

**E - TENDER SPECIFICATION**  
**NO: BHE/PW/PUR/KRB/DRONE-SURVEY/3207**

**FOR**

**Periodic Drone based Monitoring and Visualization system services at BHEL, 2X660 MW MSPGCL**

**KORADI BTG Project Site, Dist.- Nagpur, Maharashtra**

**VOLUME - IA**

**TECHNICAL BID**

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



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

**CONTENTS**

<b>Volume No</b>	<b>Description</b>	<b>Hosted in website <del>bhel.com</del> (Briefly) and detailed in BHEL e-Procurement Portal as files titled</b>
NIL	Tender Specification Issue Details	Part of Vol-IA-3207
NIL	Notice Inviting Tender	Part of Vol-IA-3207
I-A	Technical Conditions of Contract	Vol-IA-3207
I-B	<del>Special Conditions of Contract</del>	<del>Part of Vol-I BCD 3207</del>
I-C	<del>General Conditions of Contract</del>	<del>Part of Vol-I BCD 3207</del>
<del>I-D</del>	<del>Forms &amp; Procedures</del>	<del>Part of Vol-I BCD 3207</del>
II	Price Bid Specification	Vol-II-3207

**E-Tender Specification Issue Details**

**E-Tender Specification No: BHE/PW/PUR/KRB/DRONE-SURVEY/3207**

**NAME OF THE WORK:**

**Periodic Drone based Monitoring and Visualization system services at BHEL, 2X660 MW MSPGCL  
KORADI BTG Project Site, Dist.- Nagpur, Maharashtra**

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:

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PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

3207

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 5 of 46**

Ref: BHE/PW/PUR/KRB/DRONE-SURVEY/3207

Date: 15-01-2026

**NOTICE INVITING E-TENDER (NIT)**

**NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>**

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) 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	<b>E-TENDER NUMBER</b>	BHE/PW/PUR/KRB/DRONE-SURVEY/3207	
ii	<b>Broad Scope of job</b>	Periodic Drone based Monitoring and Visualization system services at BHEL, 2X660 MW MSPGCL KORADI BTG Project Site, Dist.- Nagpur, Maharashtra	
iii	<b>DETAILS OF TENDER DOCUMENT</b>		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<b>Applicable</b>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<b>Applicable</b>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<b>Applicable</b>
D	Volume-ID	<i>Forms and Procedures</i>	<b>Applicable</b>
F	Volume-II	<i>Price Bid as specified in E-Procurement Portal</i>	<b>Applicable</b>
iv	<b>Issue of Tender Documents</b>	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) or e-procurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) as per schedule below: Start : 15-01-2026, Time: 14:00 Hrs Closes : 24-01-2026, Time : 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	<b>Applicable</b>
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date: 24-01-2026, Time : 13:00 Hrs</b> • Place: on E-Tender Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>	<b>Applicable</b>
vi	<b>OPENING OF TENDER (Techno-Commercial Bid)</b>	<b>Date: 24-01-2026, Time : 17:00 Hrs</b> (within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	<b>Applicable</b>
vii	<b>EMD AMOUNT</b>		<b>Not Applicable</b>

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 6 of 46**

S No.	ISSUE	DESCRIPTION	
		<i>NIL</i>	
viii	COST OF TENDER	<i>Free</i>	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>One day before due date of offer submission.</b> Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</p> <ol style="list-style-type: none"> <li>1) Name: Subhransu Moharana Designation: Engineer Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9425402649 Email : <a href="mailto:moharana@bhel.in">moharana@bhel.in</a></li> <li>2) Name: Biraj Roy Designation: Sr.Manager Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9587886706 Email : <a href="mailto:biraj@bhel.in">biraj@bhel.in</a></li> <li>3) Name: Varun Vaidya Designation: Manager Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9792334127 Email : <a href="mailto:vvaidya@bhel.in">vvaidya@bhel.in</a></li> <li>4) Mr. VK Arya Designation: GM Deptt: Purchase Address: Floor no. 5 &amp; 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: <a href="mailto:vkarya@bhel.in">vkarya@bhel.in</a></li> </ol>	<b>Applicable</b>
x	SCHEDULE OF Pre Bid Discussion (PBD)	-	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-	Not Applicable
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> → Tender Notifications → View Corrigendum), Central Public Procurement portal (<a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>) &amp; on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information.</p>	

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

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 7 of 46**

- 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	5 <sup>th</sup> 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

(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://eprocarebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocarebhel.co.in>). Offers are invited in two-parts only.

