

## TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/HQ-AC-AMC/2175

FOR

**Annual Maintenance Contract for Operations &  
Maintenance of ACs at BHEL/PSWR, Nagpur.**

**VOL-I: TECHNICAL BID SPECIFICATION**



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

CONTENTS			
VOLUME NO	DESCRIPTION		HOSTED IN WEBSITE BHEL.COM AS FILES TITLED
NIL	TENDER SPECIFICATION ISSUE DETAILS		(PART OF <b><u>VOL-IA-2175</u></b> )
NIL	NOTICE INVITING TENDER		(PART OF <b><u>VOL-IA-2175</u></b> )
I-A	TAERMS & CONDITIONS OF CONTRACT		<b><u>VOL-IA-2175</u></b>
II	PRICE BID SPECIFICATION		<b><u>VOL-II-2175</u></b>

2175

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



**NOTICE INVITING TENDER (NIT)**  
**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES**

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/HQ-AC-AMC/2175
ii	Broad Scope of job	<b>Annual Maintenance Contract for Operations &amp; Maintenance of ACs at BHEL/PSWR, Nagpur for a period of 24 Months.</b>
iii	DETAILS OF TENDER DOCUMENT	
Vol-I - Tender Specification Applicable		
Vol-II- Price Bid Specification- Applicable		
iv	Issue of Tender Documents	<b>Date: 27/08/2019</b> <b>Through BHEL Web Portal <a href="http://www.bhel.com">www.bhel.com</a></b> Tender documents will be available for downloading from website till due date of submission
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date :17/09/2019 , Time :15.00Hrs</b> <b>Email/<del>registered post/by hand</del> only</b> <b>Place : Through E-mail <a href="mailto:tapishkhandelwal@bhel.in">tapishkhandelwal@bhel.in</a> <a href="mailto:vivekjha@bhel.in">vivekjha@bhel.in</a> <a href="mailto:prchiwarkar@bhel.in">prchiwarkar@bhel.in</a></b> <b>Please note that tender has to be submitted through E-mail only. <i>Tender in any other form shall not be accepted</i></b>
vi	OPENING OF TENDER	<b>Date :17/09/2019 , Time :16.00Hrs</b>

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

		<b>1 hours after the latest due date and time of Offer submission</b> <i>Notes:</i> (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.	
vii	<b>EMD AMOUNT</b>	<b>Rs.17,500 /- (Rupees Seventeen Thousands Five Hundred Only)</b> <i>(MSE Bidders are exempt from paying EMD, Bidder need to furnish proof against the same)</i>	Applicable
viii	<b>COST OF TENDER</b>	NA	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<b>Date: At least 3 days before the due date of offer submission</b> Along with soft version also, addressing to undersigned & to others as per contact address given below <b>Tapish Kumar , Dy Manager (Purchase)</b> <b>Ph: 0712-3048732/ 9010903666</b> <b>E-mail: <a href="mailto:tapishkhandelwal@bhel.in">tapishkhandelwal@bhel.in</a></b>  <b>Viveka Nand Jha, Dy Manager (Purchase)</b> <b>E-mail: <a href="mailto:vivekjha@bhel.in">vivekjha@bhel.in</a></b>	Applicable
X	<b>Pre-Bid Discussion</b>	<b>Not Applicable for this tender</b>	
xi	<b>Latest updates</b>	<b>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</b>	
		<b>Contact details (BHEL-PSWR)</b> <b>Viveka Nand Jha, Dy Manager (Purchase)</b> <b>E-mail: <a href="mailto:vivekjha@bhel.in">vivekjha@bhel.in</a></b>  <b>Tapish Kumar , Dy Manager (Purchase)</b> <b>Ph: 0712-3048732 /9010903666</b> <b>E-mail: <a href="mailto:tapishkhandelwal@bhel.in">tapishkhandelwal@bhel.in</a></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.

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

~~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 favor 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 given below

- I. EMD can be paid in cash deposit (as permissible under extant Income Tax Act) before tender opening,
- II. EMD can be paid through Banker's cheque/Pay order/Demand Draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (Along with the offer).
- III. Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account have been furnished below.
- IV. Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).

