

E-TENDER SPECIFICATION

Sl. No	E-Tender Specification Number
1	BHE/PW/PUR/UKAI7/MM/3289

RECEIPT, UNLOADING, LOADING, VERIFYING, SHIFTING, STACKING, RECORD KEEPING OF PRE- FABRICATED STRUCTURES, STRUCTURAL & REINFORCEMENT STEEL, COMPONENTS OF BOILER WITH AUXILIARIES AND OTHER RELATED ITEMS INCLUDING ITEMS OF BOILER, BHEL T&P, COMPONENTS & EQUIPMENT FROM BHEL MANUFACTURING UNIT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 1X800MW, U#7, SUPER CRITICAL THERMAL POWER PROJECT, UKAI, GSECL, GUJARAT, INDIA

VOLUME - I

FOR

VOLUME I - TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

Notice Inviting Tender	
Volume-IA	Technical Conditions of Contract
Volume-IB	Special conditions of Contract
Volume-IC	General conditions of Contract
Volume-ID	Forms & Procedures
Volume-IE	Technical Specifications and Plot Plan
Volume II	Price Bid

Bharat Heavy Electricals Limited



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

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NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-3289</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-3289</u>)
I-A	Technical Conditions of Contract	Vol-I-A-3289
I-B	Special Conditions of Contract	Vol-I-BCD-3289
I-C	General Conditions of Contract	(Part of Vol-I-BCD-3289)
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IE	Technical Specifications and Plot Plan	Vol-I-E-3289
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-3289

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RECEIPT, UNLOADING, LOADING, VERIFYING, SHIFTING, STACKING, RECORD KEEPING OF PRE- FABRICATED STRUCTURES, STRUCTURAL & REINFORCEMENT STEEL, COMPONENTS OF BOILER WITH AUXILIARIES AND OTHER RELATED ITEMS INCLUDING ITEMS OF BOILER, BHEL T&P, COMPONENTS & EQUIPMENT FROM BHEL MANUFACTURING UNIT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 1X800MW, U#7, SUPER CRITICAL THERMAL POWER PROJECT, UKAI, GSECL, GUJARAT, INDIA

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.

.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

Place: Nagpur

Date:

3289

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Ref: BHE/PW/PUR/UKAI7/MM/3289

Date: 22/09/2026

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	E-TENDER NUMBER	BHE/PW/PUR/UKAI7/MM/3289	
ii	Broad Scope of job	RECEIPT, UNLOADING, LOADING, VERIFYING, SHIFTING, STACKING, RECORD KEEPING OF PRE- FABRICATED STRUCTURES, STRUCTURAL & REINFORCEMENT STEEL, COMPONENTS OF BOILER WITH AUXILIARIES AND OTHER RELATED ITEMS INCLUDING ITEMS OF BOILER, BHEL T&P, COMPONENTS & EQUIPMENT FROM BHEL MANUFACTURING UNIT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 1X800MW, U#7, SUPER CRITICAL THERMAL POWER PROJECT, UKAI, GSECL, GUJARAT, INDIA	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Technical Specifications	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start :22/09/2026, Time :13:00 Hrs Closes: 25/09/2026, Time: 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 25/09/2026, Time: 13:00 Hrs ▪ Place: on E-Tender Portal https://eprocurebhel.co.in	Applicable
vi	OPENING OF	Date: 25/09/2026, Time: 17:00 Hrs	Applicable

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S No.	ISSUE	DESCRIPTION	
	TENDER (Techno-Commercial Bid)	<i>Notes:</i> (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.	
vii	EMD AMOUNT	Nil Bid Security Declaration to be furnished (Annexure-13)	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Biraj Roy Designation: Sr.Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9587886706 Email :biraj@bhel.in 1) Name: Jayant Meena Designation: Sr Engineer Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-7018702036 Email :jayant@bhel.in 2) Mr. V K Arya Designation: GM Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: vkarya@bhel.in	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com-->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the	

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S No.	ISSUE	DESCRIPTION
		newspapers. Bidders to keep themselves updated with all such information.

