

**NOTICE INVITING e-TENDER (NIT)**

**TENDER SPECIFICATION No.  
BHE/PW/PUR/BWT6-PEB-SHED/2196**

**FOR**

**DISMANTLING OF 01 NO. EXISTING CLOSED PEB STORE SHED (DISMANTALABLE TYPE, 60MX15M) AT BHEL'S KORADI R&M#6 SITE AND TRANSPORTING, UNLOADING, RE-ERECTION AND HANDING OVER THE COMPLETE SHED IN ALL RESPECT TO BHEL AT 1X660 MW BHUSAWAL#6 SITE, DEEPNAGAR, BHUSAWAL, MAHARASHTRA.**

**VOLUME- I  
(TECHNICAL BID)**

**VOLUME-I CONSISTS OF:**

- Notice Inviting Tender
- Volume I A - Technical Conditions of Contract,
  - Techno-Commercial Compliance sheet (Part of Volume IA)
- Volume I B - Special conditions of Contract
- Volume I C - General conditions of Contract
- Volume I D – Forms

**VOLUME-II CONSISTS OF:**

- Price Bid Specification



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

Bharat Heavy Electricals Limited : PSWR : Nagpur  
Tender Specs. No. **BHE/PW/PUR/BWT6-PEB-SHED/2196**

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# Tender Specification Issue Details

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

**E-TENDER SPECIFICATION NO - BHE/PW/PUR/BWT6-PEB-SHED/2196**

## ISSUE DETAILS

### NAME OF THE WORK:

**DISMANTLING OF 01 NO. EXISTING CLOSED PEB STORE SHED (DISMANTALABLE TYPE, 60MX15M) AT BHEL'S KORADI R&M#6 SITE AND TRANSPORTING, UNLOADING, RE-ERECTION AND HANDING OVER THE COMPLETE SHED IN ALL RESPECT TO BHEL AT 1X660 MW BHUSAWAL#6 SITE, DEEPNAGAR, BHUSAWAL, MAHARASHTRA.**

**LAST DATE & TIME FOR SUBMISSION OF COMPLETED OFFERS:** PLEASE OBTAIN THE LATEST DETAILS FROM OUR OUR E-PROCUREMENT PORTAL <https://bhel.abcprocure.com>

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

M/s.....

.....

.....

(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE :

## NOTICE INVITING TENDER (NIT)

### NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITE  
AND

SUBMIT OFFER ON PORTAL <https://bhel.abcprocure.com>

Dt.21/09/2019

To,

Dear Sir/Madam,

**Sub : NOTICE INVITING E-TENDER**

Offers are invited in two part bid system from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) through **E-procurement portal**→<https://bhel.abcprocure.com> only for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender documents. Following points relevant to the tender may please be noted and complied with:

Note: **The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. No Hard copy bid/ bids through email/ fax shall be accepted.**

#### 1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/PUR/BWT6-PEB-SHED/2196	
ii	Broad Scope of job	DISMANTLING OF 01 NO. EXISTING CLOSED PEB STORE SHED (DISMANTALABLE TYPE, 60MX15M) AT BHEL'S KORADI R&M#6 SITE AND TRANSPORTING, UNLOADING, RE-ERECTION AND HANDING OVER THE COMPLETE SHED IN ALL RESPECT TO BHEL AT 1X660 MW BHUSAWAL#6 SITE, DEEPNAGAR, BHUSAWAL, MAHARASHTRA.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
E	Volume-IE	Drawings	Applicable
F	Volume-II	Price Bid as specified in <b>E-Procurement Portal</b>	Applicable
iv	Issue of Tender Documents	From <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission) Brief information of the tender shall be available at BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) as well.	Applicable

Bharat Heavy Electricals Limited: PSWR: Nagpur  
E-Tender Specs. No. BHE/PW/PUR/BWT6-PEB-SHED/2196

