



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: PSER:SCT:MIS-F1775:5263

Date: 17-10-2016

### NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES  
OR  
PURCHASE TENDERS FROM THIS OFFICE ALSO

Sealed offers 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.

SALIENT DETAILS OF NIT		
SL NO	ISSUE	DESCRIPTION
1.0	SUBJECT OF NIT	Issue of tender for  <i>Transportation of 1 no. MANITOWOC MAKE M18000, 600MT heavy lift hydraulic crawler crane with 79M boom, 61M luffing jib along with spares &amp; accessories from BHEL-PSER 3x660MW NPGCL Nabinagar STPP Site, Bihar to BHEL-PSER North Karanpura site, Jharkhand on door delivery basis.</i>
2.0	TENDER NO	PSER:SCT:MIS-F1775:16.
3.0	DETAILS OF TENDER DOCUMENT	
3.1	Volume-I	<i>General conditions of contract - <b>Applicable.</b></i>
3.2	Volume-IB	<i>General conditions of contract (service) - <b>Not applicable.</b></i>
3.3	Volume-IC	<i>Special conditions of contract (supply) - <b>Not applicable.</b></i>
3.4	Volume-ID	<i>Special conditions of contract (service) - <b>Applicable (clubbed with Volume-II).</b></i>
3.5	Volume-IE	<i>Annexure, formats etc - <b>Not applicable.</b></i>
3.6	Volume-II	<i>Technical specification along with Special conditions of contract-<b>Applicable</b></i>
3.7	Volume-III	<i>Price schedule, Rev-0-- <b>Applicable.</b></i>
3.8	Volume-IIIB	<i>Not applicable.</i>
4.0	TENDER START (ZERO) DATE	<b>17-10-2016</b> <i>(Sale from BHEL PSER office Start: 17-10-2016 Close: 31-10-2016</i>  <i>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a> &amp; <a href="http://www.jantermanter.com">www.jantermanter.com</a>/ CPP Portal) Tender documents can however be downloaded from website till due date of submission)</i>
5.0	DUE DATE, TIME & PLACE OF SUBMISSION OF OFFER	<i>Date: <b>01-11-2016</b> Time: 15-00 hrs Place: BHEL office, Salt Lake City, Kolkata (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).</i>
6.0	DUE DATE & TIME OF OPENING OF TECHNO-COMMERCIAL OFFER	<i>Techno-commercial offer will be opened two hours after the latest due date and time of offer submission, for which bidder may depute representative. In case, the due date of opening of tender becomes a non-working day, tenders shall be opened on the next working day at 15:00 hours. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 2339-8000/ 2339-8236

		<i>change before submitting the tender.</i>
7.0	LAST DATE OF SEEKING CLARIFICATION	24-10-2016 (Along with soft version also, addressing to undersigned & to others as per contact address given below)
8.0	SCHEDULE OF PBD	NA or as to be intimated later thru TCN.
9.0	EMD AMOUNT	Rs 88,000/-
10.0	COST OF TENDER	Rs 1,000/-.
11.0	INTEGRITY PACT	NA.
12.0	DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	NA.

- 1.0 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 & stamped on each page, as part of offer. Price shall not be mentioned by them anywhere in the techno-commercial offer. Price shall be furnished in the relevant price schedule only and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
- 2.0 Unless specifically stated otherwise, you have to remit cost of tender document (non-refundable) in the form of demand draft, drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata along with the techno-commercial offer.
- 3.0 You have to deposit EMD in cash (as permissible under income tax act)/ demand draft/ pay order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. EMD in the form of Bank Guarantee is not acceptable. Bidders having one time EMD with BHEL are also requested to submit the above mentioned EMD.
- 4.0 The offers shall be sent as per following details in separate sealed envelopes to BHEL, PSER, Kolkata as per address given below (refer salient details of NIT, pre-page, for applicability).