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Not Used
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	5 th 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://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

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

Note:

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

DO NOT'S

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

Digital Signing of e-Tender

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

The Requirement:

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

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

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.

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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
	Part-I A	
	<u>ENVELOPE – I superscribed as:</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO:- NAME OF WORK:- PROJECT:- DUE DATE OF SUBMISSION:- <u>CONTAINING THE FOLLOWING:-</u>	
i. —	Covering letter/Offer forwarding letter of Tenderer.	
ii. —	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <u>Note:</u> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	

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v.——	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.——	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii.——	Notice inviting Tender (NIT)	
viii.——	Volume – I A : <u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.——	Volume – I B : Special Conditions of Contract (SCC)	
x.——	Volume – I C : General Conditions of Contract (GCC)	
xi.——	Volume – I D : Forms & Procedures	
xii.——	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.——	Any other details preferred by bidder with proper indexing.	

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

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

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

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	CONTAINING THE FOLLOWING:	
i	⊖ Envelopes I ⊖ Envelopes II ⊖ Envelopes III	

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

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 PERFORMANCE OF BIDDERS:

- 'Monthly Performance' of the bidder for all the package covered under the tendered scope–shall be captured for the packages Under execution'. (refer Table-1)
- The monthly performance rating, shall be calculated as per Online Systems i.e. Contractor Performance Evaluation System (CPES) and Safety Performance Evaluation System (HSEPES). The scores assigned in HSEPES shall be scaled down to 10 and assigned in CPES against the category "HSE" (mentioned in Form F-15).
- **Explanatory note:**
 - Identified Packages (Unit wise) **Table-1**

Civil	Electrical and C&I	Mechanical
i).Enabling works ii).Pile and Pile Caps iii).Civil Works including foundations iv).Structural Steel Fabrication & Erection v).Chimney vi).Cooling Tower vii).Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I) iv). Electrical Enabling Works	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)

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- 'Under execution' shall mean works in progress as per the following:
 - (a) Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
 - (b) Up to Steam Blowing in case of Boiler/ESP/Piping Packages
 - (c) Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- Project on Hold due to reasons not attributable to bidder -
 - **Short hold:** Evaluation shall not be applicable for this period.
 - **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation shall not be considered for this period.
- Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

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 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.

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- 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)"

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

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

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

~~**Note:**~~

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

~~—Details of contact person(s):~~

Name:	— Sh V K Arya	Sh. Biraj Roy/ Sr. Manager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
Email:	vkarya@bhel.in	biraj@bhel.in
Phone:	8617711054	9587886706

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

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

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 VOID

- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.

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

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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 extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE)

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

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

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

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

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

Explanation

- 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*

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including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

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

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

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

Note:

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

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

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

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

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.

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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 as per PQR C4 of Annexure-1 i.e. PQR
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
010. 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)
011. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
012. Annexure 12: Important information

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ANNEXURE - 1

PRE QUALIFYING CRITERIA

Not Applicable

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Format-1

Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....

.....

Dear Sir,

Sub: Bid for NIT Nodated..... for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

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Format-2

Undertaking from the Parent Company/ Subsidiary Company of the bidder

(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)

From,
Name:
Full Address:

Telephone No.:
E-mail address:
Fax/No.:

To,

Dear Sir,

We refer to the NIT No dated for "....." (name of the Tender).

"We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company 

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ANNEXURE - 2

CHECK LIST

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

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

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15	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/ Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement Power of Attorney of Consortium Partner.	Applicable/ Not Applicable	YES/NO
21	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ Not Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ Not Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ Not Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ Not Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ Not Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ Not Applicable	YES/NO

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

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs Laacs
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 Laacs
3. ~~For Enterprises~~ (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs Laacs and turnover is Rs Laacs (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 Laacs and turnover is Rs Laacs (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 Laacs is within permissible limit of Rs Laacs for Micro / Small / Medium (Strike off which is not applicable) Category under MSMED Act 2006.~~

~~Or~~

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

~~Or~~

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

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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ANNEXURE-4

