

TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/NGP-TRF/1758

FOR

**Running & Maintenance of BHEL Transit Flats at Shree Krishna
Apartment, Mecosabuag, Nagpur and at 5, Ratandeeep housing
Society, Byramji Town, Nagpur.**

VOL-I : TECHNICAL BID SPECIFICATION



**BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001**

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Tender Specification Issue Details

NO: BHE/PW/PUR/NGP-TRF/1758

FOR

Running & Maintenance of BHEL Transit Flats at Shree Krishna Apartment, Mecosabuag, Nagpur and at 5, Ratandep housing Society, Byramji Town, Nagpur.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

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

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)
Place: Nagpur
Date:

1758

NOTICE INVITING TENDER

(Document No PS:MSX:NIT:Rev 01 dated 1st
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/NGP-TRF/1758
ii	Broad Scope of job	Running & Maintenance of BHEL Transit Flats at Shree Krishna Apartment, Mecosabuag, Nagpur and at 5, Ratandep housing Society, Byramji Town, Nagpur.
iii	DETAILS OF TENDER DOCUMENT	
	PART- I Tender Specification Applicable	
	PART-II	
	Price Schedule (Absolute value).	Applicable
iv	Start of Sales	Start: 29/11/2017 Closes: 19/12/2017, 16.00 Hrs Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 20 /12/2017 , Time :15.00Hrs Place : BHEL-PSWR, Nagpur Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception: Nirmal P G / Asst. Engineer (Purchase) Ph: 0712-3048732, 07620919048 E-mail: nirmalpg@bhel.in Applicable

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		<p>Pratish Gee Varghese / Sr. Engineer(Purchase) Ph: 0712-3048713 E-mail: pgv@bhel.in</p> <p>P R Chiwarkar AGM /Purchase PH: 0712-3048633 E-MAIL: prchiwarkar@bhel.in</p>	
vi	OPENING OF TENDER	<p>1 hours after the latest due date and time of Offer submission</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	Rs.32,000 /- (Rupees Thirty Two Thousand Only)	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>Date: Atleast 5 days before the due date of offer submission</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below</p> <p>Mr. Nirmal P.G (nirmalpg@bhel.in)</p> <p>Contact No. 0712-3048732 /07620919048</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 (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
		<p><u>Contact details (BHEL-PSWR)</u></p> <p>1) Sri.Nirmal P.G/ Asst. Engineer (Purchase) PH: 0712-3048732, 07620919048 , E-mail: nirmalpg@bhelpswr.co.in</p>	

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- 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
- 1.0 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:-

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
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
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

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Submission of EMD to BHEL PSWR, Nagpur			Post
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2.0 **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

3.0 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
	Part-I A	
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</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>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p style="padding-left: 20px;">i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p style="padding-left: 20px;">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</p>	

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	be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only ‘QUOTED’ or ‘UNQUOTED’ against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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

	PART-II	
	<u>PRICE BID</u> consisting of the following shall be enclosed	
	<u>ENVELOPE-III</u> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	<u>CONTAINING THE FOLLOWING</u>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	

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ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
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OUTER COVER		
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none">○ Envelopes I○ Envelopes II○ Envelopes III	

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.

- 4.0 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.
- 5.0 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).
- 6.0 Void.
- 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, 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.
- 8.0 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 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.
- 9.0 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.
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Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

- 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, 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.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 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.**
- 13.0 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.
- 14.0 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.
- 15.0 Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 16.0 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.
- 17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting
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documents.

- 19.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~20.0 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:~~
- 21.0 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.
- 22.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 23.0 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	Running & Maintenance of BHEL Transit Flats at Shree Krishna Apartment, Mecosabuag, Nagpur and at 5, Ratandeeep housing Society, Byramji Town, Nagpur
TENDER NO	BHE/PW/PUR/NGP-TRF/1758

