

## TENDER SPECIFICATION

**NO: BHE/PW/PUR/GH-R&M/1817**

**FOR**

**RENOVATION OF 8 Nos. BATHROOMS IN BHEL TRANSIT FLATS AT NAGPUR,  
MAHARASTRA.**

## TECHNICAL BID - VOLUME- I -A

**TENDER SPECIFICATIONS CONSISTS OF:**

- Notice Inviting Tender
- Technical Conditions of Contract
- General conditions of Contract



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

**CONTENTS**

VOLUME NO	DESCRIPTION		HOSTED IN WEBSITE BHEL.COM AS FILES TITLED
NIL	TENDER SPECIFICATION ISSUE DETAILS		(PART OF <b><u>VOL-IA-1817</u></b> )
NIL	NOTICE INVITING TENDER (NIT)		(PART OF <b><u>VOL-IA-1817</u></b> )
I-A	TECHNICAL CONDITIONS OF CONTRACT (TCC)		<b><u>VOL-IA-1817</u></b>

**Tender Specification Issue Details**

**NO: BHE/PW/PUR/GH-R&M/1817**

**FOR**

**RENOVATION OF 8 Nos. BATHROOMS IN BHEL TRANSIT FLATS AT  
NAGPUR, MAHARASTRA.**

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

AGM (Purchase)  
Place: Nagpur  
Date:

1817

# NOTICE INVITING TENDER

(Document No PS:MSX:NIT:Rev 01 dated 1<sup>st</sup> Jun  
2012)

Bharat Heavy Electricals Limited



## NOTICE INVITING TENDER (NIT)

# NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES OR PURCHASE TENDERS FROM THIS OFFICE ALSO

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on 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

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	T.S. NO. BHE/PW/PUR/GH-R&M/1817
ii	Broad Scope of job	<b>RENOVATION OF 8 Nos. BATHROOMS IN BHEL TRANSIT FLATS AT NAGPUR, MAHARASTRA .</b>
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
	<i>PART- Tender Specification Applicable</i>	
	<i>PART-II</i>	
	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
iv	Start of Sales	<b>Start: 11/08/2017</b> <b>Closes: 30/08/2016, 15.00 Hrs</b>
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 31 /08/2017 , Time :15.00Hrs</b> <b>Place : BHEL-PSWR, Nagpur</b> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception:  <b>Nirmal P G / Asst. Engineer (Purchase)</b> <b>Ph: 0712-3048732</b> <b>E-mail: <a href="mailto:nirmalpg@bhhelpswr.co.in">nirmalpg@bhhelpswr.co.in</a></b>

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR**

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		<p><b>Neeraj Tiwari/ Dy. Manager (Purchase)</b> Ph: 0712-3048651 E-mail: <a href="mailto:nktiwari@bhelpswr.co.in">nktiwari@bhelpswr.co.in</a></p> <p><b>AGM /Purchase</b></p>	
vi	OPENING OF TENDER	<p><b>1 hours after the latest due date and time of Offer submission</b></p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	<p><b>Rs.9,250 /- (Rupees Nine Thousand Two Hundred Fifty Only)</b></p>	Applicable (MSME & NSIC registered bidders are exempted from submitting EMD provided the certificate of registration )
viii	COST OF TENDER	NA	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Date: Atleast 5 days before the due date of offer submission</b></p> <p>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</p> <p><b>Mr.Nirmal P.G (nirmalpg@bhelpswr.co.in)</b> <b>Asst.Enginner(Purchase)</b> <b>Contact No. 0712-3048732</b></p> <p><b>Neeraj Tiwari/ Dy. Manager (Purchase)</b> Ph: 0712-3048651 E-mail: <a href="mailto:nktiwari@bhelpswr.co.in">nktiwari@bhelpswr.co.in</a></p>	Applicable
x	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> --&gt;Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	