Reverse Auction Process Compliance Form

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

To

— M/s. {Service provider}

— Postal address}

Sub: — Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. { **BHE/PW/PUR/UKAI7/MM/3289** } dt. {.....}
This letter is to confirm that:

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

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

With regards

Signature with company seal —

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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ANNEXURE - 5

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

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

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ANNEXURE - 6

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

To

— M/s. Service provider

— Postal address

CC: M/s BHEL 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. BHE/PW/PUR/UKAI7/MM/3289

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:

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ANNEXURE – 7

INTEGRITY PACT (Not applicable)

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ANNEXURE - 8

UNDERTAKING

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

To,

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: **BHE/PW/PUR/UKAI7/MM/3289**

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

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

Place:

Date:

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Annexure-9

DECLARATION

Date: _____

To

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

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Annexure-10

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

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

To,

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

Ref: 1) NIT/Tender Specification No: **BHE/PW/PUR/UKAI7/MM/3289**
2) All other pertinent issues till date

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

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

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

...

Thanking you,
Yours faithfully,

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

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

Note:

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

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Annexure-11

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

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

To,

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: **BHE/PW/PUR/UKAI7/MM/3289**

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.

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Annexure-12: IMPORTANT INFORMATION

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

Postal Address:

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

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

Sr.Manager Purchase, Email: biraj@bhel.in

Sr Engineer /Purchase, email: jayant@bhel.in,

GM Purchase, Email: vkarya@bhel.in. Ph: +91 – 712 – 2858 – 633

1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
2. All Statutory Requirements as applicable for this project shall be complied with.
3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

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

4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
5. ~~"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~

6. **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***

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have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; **and**
 - 2. Indian/foreign agent on behalf of only one principal;

or
- 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."

7. Acceptance of Bank Guarantee (BG)

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

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

"Bank Guarantee issued by:

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

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank

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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".

8. 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) (<https://www.bhel.com/guidelines-reverse-auction-2021>) 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. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on 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.
3. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). **In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest.** Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {**presently 15% for MSEs and 20% for PPP-MII**, or as amended from time to time}.

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

9. Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP: shall not be applicable

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10. Overrun Compensation (Clause no. 2.12 of GCC) shall not be applicable

11. PRICE VARIATION COMPENSATION (Clause no. 2.17 of GCC) shall not be applicable

12. The clause 2.7.9.1 below is added under the heading "Rights of BHEL" of General Conditions of Contract Volume-IC GCC.

2.7.9.1 Provision of Penalty in case of slippage of Intermediate Milestones:

- i) Two major Intermediate Milestones are mentioned as M1 & M2 in Chapter VI: Time Schedule of Vol IA Technical Conditions of Contract.
- ii) In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to Form 14.
- iii) In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 2% of Executable Contract Value, will be withheld.
- iv) In case delay in achieving M2 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 3% of Executable Contract Value, will be withheld.
- v) Amount already withheld, if any against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 Milestone.
- vi) Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.
- vii) Final deduction towards LD (if applicable as per clause 2.7.9 above), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.
- viii) In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.

* **Executable Contract Value**—Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.

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Annexure-13 for 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

E-Tender Spec No: BHE/PW/PUR/UKAI7/MM/3289

JOB Description : RECEIPT, UNLOADING, LOADING, VERIFYING, SHIFTING, STACKING, RECORD KEEPING OF PRE-FABRICATED STRUCTURES, STRUCTURAL & REINFORCEMENT STEEL, COMPONENTS OF BOILER WITH AUXILIARIES AND OTHER RELATED ITEMS INCLUDING ITEMS OF BOILER, BHEL T&P, COMPONENTS & EQUIPMENT FROM BHEL MANUFACTURING UNIT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 1X800MW, U#7, SUPER CRITICAL THERMAL POWER PROJECT, UKAI, GSECL, GUJARAT, INDIA

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:

BLANK

3289

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

Sl No	DESCRIPTION	Chapter
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works and Technical Specifications	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Bill of Quantities and % Weightage of Individual Items	Chapter-XI