**Note: In addition, the EMD amount in excess of Rs. Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at-least six months.**

- V. No other form of EMD remittance shall be acceptable to BHEL

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	FDR	DD/Pay Order
Proof of EMD along with the offer	Receipt of Amount Transferred	Receipt of cash deposit at	Scan Copy has to be uploaded	Scan Copy has to be uploaded

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

Submission of EMD to BHEL PSWR, Nagpur	into BHEL Account	BHEL office	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	Original DD/ Pay order to be sent through Registered Post
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5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

5.1 Bidders have to submit their offer through **Email/~~registered post/by hand only~~** and following documents are required as Bidders offer:

- I. 'No deviation Certificate' as per Sl No 5.2
  - II. Proof of EMD as per Sl No 5.3 below
  - III. All documents mentioned in Check list (Annexure 4 of this NIT)
  - IV. Password Protected "Price Bid" as per SL No 5.4 (Part-II)
- (Part-I)

5.2 Bidder has to submit "**No deviation certificate**" on or before the due date as indicated (Note: Submission of "No deviation certificate" would imply bidder's compliance with all the NIT terms and conditions.)

5.3 Proof of EMD viz Copy of Cash receipt issued by BHEL of requisite amount, Fixed Deposit Receipt (FDR) issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL), copy of receipt of Electronic Fund Transfer of requisite amount or scanned copy of Banker's cheque / Pay order / FDR / Demand Draft, through email along with 'No Deviation Certificate' and other documents on or before the due date as indicated. However in case of EMD remittance through Banker's cheque / Pay order / FDR / Demand Draft, same shall be submitted to BHEL before Price Bid Opening. Any delay beyond a reasonable time will lead to the disqualification of the bidder.

5.4 **Password Protected Price bid** shall be submitted through email (password protected) ~~in hard (in separate sealed cover)~~ on or before the due date as indicated. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later. Price bid shall be opened upon completion of part – I documents.

5.5 The email offer shall be addressed to following mail ids

- I. [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in)
- II. [vivekjha@bhel.in](mailto:vivekjha@bhel.in)
- III. [navinks@bhel.in](mailto:navinks@bhel.in)
- IV. [manisht@bhel.in](mailto:manisht@bhel.in)
- V. [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in)

- Bidders are not required to submit any other documents other than those detailed in Sl No. 5.1

The Tenderers must submit their Tenders, as detailed below:

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- PART-II (Price Bid)

The contents of the offer/tender are as given below. **(All Documents to be signed and sent through E-mail)**

SN	Description	Remarks
	<b>Part-I A</b>	
i.	Covering letter/Offer forwarding letter of Tenderer (Provided elsewhere in the technical bid)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>Note:</b> <ol style="list-style-type: none"> <li>In case of any deviation, the same should be submitted separately, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> <li>In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ol> </li> </ol>	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that a credential certificates issued by clients shall distinctly bear the name of organization, contact phone no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/Errata etc. pertinent to this NIT.	
v.	<del>Integrity Pact Agreement (Duly signed by the authorized signatory)</del>	
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : Technical 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.	<del>Volume – I C : General Conditions of Contract (GCC)</del>	
xi.	<del>Volume – I D : Forms &amp; Procedures</del>	
xii.	<del>Volume – IE: Technical Specifications and Plot Plan</del>	
xiii.	<del>Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item</del>	
xiv.	Any other details preferred by bidder with proper indexing.	

	<b>PART-I B</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <b>OR</b> <b>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</b>  <del>2. Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)</del>	



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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

	Note: Refer Clause No-3 and 4 of NIT for further details	
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	PART-II	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

- **SPECIAL NOTE: All documents/ annexures to be submitted should be through E-mail. BHEL shall not be responsible for in-complete documents.**

- 6 Void
- 7 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 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 Void.
- 10 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 For any clarification on the tender document, the bidder may seek the same ~~in writing or~~ through e-mail, by mentioning NIT No, reference clause of tender document and Bidder's query 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~~ network 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 ~~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 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 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

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- ~~15 — 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 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-1 (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 — In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.~~
- 18 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 — 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 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents. For the tenders requiring services of Original supplier of equipment/services, offer is preferred from the OEM/Principal. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/supplier in the same tender. Moreover, either the agent could bid on behalf of manufacturer / supplier or manufacturer / supplier could bid directly but not both. In case bids are received from both manufacturer / supplier and the agent, bid from agent shall be ignored.
- 22 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- ~~23 — 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 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

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25 The bidder may have to produce original document for verification if so decided by BHEL.