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	<b>Contact details (BHEL-PSWR)</b>  <b>1) Sri.Nirmal P.G/ Asst. Engineer (Purchase)</b> <b>PH: 0712-3048732, 07620919048</b> <b>, E-mail: nirmalpg@bhelswr.co.in</b>  <b>2) Sri. Neeraj Tiwari/ Dy.Manager</b> <b>E-MAIL: NKTIWARI@BHELPSWR.CO.IN</b> <b>PH: 0712-3048651</b>  <b>3) Sri. P R Chiwarkar</b> <b>E-mail: prchiwarkar@bhelswr.co.in</b> <b>PH: 0712-3048633</b>	

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 & stamped on each page, 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 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per the provisions in General Conditions of Contract Clause no. 1.9.1. In case of remittance of EMD through Demand Draft/Pay Order, same shall be in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. In case of remittance of EMD through Bank Guarantee (for total EMD amount is more than Rs 20 Lakh), refer General Conditions of Contract Clause no. 1.9.1(iv). Proforma of Bank Guarantee for Earnest Money is attached (Annex. 7). For other details and for 'One Time EMD' please refer General Conditions of Contract.

In case of remittance of EMD through Electronic Fund Transfer, Bank account details of BHEL PSWR to be used is as below:-

<b>NAME OF THE COMPANY</b>	<b>BHARAT HEAVY ELECTRICALS LTD</b>
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR

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ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

Above bank account, details can be used for remittance of Security Deposit as well by the successful tenderer.

Description/ Mode of Submission	EFT	Cash	DD/Pay Order
Proof of EMD along with the offer	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit at BHEL office	Original DD/ Pay order to be sent through Registered Post
Submission of EMD to BHEL PSWR, Nagpur			

5.0 **Procedure for Submission of Tenders:** 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/COST of TENDER)' 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)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<p><b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p><b>Note:</b></p> <p>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p>	

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	<p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	<del>Volume – I B : Special Conditions of Contract (SCC)</del>	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	<del>Volume – I D : Forms &amp; Procedures</del>	
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.	

	<b>PART-I B</b>	
	<p><b>ENVELOPE – II superscribed as:</b> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;"><b>OR</b></p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)</p>	

	<b>PART-II</b>	
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<b>ENVELOPE-III</b>	

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

	<b>OUTER COVER</b>	
	<b>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:</b>	
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> <li>○ Envelopes III</li> </ul>	

**SPECIAL NOTE :** 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.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Void.
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, 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

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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.
- 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.**
- 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 authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 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

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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 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~
- 24.0 The bidder shall submit 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 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/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

for BHARAT HEAVY ELECTRICALS LTD

**AGM Pur**

**Enclosure**

01. Annexure-1: Pre Qualifying criteria
02. Annexure-2: Important Information.
03. Annexure-3 : MSE Declaration
04. Annexure-4: Check List
- 05 Other Tender documents as per this NIT

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**PRE QUALIFYING REQUIREMENTS (Annexure-1)**

JOB	RENOVATION OF 8 Nos. BATHROOMS IN BHEL TRANSIT FLATS AT NAGPUR, MAHARASTRA.
TENDER NO	BHE/PW/PUR/GH- R&M/1817

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Remarks
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><b><u>B) Technical</u></b></p> <p>Bidder shall essentially meet the Qualifying Requirement (i.e. B.1):</p> <p><b><u>B.1:</u></b> Bidder should have executed any of the following (B.1.1 OR B.1.2 OR B.1.3) similar work (i.e. Civil Renovation/ Construction works) in last 07 (Seven) years from latest date of offer submission.</p> <p><b>B.1.1) One Similar jobs of value not less than Rs. 3.69 Lakhs.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.2) Two Similar jobs each of value not less than Rs. 2.31 Lakhs.</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>B.1.3) Three Similar jobs each of value not less than Rs. 1.84 Lakhs</b></p>	APPLICABLE	Bidder to furnish work order & proof of work execution to establish above criteria
C-1	<p><b><u>FINANCIAL</u></b></p> <p><b><u>TURNOVER</u></b></p> <p>Bidders must have achieved an average annual financial turnover of Rs. 1,38,324/- or more over last three Financial Years (FY) i.e. Financial Years 2013-14,2014-15,2015-16.</p>	APPLICABLE	Bidders to submit financial statement as per sl no.3-5 of PQR explanatory notes.