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENTS

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

SN	Description	Details
1	Project Title	1x800 MW U#7 Ukai Thermal Power Station
2	Customer	Gujarat State Electricity Company Limited
3	Location	Situated near Ukai at approx. 8 Km from Fort songadh town in Tapi district in Gujarat.
4	Nearest Railway Station	Ukai Songadh (Approx. 10 Kms)
5	Nearest Airport	Suart (Approx. 100 Kms)
6	Nearest Seaport	Mumbai (Approx. 350 Kms)
7	Access By Road/Major Cities	Suart –Dhule (NH-53) – 100 Kms from surat
8	Source of Water	Ukai Reservoir (Approx. 10 Kms)

The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data/information as may be necessary shall have to be obtained/ collected by the Bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work

SCOPE OF WORK

JOB DESCRIPTION: RECEIPT, UNLOADING, LOADING, VERIFYING, SHIFTING, STACKING, RECORD KEEPING OF PRE- FABRICATED STRUCTURES, STRUCTURAL & REINFORCEMENT STEEL, COMPONENTS OF BOILER WITH AUXILIARIES AND OTHER RELATED ITEMS INCLUDING ITEMS OF BOILER, BHEL T&P, COMPONENTS & EQUIPMENT FROM BHEL MANUFACTURING UNIT AND PROVIDING SERVICES FOR MATERIALS MANAGEMENT AT 1X800MW, U#7, SUPER CRITICAL THERMAL POWER PROJECT, UKAI, GSECL, GUJARAT, INDIA.

JOB DURATION: 60 DAYS

Name of the work: - Receipt, unloading, loading, verifying, shifting, stacking, record keeping of pre- fabricated structures, structural & reinforcement steel, components of boiler with auxiliaries and other related items including items of boiler, bhel t&p, components & equipment from bhel manufacturing unit and providing services for materials management.

Detailed Scope of work covers the following:

The scope of the work will mainly comprise of but not limited to the following:

1. Scope broadly includes Material handling and Management (Incl. Receipt, Unloading, stcking, shifting, verification and record keeping) of material receipt at BHEL site/store from various units of BHEL or from other source of BHEL. Tentative quantity is given in tender.
2. Unloading of all types of structural and reinforced steel and plant equipment including heavy consignment and or over dimensional consignment (e.g columns such as boiler main column, structural material and any other plant material, directly from trailer suitable crane as per instruction of BHEL engineer.
3. Receipt of material dispatched by road transport on door delivery basis at BHEL store or are identified by bhel engineer and unloading thereof.
4. Preliminary verification of all materials at the time of unloading from transport vehicle, reporting immediately the discrepancies like damage and shortage noticed.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work

5. Detailed verification of material with reference to packing slip and loading advice slip after unpacking of boxes and crates, repacking where called for after detailed verification.
6. Stacking of material at BHEL open storage yard.
7. Rehandling & restacking of material as and when called for by BHEL.
8. Lodging of complaint with local authorities for any theft/damage of material.
9. Record keeping of steel, TMT and material of BHEL Manufacturing unit received at site as per BHEL site engineer.
10. Some of the major heavy single consignment items are given as :
 1. Boiler Column (Length approx. 13m) – Approx 50 MT weight.
11. Major Unloading quantities (Total Scope 3750 MT) –TMT, Steel and project material.
12. Any type of statutory licence required to carry out the work are to be arranged by contractor.
13. All T&P's, handling equipment, tools, tackles, fixtures, manpower, supervisor/engineer, consumables, fuel (diesel) for BHEL supplied/bidder supplied crane is scope of bidder.
14. All expenditure including taxes and incidentals in this connection will have to borne by contractor. The quoted rate shall include all such contingencies.
15. Contractor has to arrange for necessary labour license, insurance etc. for their workmen and other necessary statutory requirements are to be fulfilled.