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><u>Technical</u></p> <p>Bidder must have successfully executed any of the following (Criteria B.1.1 OR B.1.2 OR B.1.3 OR B.1.4) similar Job <i>i.e. Caretaking/Running of Guest House/Hostel/Transit Flats /Canteen for any office /Institution/ Organization/ Commercial establishments /Firm /Companies/factories etc.</i> in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1.1) Bidder must have executed the similar job of cumulative value of Rs.9.6 Lakhs or consist of the service of at least 57.6 Man months in a span of 2 years (consecutive 24 months) against single or multiple work orders.</p> <p style="text-align: center;">OR</p> <p>B.1.2) Executed the Similar job of value at least Rs.12.8 Lakhs or consists of min. 76.8 man months in Single work order.</p> <p style="text-align: center;">OR</p> <p>B.1.3) Executed Similar job in Two work orders each of Rs 8.0 Lakhs or consists of the service of min. 48 man months</p> <p style="text-align: center;">OR</p> <p>B.1.4) Executed Similar job in Three work orders each of value min Rs. 6.4 Lakhs or consists of the service of min.38.4 man months.</p>	APPLICABLE	<p>1. Bidder to furnish work order & proof of work execution to establish the Technical qualifying Criteria.</p> <p>2. Bidder should have executed the similar job either of mentioned value or Provided the service of mentioned Man months to satisfy QR.B</p>

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C-1	<u>FINANCIAL TURNOVER</u> Bidders must have achieved an average annual financial turnover of Rs.4.8 Lakhs or more over last three Financial Years (FY) i.e. Financial Years 2014-15,2015-16 & 2016-17.	APPLICABLE	Bidders to submit financial statement as per sl no.3-5 of PQR explanatory notes.
C-2	<u>NETWORTH (only in case of Companies)</u> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	<u>PROFIT</u> 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	Bidder should have PAN number. (Copy of PAN card to be submitted)	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	Price Bid Opening Note: 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	
<p style="text-align: center;"><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <p>1. For the criteria (B1), actual executed value shall be considered.</p> <p>2. 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> $P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} \right\} + \left\{ 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$ <p>Where P = Updated value of work R = Value of executed work X_N = 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</p>			

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April'17 and index for Jan'17 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = 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 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: Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)
7. C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year 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@bhel.in, Ph: 0712-3048732, 07620919048

AGM Purchase, Email id: prchiwarkar@bhel.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 ---> 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 on "supplier registration page" at the following link: 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.**

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.

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- 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.
- 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 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: Sl 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 Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl 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- 5 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

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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.~~

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

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Check List (Annexure-4)

Bidder should duly fill all information in table given below;

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship (<u>Please tick (✓) whichever applicable</u>)	
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: E-mail ID:	
4	EMD DETAILS	DD No: Date : Bank : Amount:	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA 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	Declaration for relation in BHEL submitted	Applicable	YES/NO
14	Copy of GST registration Certificate (If not applicable , a declaration to be submitted by bidder)	Applicable	YES/NO
15	Bank Account Details for E-Payment submitted	Applicable	YES/NO
16	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

AUTHORIZED SIGNATORY

DATE :

1758

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



Chapter – I Work Description

BHEL is having a transit flat at two locations namely-

- 1. Shree Krishna Apartment, consisting of (Three Flats) eight bed rooms, three halls , Kitchen, etc (Main block) and (three flats) consisting of six rooms, halls, etc. in back side (additional area)**
- 2. 5, Ratandeeep housing Society, Byramji Town, Nagpur, consisting of one flat having three bed rooms, Kitchen, One dining hall, etc.**

SCOPE OF WORKS

1. CARE TAKING SERVICES:

The contractor will provide round the clock attendant services at Guest House. Attendant services will include issue of cleaned, washed, dried, Blankets, Towels, etc. every day and other materials required by occupants of the Guest House from time to time. They will be also responsible for accounting of issues and returns and reporting on losses and damages. Contractor will also provide round the clock reception services. Reception services will include allotment of rooms to the guests, getting the necessary entries made in the records on arrival and departure of guests.

Caretaking Services shall include:-

- (a). To maintain Guest House with all bed rooms with attached toilet cum bath rooms, Kitchens, drawing and dining halls etc.
- (b). To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide odonil in bath rooms, etc.
- (c). To provide one Bathing soap (Dettol or equivalent 10 Rs pack) for guests.
- (d). To provide clean and washed towels, bed spreads, pillow covers for guest and the same shall be changed once in three day or on arrival of a new guest, whichever is earlier.
- (e). To maintain the complete Guest House and the common place of use in hygienic clean condition at all time
- (f). To comply with all the rules and regulations in respect of all the labour laws and statutory requirements including the safety regulation.
- (g). Preparation of breakfast, Lunch, Snacks and supper, tea and coffee, etc. for guests. The Contractor shall be responsible for procurement of raw materials and ingredients. The rates of Breakfast/Lunch/dinner, etc. shall be discussed with the contractor mutually and finalized.