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C-2	<b>NETWORTH (only in case of Companies)</b> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<b>PROFIT</b> Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	APPLICABLE	
D	<b>Bidder should have PAN number.</b> <b>(Copy of PAN card to be submitted)</b>	APPLICABLE	
E	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
F	<b>Price Bid Opening</b> <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	

**Explanatory Notes for the PQR (unless otherwise specified in the PQR):**

- For the criteria (B1), actual executed value shall be considered.
- Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} \right\} + \left\{ 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

X<sub>N</sub> = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid

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submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution

**3. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.**

4. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.

**5. 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.**

6. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies) .

7. C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above.

8. Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years (except for PQR B.4 & B.5) ending on the 'latest date' of Bid submission.

**9. 'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed**

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

**Annexure -2**

**IMPORTANT INFORMATION**

Sealed Tenders shall be submitted at following address to AGM /Purchase BHEL PSWR NAGPUR:

**BHEL PSWR, SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA**

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that sealed tenders shall necessarily be submitted in original at above address:

Asst.Engineer ,Purchase, E-mail: [nirmalpg@bhhelpswr.co.in](mailto:nirmalpg@bhhelpswr.co.in), Ph: 0712-3048732

AGM Purchase, Email id: [prchiwarkar@bhhelpswr.co.in](mailto:prchiwarkar@bhhelpswr.co.in). Ph: +91 – 712 – 3048633

- 1. 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 web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms)**
- 2. Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)**
- 3. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).**

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

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.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. 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.

1.2.2. 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.

**BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR**

**T.S. NO. BHE/PW/PUR/GH-R&M/1817**

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1.2.3. 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 price 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](http://www.bhel.com) and/or under applicable legal provisions”.

- 4. All Statutory Requirements as applicable for this project shall be complied with.**
- 5. 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."**
- 6. 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”

**~~7. Please take note of following Revised Tender Clauses:~~**

- ~~i) Notice Inviting Tender: SI No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD~~
- ~~ii) General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No 2.7.10 (New), Clause No 2.28.5 (New)~~

**8. MSE Vendors:**

***Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees (as in SI No 1 viii of NIT) and Earnest Money deposit (EMD) (as in SI No 1 vii of NIT.)***

To avail the above benefit, participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefit only if they submit along with the offer, copies of either Udyog Aadhaar Memorandum or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with copy of a CA certificate (format enclosed at **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 date of bid opening (part 1 in case of two part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is 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.~~

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**Note:** Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

**FORFEITURE OF EMD:**

EMD by the Tenderer will be forfeited as per Tender Documents if:

I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

II. The Contractor fails to deposit the required Security deposit or commence the work within recommended work commencement date.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

EMD given by all unsuccessful tenderers shall be refunded after of award of work.

EMD shall not carry any interest.

EMD of successful tenderer will be retained as part of Security Deposit.

**9. Security deposit**

**On award of work, the contractor needs to submit security deposit @5% of contract value as detailed in General Conditions of Contract (GCC)**

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**Annexure-3**

**MSE ANNEX**

**Certificate by Chartered Accountant on letter head**

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) \_\_\_\_\_ 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 (Le. 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 \_\_\_\_\_ Lakhs

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 \_\_\_\_\_ Lakhs

The above investment of Rs \_\_\_\_\_ Lakhs is within permissible limit of Rs \_\_\_\_\_ Lakhs 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

**BHARAT HEAVY ELECTRICALS LIMITED  
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**Check List (Annexure-4)**

**Bidder should duly fill all information in table given below;**

1	<b>Name and Address of the Tenderer</b>		
2	<b>Details about type of the Firm/Company</b>	Private Limited/ Partnership/ Proprietorship ( <u>Please tick ( V ) whichever applicable</u> )	
3	<b>Details of Contact person for this Tender</b>	Name : Mr/Ms Designation: Telephone No: Mobile No: <b>E-mail ID:</b>	
4	<b>EMD DETAILS</b>	DD No:                      Date : Bank :                      Amount:	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> 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 submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	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	Declaration confirming knowledge about site condition	Applicable	YES/NO
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	Analysis of unit rate quoted		
14	Declaration for relation in BHEL submitted	Applicable	YES/NO
15	Copy of GST registration Certificate (If not applicable , a declaration to be submitted by bidder)	Applicable	YES/NO
16	Bank Account Details for E-Payment submitted	Applicable	YES/NO
17	Power of Attorney for Submission of Tender (If tender is signed other than Proprietor, Managing Partner, Director)	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE  
DATE :