26 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 Purchase

**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

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

<b>JOB</b>	Annual Maintenance Contract for Operations & Maintenance of ACs at BHEL/PSWR, Nagpur for a period of 24 Months.
<b>TENDER NO</b>	<b>BHE/PW/PUR/HQ-AC-AMC/2175</b>

<b>SL NO</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Name and Description of qualifying criteria</b>	<b>Remarks</b>
A	Submission of Integrity Pact duly signed (if applicable)	<b>NOT APPLICABLE</b>	
<b>B</b>	<p><b><u>Technical</u></b>  Bidder must have successfully executed any of the following ( Criteria B.1 to B.3) similar Job (Providing Services of Maintenance of Air Conditioners at offices/Town ship/Commercial establishments ) in the last seven (7) years as on latest date of bid submission:-</p> <p>B.1) Executed one Similar job of Rs. 7.0 Lakhs or more against Single work order  <b>OR</b>  B.2) Executed Two Similar jobs each of Rs. 4.37 Lakhs or more against 2 work orders.  <b>OR</b>  B.3) Executed Three similar jobs each of Rs.3.50 Lakhs or more against 3 work orders.</p>	APPLICABLE	<b>1. Bidder to furnish work order &amp; proof of work execution to establish the Technical qualifying Criteria.</b>
C-1	<p><b><u>FINANCIAL TURNOVER</u></b>  Bidders must have achieved an average annual financial turnover of <b>Rs. 2.63 Lakhs</b> or more over last three Financial Years (FY) ) i.e. Financial Years <b>2015-2016, 2016-2017 and 2017-2018</b></p>	APPLICABLE	
C-2	<p><b><u>NETWORTH (only in case of Companies)</u></b>  Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be</p>	APPLICABLE	

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

	positive.		
C-3	<b><u>PROFIT</u></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 &amp; GST Registration. (Copy of PAN card &amp; GST Registration certificate 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	
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	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>For the criteria B.1, B.2 &amp; B.3 actual executed value shall be considered.</li> <li><b>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.</b></li> <li>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.</li> <li>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.</li> <li>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) .</li> <li>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.</li> <li>Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission.</li> <li><b>'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</b></li> </ol>			

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

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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**

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

**Postal Address:**

AGM /Purchase BHEL PSWR,  
SRIMOHINI COMPLEX, 345 KINGSWAY, NAGPUR 440001, INDIA

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

- a) AGM Purchase, Email id: [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in) Ph: +91 – 712 – 3048633
- b) Dy Manager Purchase, Email: [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in) Ph: +91-712-3048732/9010903666
- c) Dy Manager Purchase, Email: [vivekjha@bhel.in](mailto:vivekjha@bhel.in) : +91 – 9429198214

- 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 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%20registration/pdf/Suspension%20guidelines%20adbridged.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/HQ-AC-AMC/2175**

**DT: 27/08/2019**

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: 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- 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~~



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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

~~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**

- Security Deposit means the security provided by the Contractor towards fulfilment of any obligations

in terms of the provision of the contract. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work. The total amount of Security Deposit will be **5 % of the Contract Value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit

- **Modes of Security Deposit:** The balance amount to make up the required Security Deposit of 5 % of the contract Value may be furnished in any one of the following forms

i) Cash (as permissible under the extant Income Tax Act)

ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic

Fund Transfer, in favour of BHEL.

iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies

Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.

iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL.

v) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL).

- **Remittance of Security Deposit:** At least 50 % of the required Security Deposit, including the EMD, shall be submitted **before start of work**. Balance of the Security Deposit can be

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

**T.S. NO BHE/PW/PUR/HQ-AC-AMC/2175**

**DT: 27/08/2019**

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submitted by way of deduction of 10% of the gross amount progressively from each running bills of the contractor till the total amount of the required Security Deposit is collected.

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

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

- **Delay in 1st submission of SD:** SD is to be furnished by the vendor before start of work. No payment will be released till SD is submitted by the vendor.  
However if requested by the vendor, cash recovery equivalent to SD value to be made from the running bills submitted by the vendor. In such case, recovery of interest calculated @SBI PLR +2% on amount equivalent to SD value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).
- The Security Deposit shall not carry any interest
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee (by contractor) in acceptable form, but only once, before completion of work, at the discretion of BHEL.
- The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the fulfillment of all contractual obligations as per terms of the contract.
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.
- **RETURN OF SECURITY DEPOSIT** Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of contract, after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

**Note:** Format for BG in lieu of Security deposit shall be provided on request.

**Annexure-3**

**MSE ANNEX**

**To be 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 on date \_\_\_\_\_ 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**

**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 (√) 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/ <del>Not Applicable</del>	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 (Id tender is signed other than Proprietor, Managing Partner, Director)	Applicable	YES/NO

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

AUTHORIZED SIGNATORY

2175

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



***Job: Annual Maintenance Contract for ACs including Bluestar Make centralized ACs (3Phase) at BHEL/PSWR, Nagpur.***

Dear Sir(s),

We are pleased to invite your tenders, in sealed covers for the subject work. The terms & conditions of the tender are mentioned below:

**1. Location:** BHEL/PSWR, Hqrs, & Transit Flats at Nagpur

**2. Scope of Work:**

1. There are 04 nos of Ductable Split ACs (7.5 tons capacity, 3 phase), 04 nos of Ductable Split ACs (11 tons capacity, 3 phase), 52 nos. of Split ACs & 05 nos. of Window ACs machines of various makes viz. Voltas/ LG/ Blue Star/ Carrier/ Hitachi/ Godrej etc. These machines are installed at various locations in Nagpur viz BHEL, Hqrs, & Transit Flats. The quantities as mentioned here is minimum assured quantity and shall be increased depending upon the future requirement.