**Documents Comprising the e-Tender**

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

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

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

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

**b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such

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

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 8 of 46**

other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

**DO NOT'S**

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

**Digital Signing of e-Tender**

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

**The Requirement:**

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

BHEL has finalized the e-procurement service Provider:-

**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](mailto:support-eproc@nic.in)

Other details/update yourself from : <https://eprocurebhel.co.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.

The contact details of the DSC certifying authority:-

please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

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

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

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

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

Sl. no.	Description	Remarks
	<b>Part-I A</b>	

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India  
Website: [www.bhel.com](http://www.bhel.com)

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No: BHE/PW/PUR/KRB/DRONE-SURVEY/3207**

**Pg 9 of 46**

	<p><b>ENVELOPE – I superscribed as:</b>  <del>PART I (TECHNO COMMERCIAL BID)</del>  TENDER NO :  NAME OF WORK :  PROJECT:  DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i. —	<del>Covering letter/Offer forwarding letter of Tenderer.</del>	
ii. —	<p><del>Duly filled in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</del></p> <p><b>Note:</b></p> <p>a. <del>In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</del></p> <p>b. <del>BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</del></p> <p>    i). <del>In case of acceptance of the deviations, appropriate loading shall be done by BHEL</del></p> <p>    ii). <del>In case of unacceptable deviations, BHEL reserves the right to reject the tender</del></p>	
iii. —	<p><del>Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre Qualification criteria.</del></p> <p><del>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.</del></p>	
iv. —	<del>All Amendments/Correspondences/Corrigenda/Clarifications/Changes/Errata etc. pertinent to this NIT.</del>	
v. —	<del>Integrity Pact Agreement (Duly signed by the authorized signatory)</del>	If applicable
vi. —	<del>Duly filled in annexures, formats etc. as required under this Tender Specification/NIT</del>	
vii. —	<del>Notice inviting Tender (NIT)</del>	
viii. —	<del>Volume I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</del>	
ix. —	<del>Volume I B : Special Conditions of Contract (SCC)</del>	
x. —	<del>Volume I C : General Conditions of Contract (GCC)</del>	
xi. —	<del>Volume I D : Forms &amp; Procedures</del>	
xii. —	<del>Volume II (UNPRICED — without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item</del>	
xiii. —	<del>Any other details preferred by bidder with proper indexing.</del>	

	<b>PART I B</b>	
	<p><b>ENVELOPE – II superscribed as:</b>  PART I (EMD)  TENDER NO :  NAME OF WORK :  PROJECT:  DUE DATE OF SUBMISSION:</p>	

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 10 of 46**

	<b>CONTAINING THE FOLLOWING:-</b>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

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

	<b>OUTER COVER</b>	
	<b>ENVELOPE IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	<b>CONTAINING THE FOLLOWING:</b>	
i	<input type="radio"/> Envelopes I <input type="radio"/> Envelopes II <input type="radio"/> Envelopes III	

- **SPECIAL NOTE:** All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any 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 **VOID**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through **e-mail** and/or through e-procurement portal, 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

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

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 11 of 46**

last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- ~~15.0 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.~~

**"Integrity Pact (IP)"**

**Not Applicable**

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

**Note:-**

- ~~1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://www.bhel.com) against works contract.~~
2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

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

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 12 of 46**

- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 VOID
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **Commitment by BHEL:**  
BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

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

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 13 of 46**

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

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

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

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

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

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

**31.0 PREFERENCE TO MAKE IN INDIA: THIS TENDER IS RESERVED FOR CLASS - I LOCAL SUPPLIER**

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

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

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 14 of 46**

- 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 ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Note:**

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

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

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.