Sl no	Description	No of copy
<b>I. COVER-I (TECHNO-COMMERCIAL BID)</b>		
I.a	Offer forwarding/ covering letter.	Original & 1 copy.
I.b	Duly filled-in 'No deviation certificate' as per prescribed format to be placed after document under sl no I.a above.  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.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 1 copy.
I.c	Techno-commercial offer enclosing supporting document/ annexure/ schedules/ drawing etc as required in line with pre-qualification criteria/ prescribed format.  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.	Original & 1 copy.
I.d	Duly filled-in annexures, formats etc of Volume-IE. (if applicable).	Original & 1 copy.
I.e	All volumes of tender document pertinent for the subject job along with this NIT together with subsequent changes to tender in the form of TCN, correspondences etc, signed & stamped on all pages.	Original.

I.f	Volume-III A/III & Volume-III B (Price Schedule), as applicable – un-priced (without disclosing rates/ price for Volume-III A/III and without disclosing % for Volume-III B), but mentioning only 'quoted/ unquoted' for Volume-III A/III and 'indicated % of total price against each item' for Volume-III B against each item of schedules.	Original.
I.g	Integrity Pact Agreement (Duly signed by the authorized signatory) (if applicable)	Original & 1 copy.
I.h	Any other details preferred by bidder with proper indexing.	Original.
II. COVER-III (COST OF TENDER)		
III. COVER-III (PRICE BID – ABSOLUTE VALUE)		
III.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy.
III.b	Duly filled-in Volume-III A/III (BOQ-cum-price schedule in absolute value) together with signed preamble in separate sealed envelopes. MAY REFER SCC (VOL-ID&II) ALSO.	Original.
IV. COVER-IV (PRICE BID - PERCENTAGE VALUE)- (if applicable).		
IV.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy
IV.b	Duly filled-in Volume-III B (BOQ-cum-price schedule in percentage value) together with signed preamble in separate sealed envelope.	Original
V. COVER-V (EMD)		
Demand Draft etc towards EMD as per instruction (as applicable).		
VI. COVER-VI		
All aforesaid sealed covers shall be enclosed in this cover & sealed. This cover shall be super-scribed with (i) Cover no; (ii) Details of covers inside this cover and (ii) Name of the job, tender document no & due date of submission.		

**SPECIAL NOTE**

- A) Your offer & documents submitted with the offer shall be signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 5.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 6.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve 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).
- 7.0 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 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 8.0 For any clarification on the tender document, you may seek the same in writing (2 copies) together with soft version (thru e-mail) as per enclosed format schedule date, from the office of the undersigned for clarification. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay. Any clarification / query received after pre bid conference date shall not be entertained.
- 9.0 BHEL may decide holding pre-bid conference [PBC] with any/ all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.

- 10.0 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, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before pre-bid meeting/submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 11.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL's decision in this regard shall be final & binding.
- 12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender along with TCNs including PBD.
- 13.0 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.
- 14.0 While BHEL reserve the right to open the price bid(s) (Cover-II) of the offers in camera, the date & time to open the Cover-II (PRICE BID) tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 16.0 Validity of the offer shall be for six months from the due date of latest price offer submission (including extension, if any).
- 17.0 BHEL reserves the right to go Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder to decide the successful bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In such case all qualified bidders will be intimated regarding procedure/ modality of process prior to RA and price will be decided through RA process only. In such a case, sealed envelope containing absolute value price bid (Volume-III) will not be opened.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue".

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute value price bid (Volume-III) contained in sealed envelope will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

In case BHEL decides not to go Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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- 18.0 Corrigendum/ corrigendum/ extension/ addendum, if any, pertaining to this tender will be issued directly to you or/ and published in the web sites [www.jantermanter.com](http://www.jantermanter.com) and [www.bhel.com](http://www.bhel.com), as applicable.
- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price shall be after considering the discount.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid failing which offer from Bidder may not be considered.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 In case of consortium bidding, if applicable as per Pre-qualification Requirement, Standalone bidder can neither again be a prime bidder in a consortium bid nor be a consortium partner to any other bidder. Similarly, prime bidder shall neither be a consortium partner to other prime bidder nor submit any other bid with other consortium partners.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 26.0 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or valid Udyog Aadhar Memorandum or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C 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 date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through a-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 27.0 The offers of the bidders who are on the banned list as also the offer of the bidders , who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website ([www.bhel.com](http://www.bhel.com)).
- 28.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 6 to 12 Months/ Delisting – 2 years / Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.
- 29.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website [www.bhel.com](http://www.bhel.com) and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 30.0 Annexure-A -Amendment to GCC shall be read in conjunction with respective clauses of GCC -Volume-I. This Annexure –A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.