Notes:-

1. Vendor has to mobilize at site witin 7 days of intimation of BHEL.
2. The scope under this specification is not exhaustive but indicative only. However, any activity covered under the normal course of job shall be deemed to be within the vendor scope.
3. Contractor must mobilize to site with adequate manpower, supervisors, & all skill of workers, and corresponding resources for working.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Work

4. Contractor shall also comply with the requirements of local authority's/ project authorities calling for police verification of antecedents of the workmen, staff etc.
5. BHEL / customer may insist for witnessing the regular payment to the labour. They may also like to verify the relevant records for compliance with statutory requirements. Contractor shall enable such facilities to BHEL / customer.
6. It is the responsibility of the contractor to arrange gate pass for all his employees, T&Ps etc. for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours.
7. Also Contractor shall make his own arrangements for accommodation with necessary facilities etc. for his workmen and the staff outside the project premises. Also, the contractor has to make his own arrangement for transportation of his workmen and other employees. BHEL/client shall not provide any facility in this regard.
8. The contractor shall make his own arrangements for field office and stores for accommodating necessary equipment, tools room for execution of the work. Only open space will be provided by BHEL / customer, free of charges within the project premises as per the availability of space.
9. Contractor shall comply with all the statutory requirement as may be applicable.
10. Contractor shall follow all safety procedures and protocols as per BHEL standard to maintain safe environment at site.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	Establishment			
3.1.1	For construction purpose:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner Note: There can be more than one location of open storage yard, closed / Semi Closed shed. Bidder shall make his establishment accordingly.
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	For living purposes of the Bidder			
a	Open space for labour colony (as per availability)		Yes	Agency has to make his own arrangement at his own cost.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2	Electricity			
3.2.1	Electricity for construction purposes only of Voltage 415/440 V, 3 phase, 50Hz		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Single point source	Yes		At a distance of 500 M from site (Distance is only tentative, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			
a	Single point source	Yes		At a distance of 500 M from site (Distance is only tentative, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		Yes	Agency has to make his own arrangement at his own cost.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3	Water Supply			
3.3.1	For construction purposes:			
a	Making the water available at single point		Yes	Contractor shall make all arrangements

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	himself for supply of construction water as well as potable water for labour and other personnel at the work site/ colony. However, drawl of construction/potable water from bore-well shall be permitted if found suitable. Any statutory clearance required shall be obtained by the contractor.
3.3.2	Water supply for bidder's office, stores, canteen etc.			
a	Making the water available at single point		Yes	Contractor shall make all arrangements
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	himself for supply of construction water as well as potable water for labour and other personnel at the work site/ colony. However, drawl of construction/potable water from bore-well shall be permitted if found suitable. Any statutory clearance required shall be obtained by the contractor.
3.3.3	<u>Water supply for Living Purpose</u>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4	Lighting			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5	Communication Facilities for Site Operations of the Bidder			
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	
3.6	Compressed Air wherever required for the work		Yes	
a	Supply of Compressor and all other equipments required for compressor & compressed air system including pipes, valves, storage systems etc		Yes	
b	Installation of above system and operation & maintenance of the same		Yes	
c	Supply of the all the consumables for the above system during the contract period		Yes	
3.7	Demobilization of all the above facilities		Yes	
3.8	Transportation			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description Part I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

3.7 Construction Water: Water shall not be provided by BHEL and bidder has to make their own arrangement.

3.8 Drinking Water: Bidder shall provide drinking water at the work spot at their cost.

3.9 Consumables:

3.14.1 All consumables for MM works are to be arranged by contractor ie. Diesel for contractor crane, diesel for BHEL hired crane, grease/any type of oil for cranes and any other consumable required for MM works are in scope of contractor.

3.10 Lighting Facility: Adequate lighting facilities such as flood lamps, hand lamps and area lighting require if any shall be arranged by the contractor at yard and material storage area etc. at his cost.

Note:-

1. There can be more than one location of storage yard, closed shed/semi closed shed inside and outside plant premises), Bidder shall make his establishment accordingly for material handling and MM activities.
2. Furnishing all labour, material supervision, fuel, consumables, water and all other incidental items and temporary works or necessary for proper completion of work is in bidder scope.
3. Agency must deploy sufficient and experienced riggers, helpers, supervisor, data entry operators, safety supervisor etc required for carry out the MM works as per instruction of BHEL engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

The list of T & Ps is provided hereunder to be mobilized by the contractor as per mobilization time mentioned. These will be physically verified by BHEL site Engineer. BHEL has the authority to penalize the contractor suitably including termination of contract if the required T&P's are not mobilized timely. However, it may be noted that the T&P list is only a guide for bidding and any other T&P as may be required for the job has to be mobilized by the successful bidder.