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Payment on this account shall be collected by contractor from guests directly as per Annexure-I.

- (h). Supervision of the Guest House on a daily basis and see the upkeep of premises.
- (i). Manage the arrival of VIPs and meeting & dinner hosted at Guest House.
- (j). Complete the Check-in and Checkout formalities of guests.
- (k). Preparation of bills and collection of charges from guests and deposit amount in BHEL Account Section along with the monthly bills.
- (l). Liaisoning with the BHEL Officer-in-charge for the allotment of rooms.
- (m). Maintenance of occupancy registers on daily basis.

The exact inventory of the items shall however be taken and recorded by BHEL at the time of handing over the job. Any other material/equipment required by the contractor for the day-to-day working i.e. consumables like soap/ shampoo/detergents etc., shall be purchased and made available by contractor. The cost of consumables shall not be reimbursed to the contractor. The contractor will be responsible to maintain all provided items in service condition at his own cost.

2. HOUSEKEEPING & CLEANING SERVICES:

Housekeeping and cleaning works at Guest House include:

- (a) Dusting of furniture, walls, TV sets, Tables, Refrigerator and removal of cobwebs etc.
- (b) Cleaning of all rooms, corridors, removal and quick disposal of garbage and kitchen wastes.
- (c) Maintenance of the dining hall at BHEL mess.
- (d) Removal of tainted material & dust from floors, rooms, verandah, kitchen, toilets, etc
- (e) Maintenance of surfaces of building, porcelain fixtures, plastic/ PVC fixtures, brass/ metal fittings and tiles.
- (f) Maintenance of beds, providing clean linen, blankets, towels, soaps etc. to guests daily.
- (g) Keep the rooms ready to occupy.
- (h) Providing materials in each rooms, listed in Annexure-IX on daily basis to occupants.
- (j) Any other job assigned by BHEL from time to time.

3. LAUNDRY SERVICES

- (a) BHEL will provide basic infrastructure, free electricity, water, etc to facilitate the laundry services. However, contractor will arrange the detergent powder for washing machine, washing soap, steam iron, iron board, etc.
- (b) Cleaning of bed sheet and towel of all 14 rooms every day.
- (c) The contractor will provide laundry and ironing services to guests on payment basis. Ironing services will be provided to guests within 1 hour on payment basis
- (d) Cloth washing services to guests will be provided, preferably on the same day or the next day, depending upon the urgency and requirement of guest on payment basis
- (e) Wherever, dry-cleaning will be required, contractor will arrange it from local market on payment basis
- (f) **Providing laundry services to guests as per scheduled rates given in Annexure-II**

The following services are to be provided by the Agency in general:

- 1) To maintain all the areas at both the locations (all room with attached toilet cum bath rooms), Kitchen, drawing and dining halls etc.
- 2) **To provide services of Minimum three persons, viz, One Supervisor, One Cook and One Helper at Shree Krishna Apartment with proper uniform, round the clock and One Cook at 5, Ratandeeep housing Society, Byramji Town, Nagpur, with proper uniform, round the clock.**
- 3) The complete areas under contract shall be cleaned regularly every day using necessary cleaning materials etc.
- 4) To provide liquid mosquito repellent in all the rooms, replace the same as and when required, provide odonil in bath rooms, etc.
- 5) To provide clean and washed towels, bed spreads, pillow covers for guest and the same shall be changed once in three day or on arrival of a new guest, whichever is earlier.
- 6) TDS as applicable shall be deducted and Certificate to the effect shall be issued. GST as applicable shall be paid extra, subject to producing proof of remittances by the agency.
- 7) Offer is sealed cover to be submitted under two bid basis, one sealed envelope containing EMD, previous experience details & the Tender Specification duly signed by the agency (Comml Bid) & another envelope containing only Price bid, filed in the enclosed proforma.