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31.0 Duly filled & signed Annexure- CPP/I to be submitted by bidders along with their techno-commercial offer.

32.0 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-Volume-III(ALL SCHEDULES)
- d. Special Conditions of Contract (SCC) —Volume-ID clubbed with VOLUME-II
- e. General Conditions of Contract (GCC) —Volume-I

for BHARAT HEAVY ELECTRICALS LTD

SR. ENGINEER (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8237 (D)/ 2321 1691.
	FAX no	033-23211960
	E-mail	barna@bhelpser.co.in; <a href="mailto:ab@bhelpser.co.in">ab@bhelpser.co.in</a>

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Format for No-deviation certificate.
03. Annexure-3: Format for seeking clarification.
04. Annexure-A- Amendment to GCC.
05. Annexure-B: Terms & Conditions of Reverse Auction
06. Annexure-C: CA certificate Format.
07. Annexure– CPP/I
08. Tender document as per above details.

**Annexure-1****PRE QUALIFYING CRITERIA**

<b>JOB</b>	Transportation of 1 no. MANITOWOC MAKE M18000, 600MT heavy lift hydraulic crawler crane with 79M boom, 61M luffing jib along with spares & accessories from BHEL-PSER 3x660MW NPGCL Nabinagar STPP Site, Bihar to BHEL-PSER North Karanpura site, Jharkhand on door delivery basis
<b>TENDER NO</b>	PSER:SCT:MIS-F1775:16.

SL NO	CRITERIA
1.0	BIDDER SHALL BE IN THE TRANSPORTATION BUSINESS DURING LAST FIVE YEARS.
2.0	BIDDER SHALL FURNISH DOCUMENTARY EVIDENCE IN SUPPORT OF, EXECUTING ATLEAST TWO JOBS IN LAST FIVE YEARS, OF TRANSPORTATION OF CRAWLER CRANES WITH LATTICE BOOM OF CAPACITY 200MT OR ABOVE AS ON THE DATE OF OFFER SUBMISSION.
3.0	BIDDER SHOULD OWN MINIMUM 6 NOS. OF HYDRAULIC AXLES WITH REQUISITE CAPACITY PULLER.
3.1	1. XEROX COPY OF i) RC BOOK, ii) NATIONAL PERMIT, iii) INSURANCE iv) FITNESS CERTIFICATE ATTESTED BY A NOTARY PUBLIC IN ORIGINAL SHOULD BE ENCLOSED ALONG WITH THE APPLICATION. 2. BHEL MAY ASK TO PRODUCE ORIGINAL DOCUMENTS FOR EACH VEHICLE MENTIONED IN THE APPLICATION FOR VERIFICATION OF THE SAME.
4.0	BIDDER SHALL BE IBA APPROVED TRANSPORTER AND DOCUMENTS SHALL BE FURNISHED IN EVIDENCE OF THE SAME.
5.0	BIDDER SHALL HAVE HEAD OFFICE OR BRANCH OFFICES IN ANY OF THE FOLLOWING STATE WEST BENGAL, BIHAR, JHARKHAND & ORISSA.
5.1	BIDDER SHALL FURNISH VALID DOCUMENTARY EVIDENCE IN SUPPORT OF THE ABOVE CRITERIA 5.0. OFFICE SPACE IN THE OFFICE PREMISES OF ANY OTHER COMPANY SHALL NOT BE CONSIDERED FOR THIS PURPOSE.
6.0	AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF THE BIDDER, DURING LAST 3 (THREE) YEARS, ENDING ON 31-03-2016 SHOULD BE Rs.13.20 LAKH. THE BIDDER SHOULD HAVE EARNED PROFIT IN AT LEAST 1 (ONE) YEAR DURING LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2016.  THE BIDDER SHOULD POSSESS POSITIVE NET WORTH AS ON FINANCIAL YEAR ENDING ON 31-03-2016.  AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR LAST 3 (THREE) YEARS, ENDING ON 31-03-2016 NEEDS TO BE SUBMITTED IN SUPPORT OF ABOVE REQUIREMENT.  IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEAR, WILL BE AVERAGED FOR THREE YEARS.  IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.
7.0	NO CONSORTIUM ARRANGEMENT WILL BE ALLOWED FOR THE JOB.
8.0	BIDDER SHOULD HAVE VALID PAN.
NOTE:	RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED.