List of the T&Ps to be provided by the contractor:

Sl. No.	DESCRIPTION OF T&Ps / EQUIPMENTS	Tentative Quantity	Deployment
1.	Tyre mounted pick & carry mobile crane, Farana (12/14 T)-02 Nos	12-14 MT	Immediately
2.	Slings & D Shackles(various size and capacity required for lifting heavy material upto 50 MT)	As per requirement	Immediately
3.	Belts (various size and capacity required for safe lifting of material)	As per requirement	To be employed as per instruction of BHEL engineer
4.	Spanner sets Ring/D (Up to 56 mm)	One set	To be employed as per instruction of BHEL engineer

NOTE :-

The above list is not exhaustive and all T&Ps required to complete the work shall have to be arranged by the vendor at his cost. Only for items/ T&Ps mentioned in BOQ, payment shall be made by BHEL. Other T&Ps/items as indicated above shall be provided by Contractors within the quoted rates.

Contractor shall provide Operator, Fuel, consumables etc. (i.e. complete operation) for Cranes/ T&Ps to be deployed by contractor, for execution of work as per their scope, within the quoted rates and no separate payment shall be made for the same.

- 4.1 All the T&Ps required for this scope of work, except the T&P provided by BHEL, are to be arranged by the contractor within the quoted rates. All the T&Ps deployed by the bidders shall have valid test certificates, fitness certificates, registration certificate, insurance etc. The documentary proof shall be submitted to BHEL engineer along with applicable valid certificates.
- 4.2 Crane log sheet for each of the crane on daily basis is to be certified by the BHEL engineer. Contractor shall submit the monthly running account bills along with duly certified log sheets

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Chapter – IV: T&Ps and MMEs to be deployed by Contractor

- 4.3 For handling at store and transportation, contractor shall make his own arrangement.
- 4.4 For transportation, material handling, loading & unloading of all components / equipments, etc. the contractor has to make his own arrangements at his cost. BHEL will not provide any crane except in chapter V/ T&Ps for unloading the above components. All necessary T&P such as Slings, D shackles & belts etc. are to be arranged by the contractor.
- 4.5 All the T & P, lifting tackles including belts, wire ropes, slings, shackles and equipment shall be got approved by BHEL Engineer before they are actually put on use. Test certificates obtained from the statutory authority should be submitted before their usage.
- 4.6 All the T & P arranged by contractor wherein required shall be reliable / proven / tested with necessary test certificate.
- 4.7 All instruments, measuring tools etc. if any are to be calibrated periodically as per the requirement of BHEL and necessary calibration certificates are to be submitted to BHEL before use.
- 4.8 Crane operators deployed by the contractor should have valid licenese and experience to operate the cranes.
- 4.9 Also Refer Chapter-V in connection with BHEL T & Ps V of this booklet.
- 4.10 Other Relevant clauses shall be referred in Special Conditions of Contract (SCC)
- 4.11 **All above T&Ps are to be deployed by contractor as and when required as per instruction of BHEL engineer. If work gets delayed due to non-availability of above T&Ps, BHEL reserves the right to procure/hire the equipment/ T&P and get the work done and charge the contractor as per current market rate/hiring rate + applicable BHEL overhead.**
- 4.12 Security/ watch & ward of contractor crane & T&P's are in contractor scope. BHEL is not responsible for any damage/theft of T&P/cranes.
- 4.13 All above T&Ps are to be deployed by contractor as and when required as per instruction of BHEL engineer. In case Contractor fails to deploy T&Ps as per requirement of BHEL and work gets delayed/hampered due to non-availability of above T&Ps, BHEL reserves the right to deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor.

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Recoveries shall be actual expenses incurred plus 5% overheads/ “BHEL internal hiring rates”.