The details of ACs are provided in Annexure-A. The number of ACs to be maintained may increase so the payment shall be made for actual number of machines being maintained. In case of any increase in the minimum assured quantity as per the Annexure A, bill for the additional quantity shall be raised separately on completion of the quarter on pro rata basis.

2. It is obligatory on the part of successful bidder to accept the increased quantity of functional AC machines on existing rates, terms & conditions basis.
3. Wet service of the all the AC machines shall be done two times during the summer season as per time schedule given by BHEL. The wet service shall include checking of electrical connections, checking of stabilizer, washing of cooling coils and condenser coils, oiling of motor, checking the compressor and measuring the grill temperature.
4. Dry service of all the ACs will be done two times during the summer season as per time schedule to be given by BHEL. The dry service shall include cleaning of the air filter and grill.
5. The remedial or breakdown maintenance shall have to be undertaken by you as and when complaint is lodged. All the complaints should be attended within 4 (four) hours from the time of lodging complaints or else you may be penalized for delay at the rate of 1% of quarterly AMC value per day.
6. Fitment of components as necessary and cleaning of filters including descaling of 3 phase AC machines (descaling compound shall be provided by BHEL)
7. Change of operation mode as per seasonal change as and when required.
8. Checking of pumps, motors, valves, electrical panels, internal cabling etc., service of pumps of 3 Phase AC machines as and when called for.
9. All spares & consumables related to AC machines shall be under the scope of vendor only. It may please be noted that the parts to be replaced shall be of the original supplier of the machine only.

**Technical Conditions of Contract**

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10. The maximum time permissible for resolving an issue is 48 (forty eight) hours beyond which you will be penalized for delay at the rate of 1% of quarterly AMC value per day. However total penalty for the entire duration of contract shall not exceed 10% of the total contract value.
11. If an AC machine or a part of an AC machine is found to be faulty and needs to be taken to workshop for repair which may take more than 48 (forty eight) hours, standby machine shall have to be provided by you, at no extra cost, before taking the machine / part out for repair. In such case, the maximum permissible rectification time will be 7 (seven) days from the day complaint was lodged.
12. All spare parts required for maintenance such as selector switch, thermostat, starting and running capacitor, contactor, starting relay, wiring, power cable, jute air filter, cooling coil blower fan, condenser fan capacitor, expansion valve etc. shall have to be provided by you at no extra cost.
13. Stabilizer, remote, remote sensor, fan motor and PCB shall have to be repaired and required spares are to be supplied by you at no extra cost.
14. Gas filling shall be done by you at no extra cost.
15. Repair of electrical wiring up to DP switch shall have to be undertaken by you at no extra cost.
16. Reciprocating compressor shall have to be repaired by you and required spares are to be supplied by you at no extra cost. The compressors which are under warranty shall be repaired by the concerned OEM. Removing of such compressors and re-installation after repairs shall have to be undertaken by you at no extra cost. **Rotary compressor if required shall be provided by BHEL.**
17. All tools and tackles required for maintenance work shall have to be provided by you at no extra cost.
18. Any machine damaged due to mishandling by the persons deputed by you shall have to be restored back to its original condition by you at your own cost.
19. If a machine is declared non-repairable by you and needs to be replaced with a new machine, then BHEL reserves the right to verify your claim by obtaining a second opinion from some other AC service technician at your risk and cost. In such a case, if the machine is repaired by other technician then the cost of repair shall be borne by you.
20. You or your work force will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.

**3. Evaluation criteria:**

1. On the date of opening of tender, only technical bid shall be opened.
2. The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date.