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

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 15 of 46**

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.  
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).  
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

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

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

35.0 Order of Precedence:

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

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

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

For BHARAT HEAVY ELECTRICALS LTD  
(General Manager - Purchase)

**Enclosure:**

01. Annexure-1: Pre Qualifying Requirements.
02. Annexure-2: Check List.
- ~~03. Annexure-3: Certificate by Chartered Accountant~~
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
- ~~07. Annexure-7: Integrity Pact~~
08. Annexure-8: Undertaking for insolvency
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
010. Other Tender documents as per this NIT.
011. 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)
012. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
013. Annexure 12: Important information.
014. Annexure 13: Bid Security Declaration
015. Forms & Procedures

PRE QUALIFYING CRITERIA**A. TECHNICAL CRITERIA:**

1. The bidder should have executed\* at least 01 (one) similar job\*\* of value more than Rs. 15 Lakhs at any Government organisation/ Public Sector Undertaking/ Government Company/Limited Company/ Multi National Company during last 7 (seven) years ending on latest due date of submission of offer.

Or

2. The bidder should have received at least 01 (one) order of similar job\*\* of value more than Rs. 15 Lakhs from any Government organisation/ Public Sector Undertaking/ Government Company/Limited Company/ Multi National Company during last 7 (seven) years and should have provided satisfactory services for minimum one year ending on latest due date of submission of offer.

\* the word "executed" means the job has been completed as on latest due date of submission of offer

\*\* the word "similar jobs" means providing services of Periodic Drone based Monitoring and visualisation system in any large industrial setup comprising of construction of Cement Plant/Power Plant (thermal or hydro or nuclear)/ Refineries/Steel Plant/ Fertiliser Plant or coal mines Bidder shall comply the above by submitting copy of order & completion certificate/documentary evidence issued by the client/end user in support of above along with details of customer contact.

**B. FINANCIAL CRITERIA**

**1. FINANCIAL TURNOVER:** Bidders must have achieved an average annual financial turnover (audited) of **22.8 Lakhs or more** over last three Financial Years (FY) i.e **2022-23,2023-24 & 2024-25'**

**2. NETWORTH (only in case of Companies):** Net worth of the Bidder based on the latest Audited Accounts as furnished for above should be positive.

**3. PROFIT:** Bidder must have earned profit in any one of the five Financial Years as applicable in the last five Financial Years (i.e. Years **"2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 as on date"**) .

. Bidders to submit audited balance sheets and profit & loss statements for the years as supporting documents.

**4.** Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.

**Explanatory Notes for PQR (Financial):**

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

- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant

**Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Start-ups:**

i) **Technical Pre-Qualifying Requirement (PQR) for prior experience:** The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre-Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)

ii) **Financial Pre-Qualifying Requirement (PQR) including Turnover:** The financial pre-qualifying requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender.

**Definition of Start-up** shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any

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 <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	<b>Applicable</b>	YES / NO
7	Audited profit and Loss Account for the last three years	<b>Applicable/Not Applicable</b>	YES/NO
8	Copy of PAN Card	<b>Applicable/Not Applicable</b>	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	<b>Applicable/Not Applicable</b>	YES/NO
10	Integrity Pact	<b>Applicable/Not Applicable</b>	YES/NO
11	Declaration by Authorized Signatory	<b>Applicable/Not Applicable</b>	YES/NO
12	No Deviation Certificate	<b>Applicable/Not Applicable</b>	YES/NO
13	Declaration confirming knowledge about Site Conditions	<b>Applicable/Not Applicable</b>	YES/NO
14	Declaration for relation in BHEL	<b>Applicable/Not Applicable</b>	YES/NO
15	Non-Disclosure Certificate	<b>Applicable/Not Applicable</b>	YES/NO
16	Bank Account Details for E-Payment	<b>Applicable/Not Applicable</b>	YES/NO
17	Capacity Evaluation of Bidder for current Tender	<b>Applicable/Not Applicable</b>	YES/NO