- 4.14 Note: In case of deployment of those T&Ps by BHEL for which item rates are indicated in BOQ, due to reasons attributable to contractor as indicated above, differential of expenses incurred by BHEL/ BHEL internal hiring rates and Corresponding BOQ rate of that T&P, shall be recoverable along with 5% overheads, as applicable.
- 4.15 Mobilisation and demobilisation of all T&Ps shall strictly be done as per the instructions from BHEL. BHEL also reserves the right to direct the contractor to dis-continue/ de-mobilise any/all of these cranes within the contract period/extended contract period with 10 days (minimum) advance written notice without assigning any reason. No payment shall be made after, ‘the notified date of demobilization/discontinuance by BHEL in its notice’ or ‘the actual date of demobilisation/discontinuance by contractor’, whichever is earlier.
- 4.16 Concrete sleepers shall be arranged by BHEL and shall be issued to Contractor free of cost on returnable basis. It shall be responsibility of bidder to collect the concrete sleepers from the designated places as intimated by BHEL site. No payment shall be made on account of this. Any damage to concrete sleeper for reasons not attributable to vendor, shall be duly considered during reconciliation. It is to be specifically noted that, concrete sleepers meant for storage yards outside project premises shall also be issued from designated placed inside project premises and contractor shall be responsible for transporting concrete sleepers to outside storage yards within quoted price.
- 4.17 IF ABOVE MENTIONED T&P ARE NOT DEPLOYED IN SPECIFIED TIME BHEL SHALL RESERVE RIGHT TO LEVY PENALTY ON CONTRACTOR.
- 4.18 Penalty due to non-availability of T&Ps:
In order to meet the site requirement, Contractor has to mobilise their T&Ps and make it available at site for required activities.
If contractor fails, due to the cases mentioned hereunder, BHEL shall be entitled to impose penalty on Contractor till any alternate arrangement is made by ‘Contractor’ OR ‘BHEL (on cost recovery basis)’.
Case 1: Contractor fails to mobilise the Crane within the mobilisation period of 30 days from the date of intimation by BHEL.
OR
Case 2: After mobilisation of a particular Crane at site, the work is getting hampered due to non-availability of that Crane for more than 5 days cumulatively in a month.

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In both the cases, Penalty shall be levied at the rate of 50% X “daily rate*” for total no. of days eligible for penalty.

For Case 1: Number of days eligible for Penalty = Difference of (date of availability of Crane by Contractor) - (Minus) (30 days from the Date of intimation).

In above case if bidder fails to mobilize referred T&Ps, BHEL may mobilize the same and in that case aforementioned ‘date of availability of ‘Crane’ shall be reckoned from the date T&P is made available by BHEL.

For Case 2: Number of days eligible for Penalty = (Number of days in a month, in which work is getting hampered, due to non-availability the crane) – (Minus) (05 days)

Daily Rate*= Monthly hire Charge /30.

NOTE:

I) FOR CALCULATION NO. OF DAYS IN A CALENDAR MONTH IS TAKEN AS 30.

II) MONTHLY CRANE CHARGES AS DERIVED IN THE “Table for Weightages/ Factors and BOQ of Chapter XIV SCHEDULE OF RATES & QUANTITIES”.

III) Monthly charges shall not be payable for the period of breakdown of crane/ non-availability of crane for any reasons.

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Chapter – V: T&Ps and MMEs to be Provided by BHEL

Sl. No.	DESCRIPTION OF T&Ps / EQUIPMENTS	Capacity /Specification	Tentative Quantity required.
1.	Tyre mounted telescopic boom crane/crawler crane	40 MT or higher	For unloading heavier consignment

1. The cranes may be BHEL owned or may be obtained on hiring basis including operating and maintenance crew.
2. Operator and O&M for BHEL owned crane will be provided by BHEL.
3. Operator and O&M for hired crane will be provided by the hiring agency.
4. Contractor shall provide the fuel for BHEL (Hired/owned) provided cranes for his use.
5. Contractor shall provide necessary manpower assistance for initial and final assembly & dismantling and for subsequent operations of boom extension and reduction, loading of dead weights etc during execution of work. Contractor shall also make necessary arrangements like laying of special sleeper beds and steel plates (material shall be provided by BHEL) for movement and operation of the crane.
6. **Above crane will be provided by BHEL for unloading of Major ODC or Heavy consignments.**