AUTHORIZED SIGNATORY

1817

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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SI No	DESCRIPTION	Chapter	
<b>Volume-IA</b>	<b>Part-I: Contract specific details</b>		
1	Project Information	Chapter-I	
2	Scope of Works	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-IX	
10	FORMS & PROCEDURES	Chapter-X	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter - II: Scope of works and Technical Specifications**

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<b>1.0</b>	<b>Project Information</b>
<b>1.1</b>	<p><b><u>GENERAL PROJECT INFORMATION</u></b></p> <p>1. Owner / Purchaser : BHARAT HEAVY ELECTRICALS LIMITED (BHEL)</p> <p>2. Location : Shri Krishna Apartment Near Kadbi Chowk, Kamptee Road, NAGPUR</p>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of works and Technical Specifications

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### 2.0 SCOPE OF WORK

2.1 **Name of Work:** Renovation of BHEL Transit Flat's 8 No's Bathroom of Shri Krishna Apartment near Kadbi Chowk , Nagpur..

#### **Brief Scope of work:-**

- 1) Supply of Ceramic tiles.
- 2) Supply of Sanitary fittings.
- 3) Dismantling of Existing Tiles, Drainage and Water Pipe.
- 4) Fixing of New Tiles in Wall and Floor.
- 5) Fixing of Sanitary fitting
- 6) Fixing of new Drainage and Water Pipe.
- 7) Painting
- 8) Electrical work
- 9) Miscellaneous.

### 2.2 THE WORK INVOLVES

(A) Dismantling of existing BHEL's Transit flat Toilet tile, Existing plumbing line including all fitting and fixtures etc and shifting and dumping all the Dismantled material at the specified place as shown by BHEL in well planned manner and cleaning and making the surface suitable to receive new work/fittings at suitable place.

(B) Scope given is tentative engineer in charge decision will be final.

(c) No separate payment will be made for shifting of material/household thing to enable contractor to carry out the work.

(d) Bidder to visit site and asses the quantity of lump sum item, no extra payment will be made due to any change in quantity.

***Bidders should note that the above works is to be carried out in BHEL transit flat in where BHEL employees are leaving and hence all the fronts cannot be handed over at a time. Also much noise and disturbance has to be avoided. All necessary steps are to be taken to avoid damage of BHEL staff quarters / flat's floors,***

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of works and Technical Specifications

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*partitions etc during movement of labors engaged on the job. Any damage occurred to BHEL staff quarters/flats premises/property of BHEL during renovation work shall be rectified by contractor at their cost.*

### 2.3 SPECIFICATION OF FITTINGS

- a) Bib Cock & stop cock ----- CP brass (Sample approved by BHEL)
- b) Tiles (wall, floor and wall border) ----Kajaria/Jhanson/Nitco (Sample approved by BHEL)
- c) Mirror ----(Sample approved by BHEL)
- d) Steel glazed Window and Ventilators ----As per IS 1038/As per sample approval.
- e) All GI Pipe (medium class – Class B) ----As per sample approval.
- f) Indian type Water closet with flushing – CERA, JHONSON, PARRYWARE.
- g) PVC low level flushing cistern - CERA, JHONSON, PARRYWARE.
- h) Steel Kitchen Sink – Approved brand by BHEL.

### 2.3 FIXING OF SANITARYWARE, TILES, PLUMBING, MIRROR AND OTHER ITEMS.

All the above fitting shall be fixed by experienced and skilled fitters, masons, plumbers properly as per the standard procedure and instruction of BHEL. Leak test shall be carried out after completion of fitting and any defect noticed during the test shall be rectified properly to the satisfaction of the BHEL. Any fitting/item broken during the fixing shall be replaced without any extra cost.