**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

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

Sub	No Deviation Certificate.	
Job	Transportation of 1 no. MANITOWOC MAKE M18000, 600MT heavy lift hydraulic crawler crane with 79M boom, 61M luffing jib along with spares & accessories from BHEL-PSER 3x660MW NPGCL Nabinagar STPP Site, Bihar to BHEL-PSER North Karanpura site, Jharkhand on door delivery basis.	
Ref	01	Tender No PSER:SCT:MIS-F1775:16.
	02	BHEL's NIT, vide reference no PSER:SCT:MIS-F1775:5263 Date: 17-10-2016
	03	Other references (if any).

Dear Sirs,

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

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

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

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references

Thanking you,

Yours faithfully,

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

**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	Transportation of 1 no. MANITOWOC MAKE M18000, 600MT heavy lift hydraulic crawler crane with 79M boom, 61M luffing jib along with spares & accessories from BHEL-PSER 3x660MW NPGCL Nabinagar STPP Site, Bihar to BHEL-PSER North Karanpura site, Jharkhand on door delivery basis.
<b>TENDER NO</b>	PSER:SCT:MIS-F1775:16

<b>Sl no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

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Annexure -AAmendment to GCC**1.0 Introduction of Clause No 1.15.13 in GCC as below:**

**Clause No 1.15.13** : Additional security deposit (SD) has to be submitted by the successful bidder with value as follows:

"If the final price of successful bidder is lesser by 'more than 20%' of BHEL's estimate - 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:

**Additional Security Deposit** = 30 % of (A-B) limited to a maximum 10% of the 'Total Price/Contract Value', where,

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

**OR**

Sealed paper price bid of successful bidder (in case of paper bid)

This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.

The BHEL's estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case 'Additional Security Deposit' is applicable."

**2. Clause no. 1.3.9.2 of GCC shall be read as below:**

The EMD may be accepted only in the following forms:

(a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

(b) Electronic Fund Transfer credited in BHEL account (before tender opening)

(c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months from the date of bid submission as per NIT/TCN. EMD of successful tenderer will be retained as part of Security Deposit.

Clause no. 1.3.9.3 & 1.3.9.4 of GCC stands deleted.

**3. Clause no. 1.7.2 of GCC shall be read as below:**

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

**4. Clause no. 1.7.3.5 of GCC shall be read as below:**

At least 50% of the required Security Deposit, including the EMD, should be furnished before start of the work. Balance of the Security Deposit can be deposited by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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

**5. Clause no. 1.7.3.1 of GCC shall be read as below:**

Security Deposit may be furnished in any one of the following forms

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 2339-8000/ 2339-8236

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

**6. Clause no. 1.7.4.1 of GCC shall be read as below:**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 2339-8000/ 2339-8236

Annexure –BTerms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process, provided minimum four bidders have submitted online sealed bids.

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**Annexure -C****Certificate by Chartered Accountant on letter head**

This is to 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) ..... dtd:.....,  
 Category:..... (Micro/Small)). (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.0.1722(E) dated October 5, 2006 :  
 Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
 Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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

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**Annexure- CPP/I****Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/jointventure/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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