**Notice Inviting Tender****E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207**Pg 19 of 46**

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement <del>Power of Attorney of Consortium Partner.</del>	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

**DATE :****AUTHORISED SIGNATORY****(With Name, Designation and Company seal)**

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 20 of 46**

**ANNEXURE 3**

**Certificate by Chartered Accountant on letter head**

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

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

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

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 21 of 46**

**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. { } 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.**

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 22 of 46**

**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	

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 23 of 46**

**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 POWER SECTOR WESTERN REGION, Nagpur

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. .... dtd .....**

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. as mentioned in the subject tender.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 24 of 46**

ANNEXURE – 7

INTEGRITY PACT

Not Applicable

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 25 of 46**

ANNEXURE – 8

**UNDERTAKING**

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

**To,**

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

Dear Sir/Madam,

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

**Ref:** NIT/Tender Specification No: .....

I/We,

---

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

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

Place:

Date:

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 26 of 46**

**ANNEXURE-9**

**DECLARATION**

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

To \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Dear Sir/ Madam,

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

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

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

Regards,

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

From: M/s \_\_\_\_\_

Supplier Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 27 of 46**

ANNEXURE-10

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

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

To,

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

Dear Sir,

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

**Ref :** 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

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

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

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

...

Thanking you,  
Yours faithfully,

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

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

**Note:**

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

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 28 of 46**

**ANNEXURE-11**

**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

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

To,

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

Dear Sir,

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

**Ref :** 1) NIT/Tender Specification No: .....,  
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 fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

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

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

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 29 of 46**

**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](mailto:moharana@bhel.in) Mob: 9425402649

Sr.Manager Purchase, Email: [biraj@bhel.in](mailto:biraj@bhel.in), Mob: 9587886706

Manager /Purchase, email: [vaidya@bhel.in](mailto:vaidya@bhel.in), 9792334127

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

1. **Suspension of Business Dealings:** The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: <https://bhel.com/guidelines-suspension-business-dealings-supplierscontractors>
2. **Standard GCC, SCC shall not be applicable**
3. **All Statutory Requirements as applicable for this project shall be complied with.**
4. **Broad Terms & Conditions of Reverse Auction:**

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

*"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) (<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."*

**Note:** -

1. *In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.*
2. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.*
3. *Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.*

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 30 of 46**

4. However, H1 will be allowed to participate in RA in the following cases:

a) If number of techno-commercially qualified bidders are only 2 or 3.

b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.

c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.

d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.

5. **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.**

6. Price Variation Compensation Clause no 2.17 of standard GCC **shall not be applicable**

7. Overrun compensation clause no. 2.12 of standard GCC **shall not be applicable**

8. Quantity Variation Clause no. 2.14 of standard GCC **shall not be applicable**

9. LIQUIDATED DAMAGES/PENALTY: Clause 2.7.9 of GCC **shall not be applicable.**

**PENALTY shall be applicable** as per Clause E of TCC which is as below:

“Bidder shall submit Monthly Progress Report of each month’s event within 5 days of next calendar month. If the submission of Report is delayed, then Rs. 2500/- per day of delay shall be deducted from monthly Running Account (RA) Bill subject to a maximum of 10% of monthly RA Bill.”

10. Progress Monitoring, Monthly Review and Performance Evaluation of Vol-I BCD is **not applicable.**

11. Interest bearing recoverable advances- Cl no. 2.13 of GCC, is **not applicable.**

12. Performance Guarantee of Workmanship for the work done / Defect liability period – **Not applicable**

13. **SECURITY DEPOSIT (5% of the Contract Value)**

a. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.

b. The security Deposit should be furnished before start of the work by the contractor.

c. The Security Deposit shall not carry any interest.

d. In case the value of work exceeds the awarded / accepted value, the Security Deposit shall be correspondingly enhanced as given below:

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 31 of 46**

i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

ii) ~~Contract value for the purpose of operating the increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.~~

iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authority of BHEL.

e. The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + ~~Guarantee Period~~ + 3 months, and the same shall be kept valid by proper renewal by the contractor till the acceptance of Final Bills of the Contractor by BHEL.

f. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

**14. RETURN OF SECURITY DEPOSIT**

Security Deposit shall be released to the contractor upon fulfillment of contractual obligations as per terms of the contract including completion of Guarantee Period after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

**15. BANK GUARANTEES**

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with

i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. Bank Guarantees issued by Co-Operative Banks/ Financial Institutions shall not be accepted.

ii) The Bank Guarantees shall be as per prescribed formats.

iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.

v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.

vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 32 of 46**

vii) The Original Bank Guarantee shall be submitted to Subcontracting Department of the respective Region of BHEL.

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

“Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

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

b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that “**It is enforceable at Nagpur, Maharashtra**”.

c. Any private sector banks, with a clause in the text of Bank Guarantee that “**It is enforceable by being presented at any branch of the bank**”.

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

**17. EXECUTION OF CONTRACT AGREEMENT**

The successful tenderer’s responsibility under this contract commences from the date of issue of the Letter of Intent/ Award by Bharat Heavy Electricals Limited.

The successful tenderer shall be required to execute an agreement in the prescribed form, with BHEL, within a reasonable time after the acceptance of the Letter of Intent/Award, and in any case before releasing the first running bill. The contract agreement shall be signed by a person duly authorized/empowered by the tenderer. The expenses for preparation of agreement document shall be borne by BHEL

**18. 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;

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 33 of 46**

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

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.

**Treatment of cases regarding conflict of interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 34 of 46**

supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.

- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines

**19. LIMITATION ON LIABILITY:**

“Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor.”

This shall be the part of General Conditions of Contract for this tender.

**BHEL PSWR  
Notice Inviting Tender**

**E-Tender Specification No:** BHE/PW/PUR/KRB/DRONE-SURVEY/3207

**Pg 35 of 46**

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**Annexure 13 (Bid Security Declaration)**

(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**

**Ref: NIT/Tender Specification No BHE/PW/PUR/KRB/DRONE-SURVEY/3207**

**Job: Periodic Drone based Monitoring and Visualization system services at BHEL, 2X660 MW MSPGCL KORADI BTG Project Site, Dist.- Nagpur, Maharashtra**

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)**

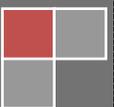
Place:

Date:

3207

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

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### A. Project Information

The proposed site is located Koradi of Nagpur District in Maharashtra.

Latitudes : 79° 05' 48" N  
Longitudes : 21° 14' 3" E  
Place : Koradi  
District : Nagpur  
Nearest Railway Station: Nagpur (11 KM)  
Nearest Airport : Nagpur (20KM)  
Nearest Road : Nagpur- Bhopal National Highway NH-69 .

Above information furnished is for general guidance of the Bidder. However, the Bidder is advised to visit the Project Site and apprise himself about the conditions of site and infrastructure available in the area for fulfilling their commitments under the contract.

### B. SCOPE OF WORK

- a) To conduct a detailed drone-based video graphic survey of the proposed power plant site, focusing on identification of local hindrances, residual features from the earlier plant, and spatial mapping for project planning. Drone Based Project Monitoring & Visualization System with all associated viewing and monitoring platforms and its integration with Online Project Monitoring Software, including configuration and generation of customized reports. Requirement is to compare the Construction progress over 02 dates.
- b) Drone survey tentative area: APROX 7,77,200 SQM (Refer Annexure I)
- c) Periodic (monthly) Construction Progress Monitoring through Orthomosaic mapping, 3D Modelling, 360° drone panoramas and 4K drone videography for the duration of the 36 Months. Progress Monitoring shall be done using photogrammetry techniques with high-resolution drone images captured from a calibrated camera.
- d) All aerial photographs shall be precisely geo-referenced using DGPS for accurate aerial triangulation and generation of orthomosaic and 3D data.
- e) The Agency shall be responsible for carrying out the entire drone survey exercise, including processing of Orthomosaic, 3D model data and photogrammetric measurement outputs.
- f) The Agency shall install a cloud-based 2D/3D visualization platform for viewing all drone-generated data including orthomosaic, panoramas and drone videos in both staging and production environments.
- g) The platform shall provide capabilities to view and analyse data, including comparison with previous survey data. Analysis pertaining to Hindrance removal by the customer, progress of project in terms of various areas, building and other structure erection progress quantity and quality, over the project schedule.
- h) The Agency shall obtain all statutory drone flying permissions and approvals required for execution of the work.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