### 2.4 FINISHING OF DAMAGES IN EXISTING WALL, FLOOR ETC.

During the dismantling of existing sanitary fitting and fixture, tiles, door, window, ventilators etc. and fixing of new items there may be every possibility of damages in existing wall and floor. All this damages shall be made good matching with adjacent surface. The quoted rate of various items in rate schedule/BOQ shall be inclusive of the above finishing and no separate payment shall be made on this account.

### 2.5 GENERAL TECHNICAL SPECIFICATION:

All work shall be carried out in accordance with CPWD Specification.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of works and Technical Specifications

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### **2.6 Method of deriving Rate for Extra/New Item(s):**

The work though not specifically mentioned either in the BOQ or in the tender specification but are needed to complete the work as per requirement & instruction of Engineer are also in the scope of this contract & to be erected to the entire satisfaction, for which the payment shall be released as per the respective item rate of Rate Schedule. **If the item is not available in the rate schedule the rate shall be derived as per CPWD- DSR-2007 rate schedule latest version with applicable escalation given by CPWD.**

### **2.7 Defect Liability/Performance Guarantee Period**

Contractor shall be responsible for rectifying the defect observed during the period of **03 (Three) months** after date of complete of entire work. Towards this retention money shall be withheld from RA bills as per clause no. 2.22 & 2.24 of General conditions of contract.

### **The Consignee Address for material supply:**

**DGM (HR)**

**Power Sector, Western Region,**

**345 Kingsway, Shree Mohini Complex,**

**Nagpur – 440001**

**Ph: 0712-3048646**

**2.8** Work shall be carried out as per the instruction of DGM / HR of BHEL OR Authorized representative of BHEL/ Engineer in charge for this work.

**2.8.1** The vendor should visit the actual site of work for acquaintance before submitting their Tender and may contact the Consignee at the above address.

**2.8.2** Vender should ensure that there will be no loss/damage to the property of BHEL and its employee household items during execution of this contract. Any loss or damage to the BHEL property and its employee' goods shall be recovered from vender as decided by BHEL.

**2.8.3** Vendor should cover all his men, equipment and material with suitable Insurance Policies against loss of property, life, earning capacity of laboures etc.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of works and Technical Specifications

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Vendor has to indemnify BHEL from any sort of liabilities on account of such loss/damage.

**2.8.4** Work shall be carried out strictly as per the BOQ (Rate Schedule) and specifications of this tender. All the work shall be executed as per the instructions of BHEL engineer. BHEL will not provide any T&P, material, manpower etc; as such the rate quoted by bidder shall be inclusive of all.

### **2.9 Patents and Trademarks**

Vendor shall at all times indemnify Purchaser (BHEL) against all claims which may be made in respect of infringement of any rights protected by Patent, Registration of designs or Trademark provided always that in the event of any claim in respect of the alleged infringement of patent, registered designs or trade mark being made against Purchaser, Purchaser shall notify vendor who shall at his own expenses either settle any such dispute or conduct any litigation that may arise therefrom.

**2.9.1** On completion of daily work, all area shall be cleaned by the vender.

**2.9.2** BHEL will provide water and power for civil work as per availability from the tapping. In case water for construction is not available, same shall be arranged by bidder at their cost.