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Chapter – VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION:

After receipt of fax LOI, Contractor shall discuss with Project Manager & General Manager / Construction Manager / BHEL Site In-charge regarding mobilization. A Full-fledged team with T&Ps shall be mobilized **within 7 days from receipt of LOI or BHEL intimation. No delay in mobilization will be accepted by BHEL.**

6.1.2 TIME DURATION.

The activities shall be started as per directions of BHEL GM/CM/Site in-charge. Contractor shall mobilize resources as per requirement to commence the work.

WORK COMPLETION TIME SCHEDULE OF THIS CONTRACT IS **60 DAYS** FROM THE DATE OF INTIMATION BY BHEL.

However, the duration can be reduced or extended as per discretion of BHEL. In case of early demobilization BHEL will inform vendor and demobilization will be done as per instruction of BHEL engineer.

Date of Start of Work shall be reckoned as recorded in Jointly signed MoM during start of work.

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Chapter – VII: Payment Terms

7.0 Terms of Payments

The progressive payment for Material management works on accepted price of contract value will be released as per the break up given hereinafter:

Progressive payment against monthly running bills upto 100% of the value shall be made after completion of the job with respect to BOQ. Payment shall be made after completion of work for items against Sl. No.- 1 to 6. The payment shall made on pro rata basis and payment break up shall be as follows: -

Sl. No	Description of work/activities	% value
1.	Unloading of material, shifting to open/ closed storage yard	30 %
2.	Material Stacking as per BHEL Engineer instruction	15 %
3.	Updation of material receipt details in BHEL store material register	15 %
4.	Verification of material	20 %
5.	Updation of verification details in BHEL store material register	10 %
6.	Handing over of all records to main MM agency	10 %
	Total for Pro-rata payments	100 %

No advance payment/ security deposits shall be admissible in any circumstances.

- Vendors are permitted to submit one RA bill each month.
- Every month, payments shall be released through NEFT/RTGS within 30 days after the submission of required documents and certification by BHEL Engineer.
- GST charged in the tax invoice / debit note / revised tax invoice by the supplier shall be released separately only after supplier 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 supplier and has paid the GST at the time of filing the monthly return.

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Chapter - VIII: TAXES AND OTHER DUTIES

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

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

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Chapter - VIII: TAXES AND OTHER DUTIES

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) the 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. The 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. Waybill: 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/ Waybill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Waybill for this purpose.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - VIII: TAXES AND OTHER DUTIES

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
13. For transportation work, the 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 the 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 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under**

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other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions

- i. Buyer shall be as per clause (a) of section 206C- (1H)
- ii. Seller shall be as per clause (b) of section 206C- (1H)
- iii. No TCS is to be collected if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

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

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

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

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

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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

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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.
 - (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.

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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.

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Chapter-XI : Bill of Quantities and % Weightage of Individual Items

Table for Weightages/ Factors and BOQ

Description of work	UNIT	Qty (Nos)	% Weightages for calculation of item rate w.r.t. total quoted price	Total Lumpsum price, Rs	
Section A1 : Material Handling and Management					
Material Handling and Material Management for Materials received through Trucks/Trailers at Project Site	MT	3750	80.88%		
Section B : Cranes					
Pick & Carry Crane 12/14 MT	Months	2	9.56%		
Pick & Carry Crane 12/14 MT	Months	2	9.56%		
	Total		100.00%		

Note:

- Bidders shall quote Total Lump-sum Price for the entire scope of work Only at the sheet provided in the (Volume|PriceBid). Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
- BHEL has fixed the % weightages as in NIT for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid.
- Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL for Package. This amount shall not be rounded off.
- Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL for Package. This item rate shall be rounded off up to three decimal places and shall be used to calculate the total amount of an item.
- Bidders to note Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no 4 above.