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- i) No server hardware will be provided by BHEL as the solution shall be entirely cloud based.
- j) For connecting the internal systems of BHEL, suitable secure access hardware/software shall be provided and configured by the Agency.
- k) Start date of work shall be reckoned as 10 days from the Date of Award, /As confirmed by BHEL PSWR Team, and the Agency shall deploy the implementation team within this period.
- l) The Agency shall provide comprehensive services including subscription, license and AMC charges until the completion of the contract.
- m) The Agency shall provide the platform as Drone-as-a-Service (DaaS) including associated infrastructure and shall own and maintain drones and related hardware for the duration of the contract.
- n) Agency shall comply or meet any security/statutory requirements applicable to CSPs/ Service Providers published (or to be published) by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSP/Service Providers by MeitY as a mandatory standard.
- o) The CSP/Service Provider shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC.
- p) The offered Drone/UAV/UAS manufacturer and model should be certified under DigitalSky, Directorate General of Civil Aviation, Government of India. The same should comply with 'The Drone Rules 2021' and 'Drone(Amendment) Rules 2022' issued by the Ministry of Civil Aviation, Government of India.
- q) The offered Drone/UAV/UAS manufacturer and model should have Industrial License, issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, under Industries (Development and Regulation) Act, 1951

### O ) Additional Instructions

- All flight operations must adhere to DGCA airspace restrictions and local permissions. Survey area planning, data acquisition and processing should prioritize safety, accuracy, and transparency in methodology.
- The contractor should provide a project completion and quality assurance plan, covering timelines, data validation protocols, and backup of all raw datasets.
- This scope and technical specification can be edited into your tender/bid document. It covers industry requirements for data integrity, compliance, and practical output formats for later engineering use. For further refinement, adapt reference tender technical sheets from major power/utilities, or consult the latest DGCA and Indian GIS data integration guidelines

### KEY DELIVERABLES (MONTHLY)

1. High resolution geo-tagged drone images

# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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(For videos--4K (3840×2160 pixels) 42 MP camera resolution for 1cm accuracy)

2. Orthomosaic
3. DSM / DTM
4. Photogrammetric measurement reports
5. 360° Drone Panoramas
6. 4K Aerial Drone Video
7. Cloud dashboard update with historical comparison
8. Monthly progress report

## C. SPECIAL CONDITIONS

- a) No server hardware will be provided by BHEL as the solution is cloud based.
- b) For connecting the internal system of BHEL, suitable hardware/software for secured access is to be provided and configured by the Agency.
- d) Contract period is 36 months initially and may be extended by BHEL based on requirement. The work shall be deemed as completed in all respect only when so certified by the site Engineer. The decision of BHEL in this regard shall be final and binding of the contractor.
- e) Agency shall provide comprehensive services including AMC / Subscription / License charges for the entire duration.
- f) Agency shall own, operate and maintain drones, platform and related infrastructure during the full contract tenure.