4. GENERAL

- 1) Initially the contract shall be awarded only for 3 Months under trial basis. On satisfactory completion of initial trial period the contract shall be awarded for one year including the three months trial period awarded earlier. Thereafter the contract shall be extended/may considered for a further period of one more year on same rate & terms of conditions.
- 2) The contractor shall maintain the complete premises in hygienic condition all the time
- 3) No Gas connection shall be provided by BHEL. Commercial gas connection & stove depending upon the requirement (and refills) are to be arranged by the caterer.
- 4) Quality, quantity of food and promptness of service is the essence of the contract to be rendered by the caterer. In case the same is found to be poor BHEL has the right to terminate the contract without assigning any reasons there off.
- 5) Contractor shall produce the bill with all necessary enclosures on monthly basis to HR dept and payment will be made within 30 days of receipt of bill.
- ~~6) Vendors may seek clarification from BHEL before quoting and the vendors will be deemed to have understood the entire scope of the work. Any interpretation of the terms and conditions of this tender by BHEL will be binding on the vendor.~~
- ~~7) Bidder should submit a copy of PAN Card.~~
- ~~8) The quotations are to be submitted in a sealed cover with the price bid (Annexure II) with rates quoted and signed by the vendor.~~
- 9) Offers received without the EMD shall be rejected. EMD of unsuccessful bidders shall be refunded after award of work/ conclusion of tender. Earnest Money Deposit shall be returned to all un-successful tenderers only through **e-mode (Electronic Fund Transfer)** . Necessary e-payment form is enclosed with this tender. This form shall be duly filled and submitted along with the offer (Original Forms should be submitted).
- 10) Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as per clause no. 1.10 of General Conditions of Contract:
- 11) BHEL has no responsibility whatsoever on the Contractor's employees and the Contractor will be solely responsible for managing his employees. In the event of any dispute between the Contractor and his employees, the Contractor alone will be responsible for settlement of any claim and consequences that may arise out of any such dispute, whether statutory or otherwise.

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- 12) BHEL reserves the right to terminate the contract without assigning any reason and compensation by giving one month's notice if it is found that the services are not satisfactory.
- 13) The contractor should bear in mind that the services to be rendered for running and maintenance of transit flats must be trouble free and to the entire satisfaction of BHEL. It is the responsibility of the contractor to deploy efficient manpower.
- 14) Accepted rates (Service Charge) shall be inclusive of all taxes, duties etc. except Service Tax which shall be paid by BHEL separately at actual on submission of supporting documents.
- 15) The Contractor shall be solely responsible for providing all requirements of his personnel, including Payment of wages and all allowances to it's employees as per the Maharashtra Governments Minimum Wages Act.

Facilities in the Scope of Contractor/BHEL

1) ITEMS TO BE PROVIDED BY THE CONTRACTOR:

IN EACH ROOM

- ❖ White bed sheet
- ❖ White Pillow Cover
- ❖ White Towels
- ❖ White Hand Napkins
- ❖ Hangers in Wardrobes
- ❖ Liquid Mosquito Repellant in each room and at Halls
- ❖ Water jugs with glass & Lid in a small tray'
- ❖ Two Nos plastic buckets & Mugs in both rooms & WC
- ❖ Plastic soap case in the Bath rooms

BATHROOMS

Contractor has to provide following items on daily basis in rooms on guests' arrival:

- Bath Soap (Lux, Dove, etc)
- Odonil in every Bathroom
- Toilet liquid soap (Dettol/ Lifebuoy) with dispenser

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- Shampoo Sachet- Sunsilk /Clinic plus/H&S
- Toilet paper of good quality & brand
- Hair Oil
- Comb

BEDROOM (In scope of Contractor)

- Candle and Match Box.
- Room Freshener.
- Shoe Shine Polish/Brush.
- Insect Repellent Machine with refill.
- Fresh Bed sheet & Pillow cover every day.
- Water Jug
- Any other item/items as specified by authorized officer of BHEL/PSWR

2) ITEMS PROVIDED BY B.H.E.L.

- ❖ Cots
- ❖ Mattresses
- ❖ Pillows
- ❖ Writing Table with Chair
- ❖ Curtains
- ❖ Dining Tables with Chairs
- ❖ Water Cooler
- ❖ Fridge
- ❖ Sofa Sets with Centre Tables
- ❖ Cup Boards
- ❖ Bed Side Tables
- ❖ Televisions (As per requirement)

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Note:

1. Agency to provide Cable connections to all TVs, take reimbursement against producing the bills.
2. Agency to provide Newspapers, dailies, etc. as per the requirement and take reimbursement against producing the bills.
3. All routine maintenance, both electrical & civil including consumables viz. Bulbs, Tubes, cleaning material, etc. except major repairing works, shall be carried out by the agency.
4. Common maintenance charges, Electricity & Water charges shall be provided by BHEL.