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Technical Conditions of Contract**

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3. The price bids shall be opened after obtaining password of password protected price bids from the concerned bidders through email.
4. **In the price bid, for the convenience of bidders, BHEL has designed an excel sheet with all requisite formulae (percentage break up etc.). The bidders are required to quote lump sum rate for 12 months AMC only. Required value under each head of AC Machines shall be derived automatically based on the formulae so fixed. However, the lump sum price so quoted by the bidder shall be doubled for two years of contract.**
5. The ranking of the bidders shall be made **on the basis of total amount calculated for two years** from the item wise rates quoted by the bidders.
6. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 (lowest) rate is arrived.
4. **Contract Duration:** The validity of contract will be for 2 years from the date of start of work.
5. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
6. **Quantity:** The quantities of all AC machines are provided in Annexure A.
7. **Payment Terms:**
  - a) Payment shall be made after successful completion of services during every quarter.
  - b) Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
  - c) Bill for the additional quantity i.e. over & above as detailed in Annexure A, shall be raised separately on completion of the quarter on pro rata basis. For Example, say 02 nos Split AC machines (2TR) increased after 05 months period then billing for the same shall be as under:  
  
1<sup>st</sup> bill (for 01 months): Arrived price against Split AC machines (2TR)/12 X 1  
  
2<sup>nd</sup> & Subsequent bills (After quarter completion): Arrived price against Split AC machines (2TR)/12 X 3.
  - d) No advance payment or the payment for mobilization of work will be made to the contractor.
  - e) Tax invoice raised by the contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 15 days by NEFT/RTGS from the date of receipt of in discrepant bill.
  - f) All payment will be subject to deduction of taxes at source as per rules.

The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

**Penalty:** As per point no. 5 & 10 in Clause 2 (Scope of work) of TCC
8. You or your work force will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.



BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Technical Conditions of Contract**

---

- 9. Termination of contract:** If at any time the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have served as and when sent to the address given in the tender. In such a case, the Security Deposit shall be forfeited.
- 10.** No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
- 11.** All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 12. Arbitration:** In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.
- Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at Nagpur only.
- 13. Laws governing the contract:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract
- 14. Jurisdiction of court:** Courts at Nagpur shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract (s) to which these conditions are applicable.
- 15. Risk Clause:** In case the contractor does not accept the work awarded to him or does not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

**16. TAXES, DUTIES, LEVIES (Rev 13 dated 05/11/2018)**

- 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.

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Technical Conditions of Contract**

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- 3) **GST** : The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- 4) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- 5) 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.

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

- 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 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.
- 9) 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.
- 10) 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.
- 11) **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

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Technical Conditions of Contract**

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extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

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

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

- 12) For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 13) **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.**
- 14) **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
- 15) 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:

**Technical Conditions of Contract**

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

**Technical Conditions of Contract**

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

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Technical Conditions of Contract**

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**Annexure A**

	BHEL HQ NAGPUR ACs LIST				
SR.NO	AC TYPES	QTY.	BRAND	TONNAGE	REMARKS
1	PAKAGE	4	BLUESTAR	11	Ductable package
			BLUESTAR	11	Ductable package
			BLUESTAR	11	Ductable package
			BLUESTAR	11	Ductable package
	PAKAGE	4	BLUESTAR	7.5	Ductable package
			BLUESTAR	7.5	Ductable package
			BLUESTAR	7.5	Ductable package
			BLUESTAR	7.5	Ductable package
	TOTAL	8			
2	SPLIT	7	BLUESTAR	2	Hi-wall
		4	BLUESTAR	1.5	Hi-wall
		12	VIDEOCON	1.5	"
		2	VOLTAS	3 &2	
		3	LG	1.5	Inverter AC
		1	BLUESTAR	2	
		2	BLUESTAR	1.5	
		1	BLUESTAR	1	
		3	GODREJ	1.5&2	
		2	KENSTAR	2	
	TOTAL	37			
3	WINDOW	1	VIDEOCON	2	
		3	AMTREX	2	
	TOTAL	4			

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
**Technical Conditions of Contract**

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**BHEL GUEST HOUSE AT SHRI KRISHNA APARTMENT**

SR.NO	AC TYPES	QTY.	BRAND	TONNAGE	REMARKS
1	SPLIT	9	CARRIER	1.5	
2	SPLIT	1	TOTAL LINE	1.5	
	Total	10			

**VIP GUEST HOUSE BAIRAMJI TOWN NGP**

SR.NO	AC TYPES	QTY.	BRAND	TONNAGE	REMARKS
1	SPLIT	4	O GENERAL	1.5	
2	SPLIT	1	LG	1.5	
3	window	1	O GENERAL	1.5	
	Total	6			

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

**Forms**

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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)



**Forms**

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**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))

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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.

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

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**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

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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.

**Bidder**

**Authorised Representative of**

Signature:

Name :

Address :

Place:

**Forms**

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**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)

**Forms**

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DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

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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:

**Forms**

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**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**

**Forms**

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**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 action against the Bidder/Contractor.

**Forms**

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**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**

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

**Forms**

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**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