## NOTICE INVITING TENDER (NIT)

S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p><b>Date : 01/10/2019, Time : 15.00 Hrs</b>  <b>Place : on E-Tender Portal</b>  <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>  <b>• Offer to be submitted online only through e-procurement Portal</b></p>	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p><b>Date : 01/10/2019, Time : 16.00 Hrs</b>  <b>Notes:</b>                      (1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.                      (2) <b>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</b></p>	Applicable
vii	EMD AMOUNT	<p><b>Rs. 17,000/- (Rupees Seventeen Thousands Only)</b>  <b>[To be submitted in the form and manner as mentioned below]</b></p> <p><b>Important Note:</b>  <b>Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</b></p>	Applicable* (*---Refer Annex-04 "Imp. Information" of NIT for MSE Vendors)
viii	COST OF TENDER	<p><b>Rs 2000/-</b>  <b>[To be submitted in the form and manner as mentioned below]</b></p>	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Two days before the due date of offer submission. Along with soft version also, addressing to undersigned &amp; to others as per contact address given below.</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a>--&gt;Tender Notifications →View Corrigendums) &amp; on e-tender portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> and not in the newspapers. Bidders to keep themselves updated with all such information</p>	

## NOTICE INVITING TENDER (NIT)

- 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 **digitally** signed 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. Copy of Cash receipt or the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abcprocure.com>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at \_\_\_\_\_, Sundays and second/ last Saturdays.~~
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur For other details and for 'One Time EMD' please refer General Conditions of Contract. Copy of ~~One Time EMD Certificate~~ or the proof of Demand Draft/Payorder duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abcprocure.com>**. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

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.

<b>Procedure for Earnest Money Deposit</b>					
Description/ Mode of Submission	EFT	Cash	DD/Pay Order	FDR (Refer GCC clause no 1.9.1(iv) for FDR)	Bank Guarantee (Refer GCC clause no 1.9.1(iv) for Acceptable Portion of EMD in the Form of BG)
Proof of EMD along with the offer	Receipt of Amount Transfere	Receipt of cash deposit	Scan Copy has to be uploaded	Scan Copy has to be uploaded	Scan Copy of BG has to be uploaded.

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Submission of EMD to BHEL PSWR, Nagpur	d into BHEL Account	at BHEL office	Original DD/ Pay order to be sent through Registered Post	The Original FDR to be sent through Courier/Post to BHEL PSWR Nagpur.	The Original Bank Guarantee/any extensions /amendments shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Purchase Department, BHEL PSWR, Nagpur.
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In addition to the EFT, Cash, DD/Pay order and Bank Guarantee, 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) can also be submitted towards EMD.

**Further, it is to be noted that, the EMD amount in excess of Rs. 2 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. (Proforma of Bank Guarantee for Earnest Money shall be as provided in Vol-ID "FORMS & PROCEDURES".)**

Copy of One Time EMD Certificate or The proof of Demand Draft/ Payorder/FDR or BG or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer on **'e-tender portal'** → <https://bhel.abcprocure.com>. In case of Demand Draft/ Payorder/FDR/BG, Original Demand Draft/ Payorder/FDR/BG shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

### 5.0 Procedure for Submission of Tenders:

Procedure for Submission of Tender is available in the "[Bidder Manual for BHEL Bidders](https://bhel.abcprocure.com)" at E-tender portal <https://bhel.abcprocure.com>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

#### a) Hardware and Software requirements for participating in e-tender:

- ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://bhel.abcprocure.com>

#### b) Digital Signature

- ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website [www.bhel.com](http://www.bhel.com) → Tender Notifications → Sample Checklist.

#### c) M/s E-Procurement Technologies Limited Helpdesk Contacts:

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. The helpline numbers are provided in the e-procurement website.

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: [swapnil.h@eptl.in](mailto:swapnil.h@eptl.in)
- Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: [hardik.oza@eptl.in](mailto:hardik.oza@eptl.in)
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: [ankur.bhatt@eptl.in](mailto:ankur.bhatt@eptl.in)
- Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: [prashant@eptl.in](mailto:prashant@eptl.in)

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### Note

- i. **Offers/tenders submitted in the E-tender portal shall only be considered for further evaluation. Offers sent by FAX / E-mail / any mode other than E-tender would not be entertained.**

The Tenderers must submit their Tenders, as detailed below:

- 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 digitally signed and uploaded in E-tender Portal)**

SN	Description	Remarks
	<b>Part-I A</b>	
i.	Covering letter/Offer forwarding letter of Tenderer (in the techno commercial compliance sheet provided)	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>Note:</b> a. 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. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that 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.	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 : Technical 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.	<del>Volume - IE: 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.	

