONTRACT, REMEDIES AND TERMINATION:** In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:
 - a) encashment of security instruments like EMD, performance security available with BHEL against the said contract.
 - b) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
 - c) Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.
 - d) If Recovery is not possible then Legal Remedies shall be pursued.
6. **Security Deposit (5% of the Contract Value)** – as per Cl. 1.10 of GCC. – **NOT Applicable**
7. **Price Variation Compensation:** Cl no 2.17 of GCC - **Not Applicable**
8. **Overrun compensation:** Cl no. 2.12 of GCC - **Not Applicable**
9. **Interest bearing recoverable advances:** Cl no. 2.13 of GCC - **Not Applicable**
10. **Performance Guarantee of Workmanship for the work done / Defect liability period:** Cl No. 2.24 of GCC - **Not Applicable.**
11. **Techno Commercial Compliance Sheet:** Excel Sheet provided separately (applicable formats to be filled and signed with seal)

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Annexure-13

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

To,

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

Dear Sir/Madam,

Sub: Bid Security Declaration

E-Tender Spec No: BHE/PW/PUR/HQ- DOC SHIFT/3102

JOB Description :

Shifting of old office records from Pratibimb Apartment, Trimurti Nagar, Nagpur to Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur including loading, unloading, transporting, dismantling of Compactor, storing of loose records in Gunny bags and labor charges.

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

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

Place:

Date:

3060

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

TCC/Scope of Work

A. Scope of work: Shifting of old office records from Pratibimb Apartment, Trimurti Nagar, Nagpur to Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur including loading, unloading, transporting, dismantling of Compactor, storing of loose records in Gunny bags and labor charges.

Item details are to be shifted are as follows:

- **GI trunks** – 500+/-50 Nos.
- **Almirah** – 11Nos.
- **Metal Racks** – 10Nos.
- **Godrej Compactor (Movable racks of 04Nos. cabinet)**– 01Set. This compactor needs to be dismantle first then to be shifted.
- **Loose records (registers, folders, books etc.)** – to be stored in 50+/-10 gunny bags of 50Kg capacity.

B. Site visit: Site visit i.e. Pratibimb Apartment, Trimurti Nagar, Nagpur, Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur is mandatory before submission of the bid for the analysis the actual volume of the works. Undertaking of the same has to be submitted in bidder's letter-head with Sign and Company's stamp mentioning that **'I have visited the Pratibimb Apartment, Trimurti Nagar, Nagpur, Shreekrishna Apartment, Kadbi Chowk and Asha-Lakshmi Apartment, Ravi Nagar, Nagpur locations and with true of my knowledge I am accepting to carried out the complete work as mentioned in bid no. BHE/PW/PUR/HQ-DOC SHIFT/3102 at the quoted price'**.

This undertaking has to be submitted in technical part of the bid during bid submission. In case of non-submission, bidder shall be rejected.

(Format is available in 'Techno Commercial Compliance Sheet provided separately)

C. The contractor shall comply with all the laws, statutory rules & regulations, wages act, insurance etc. as applicable in respect of their engaged manpower as may be prevalent or enacted by the State/Central Governments. The contractor shall be directly responsible for payment of wages and statutory

TECHNICAL CONDITIONS OF CONTRACT (TCC)

compliances to their labor engaged under the contract. BHEL shall not be part of any claims on behalf of above.

- D.** The contractor shall ensure that no damage/theft is caused by their engaged manpower to any property and records of BHEL while loading, Unloading & transportation. If any such damage/theft is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same. Contractor has to take an extra care while handling the subject works.
- E.** Contractor has a valid RC of engaged commercial vehicle and valid driving license of engaged driver.
- F.** During the transit of materials, any issue arises by local Authority such RTO/Police etc. shall be taken care by the Contractor.

Commercial Terms and Conditions:

- 1. Deployment Schedule** – Within 07 days from the date of issue of Work Order or as per BHEL intimation.
- 2. Time of Completion** - 21 working Days from "Date of issue of Notice" to start the work.
- 3. Payment Terms** – 100% (excluding GST) within 15 days from the date of receiving of proper bill/documents at BHEL PSWR HQ, Nagpur.
- 4. Documents for Payment** –
 - I. Invoice copy
 - II. PAN Card
 - III. Bank statement/Cancelled Cheque.

❖ Applicable GST shall be released upon compliance of following:

Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details

TECHNICAL CONDITIONS OF CONTRACT (TCC)

appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.

5. Name and address of Bill to Party / Ship to Party / Paying Authority:

Supplier to mention the following address in Invoice for payment purpose.

Head (HR)

Bharat Heavy Electricals Limited, PSWR

Shreemohini Complex, 345 Kingsway, Nagpur

GST No.: 27AAACB4146P1ZF

6. Evaluation criteria:

- a) Price bid of the techno-commercially acceptable offers shall be opened for Price Evaluation.
- b) Tender will be evaluated on the basis of delivered cost i.e. "Total Landed Cost to BHEL" of all items as a complete package, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc.

7. Short Closure: BHEL may short close the contract at any stage without assigning any reasons.

-----XXXXXX-----

-----VOID-----