**2.9.3** Electricity shall be provided by BHEL free of cost as per availability.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	<b>ESTABLISHMENT</b>			
3.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
a	Open space for office (as per availability)		Yes	However BHEL shall give space on the basis of availability.
b	Open space for storage (as per availability)		Yes	However BHEL shall give space on the basis of availability.
c	<del>Construction of bidder's office, canteen and storage building including supply of materials and other services</del>		Yes	
d	<del>Bidder's all office equipments, office / store / canteen consumables</del>		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	<del>Fencing of storage area, office, canteen etc of the bidder.</del>		Yes	
3.1.2	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		Yes	Bidder shall arrange his own source for labor colony.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	<del>Labour Colony with internal roads, sanitation, complying with statutory requirements</del>		Yes	
3.2.0	<b>ELECTRICITY</b>			
3.2.1	<b>Electricity for construction purposes 3 Phase of Voltage 415/440 V (To be specified whether chargeable or free)</b>			FREE. In case of No power/power failure, bidder shall arrange DG set of required capacity.
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	
3.2.2	<b>Electricity for the office, stores, canteen etc of the bidder (to be specified whether chargeable or free)</b>			
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	

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.3	<del>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</del>		Yes	
a	<del>Single point source</del>		Yes	
b	<del>Further distribution including all materials, Energy Meter, Protection devices and its service</del>		Yes	
c	<del>Duties and deposits including statutory clearances if applicable</del>		Yes	
3.3.0	<b>WATER SUPPLY</b>			
3.3.1	<b>For construction purposes: (to be specified whether chargeable or free)</b>			FREE
a	Making the water available at single point	Yes		In case water for construction is not available, same shall be arranged by bidder at their cost.
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<del>Water supply for bidder's office, stores, canteen etc</del>			
a	<del>Making the water available at single point</del>		Yes	

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	<del>Further distribution as per the requirement of work including supply of materials and execution</del>		Yes	
3.3.3	<b><u>Water supply for Living Purpose</u></b>		Yes	
a	<del>Making the water available at single point</del>		Yes	
b	<del>Further distribution as per the requirement of work including supply of materials and execution</del>		Yes	
3.4.0	<b>LIGHTING</b>			
a	For construction work (supply of all the necessary materials) 1. <del>At office/storage area</del> 2. <del>At the preassembly area</del> 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. <del>At office/storage area</del> 2. <del>At the preassembly area</del> 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
d	<del>Lighting for the living purposes of the bidder at the colony / quarters</del>		Yes	
3.5.0	<del>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</del>			
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	
3.6.0	<b>COMPRESSED AIR wherever required for the work</b>			<b>Not Required</b>
3.7.0	<b>Demobilization of all the above facilities</b>		<b>YES</b>	
3.8.0	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl.No	Description PART II	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	<b>3.9.0 ERECTION FACILITIES</b>			
3.9.1	Engineering works for construction:			NOT APPLICABLE
a	Providing the erection/constructions drawings for all the equipments covered under this scope			NOT APPLICABLE

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

Sl.No	Description <b>PART II</b> <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes			NOT APPLICABLE
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on SL No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on SI No. g		Yes	In consultation with BHEL

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter - III: Facilities In The Scope Of Contractor/BHEL (Scope Matrix)

SI.No	Description <b>PART II</b> <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	
j	Preparation of preassembly bay			NOT APPLICABLE
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
Chapter - IV: T&Ps and MME to be deployed by contractor

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**A: TOOL & PLANTS**

**Arrangement of all required quantum of Tools and Plants (T&Ps) for completion of the job in time without any delay shall be the responsibility of the contractor and the same shall be arranged by him. BHEL will not provide any T&Ps and materials for this work.**

**B: MEASURING AND MONITORING DEVICES (MMD):**

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing  
basis**

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**BHEL WILL NOT PROVIDE ANY MATERIAL OR ANY T & P's FOR THIS WORK**

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
Chapter – VII: Terms of payment

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**6.1 TIME SCHEDULE & MOBILIZATION**

**6.1.1 INITIAL MOBILIZATION AND CONTRACT PERIOD**

Contractor shall reach site, make his site establishment and be ready to commence the work within **one week from the date of LOI (Letter of Intent)** or as per directions of Authorized Representative of BHEL.

**THE OVERALL CONTRACT PERIOD FOR COMPLETION OF ENTIRE SCOPE OF WORKS SHALL BE 2 (TWO) Months.**

**Contractor has to Hand over the bathrooms in Phase Wise Manner in all respects to BHEL within the contract period and the entire works of one bathroom are to be completed within 7-8 days from start of work.**

**6.1.2**

In order to complete the above scope of work, contractor shall arrange all necessary resources and work force in consultation with BHEL engineer at site (BHEL' staff quarters) to undertake works concurrently in all possible fronts as made available to contractor.