Penalty:-

The Guest House Maintenance along with preparation and serving of lunch is the primary responsibility of Contractor. In case of failure from the subject services on the part of the contractor, BHEL reserves the right to impose penalty on the contractor for that particular day.

1. Any complaint regarding non-maintenance of guest house or non-providing of any material listed in annexure-IX, shall attract a flat penalty of Rs. 100/-* on the contractor for each incidence
2. Any complaints of insects and/or foreign object (hair, rope, cloth, plastic, etc.)/ Hard and/or sharp objects like glass pieces, nails, hard plastic etc found in any food item would invite a fine of Rs. 1000/- on the contractor for each incidence.
3. The complaint of unclean utensils in a day would lead to a fine of Rs. 200/-* on the contractor for each incidence.

* First violation of the rule implies fine as per the rule.

* Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the contractor.

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ANNEXURE-I

RATE LIST FOR BHEL GUEST HOUSE

Sl.No	Menu	Rate (₹)
1	Tea	7
2	Coffee	7
3	Milk 1 Glass	10
4	Omelet (1 egg) with sauce	10
5	Omelet (2 eggs) with sauce	15
6	Sealed mineral water/ Ice cream/ Soft drink	On actual basis (MRP)
7	Break Fast with Tea	25
8	Break Fast without Tea	20
9	Veg Food: 1.Basmati Rice/Pulao/ Veg Biryani, 2.Poori/ Chapati/ Tandoori/ Butter Nan, 3. Dal Fry/ Kadhi Pakaudi/ Dal tadaka, 4.Seasonal vegetables-(2 nos) a. Dry Vegetable, b.Curry Vegetable- 5. Papad 6.Green salad 7.Pickles, 8.Raita/Curd, 9.Sweet/Ice cream/ Lassi/Fruits/ Fruit Juice (Twice in a week)	50
10	Non-Veg Food: All items mentioned in point no-9 plus Chicken/Fish/Mutton 150 gms	100

Note:

1. Above prices include all kind of material cost and taxes. Contractor will provide all kind of packaged food items i.e. soft drink, cookies, chips, fruit juice, etc on printed rates only.

2. In addition to above, the contractor will be required to provide extra food facilities against additional payment basis to the residents of Guest House in respect of items not covered under the Basic Meal Plan.

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ANNEXURE-II

SCHEDULE OF RATES TO PROVIDE LAUNDRY SERVICES TO GUEST

Sl.No	Items	Only Washing (Rs.)	Only Ironing (Rs.)	Washing & Ironing
1	Trousers	3	3	5
2	Shirts/T-Shirts	3	3	5
3	Towel	5	5	10
4	Handkerchief	2	2	4
5	Saree	5	5	10
6	Shorts	3	3	5
7	Jeans	5	5	10
8	Salwar-Kameez	5	5	10

Chapter-II Taxes & Duties

2.0 TAXES, DUTIES, LEVIES (Rev 12 dated 23/10/2017)

For works other than enabling work

- 1) All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
- 2) Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.

3) GST :

GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.

The successful bidder shall furnish proof of GST registration. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

- 4) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- 5) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below :-
BHEL GSTN – As per **annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
- 6) Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.

Chapter-II Taxes & Duties

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

- 7) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- 8) Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice.
- 9) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 10) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 11) Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

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

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

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

Chapter-II Taxes & Duties

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

- 13) For transportation work, GST is payable under reverse charge and same shall not be paid to bidder, however in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Bidder shall provide necessary assistance required by BHEL to avail credit of GST.
- 14) **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
- 15) **TDS under GST (as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills.**
- 16) Refer Annexure – 2 for BOCW Act & Cess Act.

Annexure-1

State wise GSTIN no.s of BHEL

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

ANNEXURE-2

BOCW Act & Cess Act

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of

Chapter-II Taxes & Duties

Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.

3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.

4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.

5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.

6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

- (i) Number of Building Workers employed during preceding one month.
- (ii) Number of Building workers registered as Beneficiary during preceding one month.
- (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
- (iv) Remittance of Contribution of Beneficiaries made during the preceding month

9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996

Chapter-II Taxes & Duties

under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.

12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

Chapter-III Forms

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

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

Chapter-II Forms

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

Chapter- III Forms

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)

Chapter- III Forms

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:

Chapter- III Forms

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

Chapter- III Forms

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(✓) 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.

Chapter- III Forms

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 MICR 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

Chapter- III Forms

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

Chapter- III Forms

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