## D. General Terms and Conditions of Contract

1. Non-Disclosure Agreement: The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BHEL or any other as mutually agreed.
2. Firm/vendor shall submit its mobilisation plan immediately upon receipt of Letter of Award (LoA)/ Letter of Intent (LoI) and shall mobilise with its team and associated T&P to the Site within a period of 7 days from the receipt of LoI/LoA to execute the contract.
3. Agency shall coordinate with various stakeholders including BHEL, its sub-agencies and NTPC, wherever required to execute the contract.
4. Agency shall provide all the necessary data and deliverables as per the agreed format and timelines.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

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5. Agency has to arrange for Personal Protective Equipment (PPEs) for safety of its staff and workmen for site visits.
  6. BHEL shall review the performance of the agency on Monthly/Quarterly basis based on performance on Key deliverables
  7. Agencies shall make their own arrangements of accommodation, local transportation and logistics such as Computers/laptops /printers/stationary etc. to execute the scope of work.
  8. If required, BHEL shall provide adequate workspace at site office to the agency without any charge.
  9. After Completion of Contract period, Agency shall handover all data/pictures/ videos to BHEL site office and shall certify that it has deleted all the data from its servers/clouds and will be responsible for any further unauthorised usage of same after completion of the contract.
  10. All Statutory Compliance (as applicable) for execution of the scope of work, shall be in the scope of Agency. No Extra charges shall be made against any statutory compliance.
  11. No extra payment shall be made for any work executed on Sunday/holidays or beyond official working hours.
  12. If the BHEL Engineer-in-Charge is not satisfied with the work, BHEL may insist for replacement of the resources/deliverable through a written notice. After receiving such notice, the Bidder shall depute replacement with the relevant experience within 3 days.
  13. All taxes, insurance charges, local law and order obligations (if any) will be complied with/borne by the Bidder.
  14. No compensation shall be payable on account of drone accidental damage, idling due to reasons / conditions beyond the control of BHEL.
  15. Bidder will not be allowed to assign or transfer the contract to a third party.
  16. BHEL reserves the right to terminate the services contract anytime with a notice period of 30 days in writing during the contract period, if the service is found unsatisfactory.
  17. Contractor has to ensure that his employees shall take all safety measures for performing the work safely to avoid any untoward incident.
  18. BHEL shall not be responsible for any accident / injury to the persons employed by the contractor for working in the BHEL, site premises, however first-aid facility will be provided by BHEL free of cost in case of any injury.
  19. The contractor will ensure that they release payment to their workers / supervisors as per norms published by factory/state or central govt. norms.
- The contractor shall observe / perform all the laws / enactment rules and regulations of the central and state govt. which are in force from time to time.
20. In case of a bidder absconding from the work, BHEL reserves all rights to get the unfinished work completed at the risk & cost of the bidder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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## E. PAYMENT TERMS

1. Bills shall be submitted for payment on monthly basis along with submission of Monthly Progress Report of respective month covering the key deliverables.
2. Income Tax (TDS) shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements from time to time.
3. Payment will be made once in a month within 30 days through NEFT /RTGS only after receipt of the bill complete in all respects in duplicate and along with the Monthly Progress Report covering key deliverables by concerned engineer for satisfactory completion of the work, through SUVIDHA Portal.
4. No advance payment will be paid under any circumstances.

## F. PENALTY CLAUSE

Bidder shall submit Monthly Progress Report of each month's event within 5 days of next calendar month. If the submission of Report is delayed, then Rs. 2500/- per day of delay shall be deducted from monthly Running Account (RA) Bill subject to a maximum of 10% of monthly RA Bill.

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

1. All taxes excluding GST, GST Cess & BOCW Cess but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**  
The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

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valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.

If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.

6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per **Annexure -1**

NAME – Bharat Heavy Electricals Limited

ADDRESS – Site address

7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-

Email id — to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
15. TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.
16. TCS under Income Tax 1961 has been implemented with effect from 1<sup>st</sup> October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions  
B
  - i. Buyer shall be as per clause (a) of section 206C- (1H)
  - ii. Seller shall be as per clause (b) of section 206C- (1H)
  - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

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

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.
17. Refer Annexure – 2 for BOCW Act & Cess Act.

### ANNEXURE-1

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## ANNEXURE-2

### BOCW Act & Cess Act

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

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

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Annexure I