**DATE OF START OF WORK SHALL BE THE DATE ON WHICH DISMANTLING WORK IS STARTED.**

The contractor shall complete all the work in the scope of this contract within the contract period

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Terms of payment

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### **7.0 Payment terms**

#### **7.01**

**(A)** The percentage of payment for progressive completion of work in various categories of work shall be as under:

95% of agreed item rate as per BOQ will be released for the completed work against monthly R.A. bills. The remaining 5% will be released as per clause no. 2.22 & 2.24 of General conditions of contract.

**The RA bill payment shall be made as made as per Cl no 10.0 of Chapter –X of**

**GCC CL NO-2.23 .**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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### **8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 09 dated 01/07/2017)**

#### **8.1 All taxes and duty other than GST & Cess and BOCW Cess**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

#### **8.2 Goods and service Tax (GST) & Cess**

The contractor shall register himself under GST law and submit proof of such registration to BHEL along with the first bill. If the contractor has not submitted such registration to BHEL then same shall be treated as unregistered supplier and BHEL shall act accordingly.

**Contractor's price/rates shall be exclusive of GST & Cess (if applicable) herein after termed as GST.** Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. GST charged in the tax invoice/debit note/revised tax invoice 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.

In case BHEL has to incur any liability (like interest etc.) due to denial/reversal of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid to the contractor or recovered from the contractor.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter-VIII: Taxes and Other Duties

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Tax invoice/debit Note/revised tax invoice shall contain the particulars as prescribed in GST law.

**TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills.**

#### **8.3 New Taxes/Levies -**

In case the Government imposes any new levy/tax on the output service/ goods/ after price bid opening, the same shall be reimbursed by BHEL at actual.

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/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

#### **8.4 BOCW Cess -**

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-IX: BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS**

**BOQ & % OF ALLOCATION FOR SUPPLY & ERCTION ARE AS DETAILED BELOW;**

S.no	Description	Unit	Quantity	Weightage%
	<b>Supply Portion</b>			
1	Supply of 8.6 mm thick Ceramic Tiles of Kajaria Make	Sqft	1600	21.819132
2	Supply of Sanitary Fitting & Plumbing			
a	EWC Popular S Trap	Nos	8	5.783243
b	Wash Basin Viking	Nos	8	2.692199
c	Angle Cock	Nos	32	2.991332
d	Paper holder with cover	Nos	8	1.312862
e	Three Flow overhead shower	Nos	8	1.330458
f	Shower Arm	Nos	8	0.789379
g	Single Flow hand shower	Nos	8	1.78649
h	Health Faucet	Nos	8	1.046966
i	Towel Bar	Nos	8	2.102242
j	Soap Holder Brass	Nos	8	1.960984
k	Pillar Cock	Nos	8	1.695088
l	BIB Cock	Nos	8	1.695088
m	Wall Mixer	Nos	8	6.630787
n	Waste Coupling	Nos	8	0.614885
o	Extension Nipple 1 1/2"	Nos	24	0.322594
p	Extension Nipple 2"	Nos	24	0.381248
q	Extension Nipple 2 1/2"	Nos	24	0.439901
r	Rack Bolt	Nos	8	0.234614
s	Bottle Trap	Nos	8	2.889666
t	CP Brass Cap	Nos	72	0.527882
u	PVC pipe 18"	Nos	72	1.935568
	Total			<b>60.982608 (of total quoted price)</b>

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-IX: BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS**

S.no	Description	Unit	Quantity	Weightage%
	<b>Construction works/E&amp;C Portion</b>			
1	Fixing of new Ceramic tile to floor and Wall of Bathroom including , water proofing dismantling of old tile, removal and disposal of dismantled tile to NMC specified location all complete as per technical specification.	Sqft	1600	19.551193
2	Supply and Fixing of new Water Pipe line and repair of old pipe line all complete as per Enginner incharge instruction.	LS	8	9.605586
3	Supply and Fixing of new drainaige line including removal and disposal of existing drainaige line as per Technical specification all complete.	LS	8	2.550155
4	Providing and application of Oil Bound Distamper Paint including application of Putty all complete as per technical specification.	LS	8	1.700103
5	Supply and fixing of Modular Switch Board with provision of 3 electrical Point including one 16 A Switch for Geyser.	Nos	8	2.550155
6	Erection and Fixing of Sanitary Fitting & Plumbing as mentioned in Supply portion SI No 2	Nos	8	3.0602
	<b>Total</b>			<b>39.017392</b>

**Item rate per quantity shall be derived based on the weightage given above for payment purpose.**

**Total Price distribution shall be as follows;**

S.no	Description	Weightage%
1	<b>Supply Portion</b>	60.982608
2	<b>E&amp;C PORTION</b>	39.017392
	<b>Total</b>	<b>100</b>

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-X: FORMS & PROCEDURES**

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**FORM-1**

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	<b>Name of the Party</b>	
<b>2</b>	<b>Address of the party</b>	
<b>3</b>	<b>Contact Person's Name</b>	
<b>4</b>	<b>Cell No. of Contact Person</b>	
<b>5</b>	<b>Land Line No.</b>	
<b>6</b>	<b>FAX No.</b>	
<b>7</b>	<b>E-mail ID of the Party</b>	
<b>8</b>	<b>PAN No.</b>	
<b>10</b>	<b>GST Registration No.</b>	

**(Signature With name, Designation & seal of the firm)**

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-X: FORMS & PROCEDURES**

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**FORM-2**

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
  
2. Beneficiary Account No. :
  
3. Bank Name & Branch :
  
4. City/Place :
  
5. 9 digit M ICR Code of Bank Branch :
  
6. IFSC Code of Bank Branch :
  
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, kindly submit photocopy of the same.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter-X FORMS & PROCEDURES**

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**FORM-3**

**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector-....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

**Authorised Representative of Bidder**

Signature:

Name :

Address :

Place:

Date

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
Chapter-X FORMS & PROCEDURES

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**FORM-4**

**NO DEVIATION CERTIFICATE**

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

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

Dear Sir,

Sub : **No Deviation Certificate**

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

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

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)

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
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**FORM-5**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

To,

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

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I/We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

Date :

Place:

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
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**FORM-6**

**DECLARATION CERTIFICATE**

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

**Signature and Seal of the Bidder**

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**FORM-7**

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

**Tick(v) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
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**FORM-8**

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

Signature of the Authorised Signatory

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
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**FORM-9**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

**Enclosed: Power of Attorney**

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
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**FORM-10**

**POWER OF ATTORNEY for SUBMISSION OF TENDER**

**(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)**

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, in connection with \_\_\_\_\_  
..... vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
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**Form-11**

**ANALYSIS OF UNIT RATES QUOTED**

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

Offer Reference No:.....

Date:.....

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

Dear Sir,

Sub : Analysis of Unit Rates Quoted  
Ref : Tender Specification No: .....

Analysis of Unit Rates quoted by us in respect of above Tender is as detailed

SN	DESCRIPTION	% OF QUOTED RATE	REMARKS
01	SITE FACILITIES VIZ., ELECTRICITY, WATER OTHER INFRASTRUCTURE.		
02	SALARY AND WAGES + RETRENCHMENT BENEFITS		
03	CONSUMABLES		
04	T&P DEPRECIATION & MAINTENANCE		
05	ESTABLISHMENT & ADMINISTRATIVE EXPENSES		
06	OVERHEADS		
07	PROFIT		
	<b>TOTAL</b>	<b>100%</b>	

Yours faithfully,

(Signature, Date & Seal of Authorized  
Representative of the Bidder)

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**FORM-12**

**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date> (hereinafter referred to as "the contract") for < Name of Work> with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
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of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at Nagpur only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
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IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank

(Designation of the Authorized Person Signing the

Guarantee)

(Signatory No.-----)

DATED:

SEAL

Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
  
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.