## NOTICE INVITING TENDER (NIT)

<b>PART-I B</b>	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender <b>OR</b> Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender  2. <del>Cost of Tender ( Demand Draft or copy of Cash Receipt as the case may be)</del>  Note: Refer Clause No-3 and 4 of NIT for further details
<b>PART-II</b>	
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 uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.**

6.0 Void

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **Assessment of Capacity of Bidders:** Not Applicable

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender Portal**, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail.

## **NOTICE INVITING TENDER (NIT)**

Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly **Digitally** signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- ~~17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.~~
- 18.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for 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.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:

## **NOTICE INVITING TENDER (NIT)**

- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Standalone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder' as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to

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1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.

- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (**through Digital Signature**), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence  
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
  - b. Notice Inviting Tender (NIT)
  - c. Price Bid-Volume-II
  - 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

(Addl. General Manager - Purchase)

### **Enclosure**

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
- ~~03. Annexure-3: Integrity Pact~~
04. Annexure-4: Important Information.
- ~~05. Annexure-5: MSE Annex.~~
06. Annexure-6: Declaration for Reverse Auction.

# NOTICE INVITING TENDER (NIT)

ANNEXURE-1

## PRE QUALIFYING REQUIREMENTS

<b>JOB</b>	DISMANTLING OF 01 NO. EXISTING CLOSED PEB STORE SHED (DISMANTALABLE TYPE, 60MX15M) AT BHEL'S KORADI R&M#6 SITE AND TRANSPORTING, UNLOADING, RE-ERECTION AND HANDING OVER THE COMPLETE SHED IN ALL RESPECT TO BHEL AT 1X660 MW BHUSAWAL#6 SITE, DEEPNAGAR, BHUSAWAL, MAHARASHTRA.		
<b>E-Tender Specification Number: BHE/PW/PUR/BWT6-PEB-SHED/2196</b>			
<b>S No</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Applicability</b>	
<b>A</b>	Submission of Integrity Pact duly signed (if applicable)  (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	<b>Not APPLICABLE</b>	
<b>B</b>	<b>TECHNICAL</b> Bidder must have executed Erection/Construction of Storage Shed of atleast 540 M2 (Sq. M) area including of Structural Steel Works in the last seven (07) years as on latest date of offer submission.	<b>APPLICABLE</b>	
<b>C-1</b>	<b>Financial TURNOVER</b> Bidders must have achieved an average annual financial turnover (audited) of <b>Rs. 2.55 Lakhs</b> or more over last three Financial Years (FY) i.e. 2015-16, 2016-17 & 2017-18.	<b>APPLICABLE</b>	
<b>C-2</b>	<b>NETWORTH</b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	<b>APPLICABLE</b>	
<b>C-3</b>	<b>PROFIT</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	<b>APPLICABLE</b>	
<b>D</b>	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	<b>NOT APPLICABLE</b>	<b>BY BHEL</b>
<b>E</b>	<b>Approval of Customer (if applicable)</b> <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	<b>NOT APPLICABLE</b>	<b>BY BHEL</b>
<b>F</b>	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		<b>BY BHEL</b>
<b>G</b>	Consortium tie-ups	<b>NOT APPLICABLE</b>	

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## NOTICE INVITING TENDER (NIT)

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

#### Explanatory Notes for PQR B (Technical)

1. For the criteria (B), actual executed value shall be considered.
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-

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

Where

P = Updated value of work

R = Value of executed work

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

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

Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid 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<sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution

#### Explanatory Notes for PQR B (Technical):

3. Unless otherwise specified, for the purpose of "**B Technical Criteria**", the word '**EXECUTED**' means achievement of milestones as defined below –
  - a) "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per respective PQRs in respect of Piling / Civil / Structures / Chimney.
  - b) ~~"READINESS FOR COAL FILLING" in respect of Mill Bunker.~~
  - c) ~~"CHARGING" in respect of Power Transformers / Bus Ducts / "HT/LT Switchgears" / "HT / LT Cabling".~~
  - d) ~~For C&I works: "SYNCHRONISATION" in case of power project and "WORK COMPLETION of the value as defined in PQR" in case of industry.~~
  - e) ~~"BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.~~
  - f) ~~"GAS IN" in respect of HRSG.~~
  - g) ~~"STEAM BLOWING COMPLETION" in respect of Power Cycle Piping.~~
  - h) ~~"HYDRAULIC TEST" of the system in respect of Pressure parts / LP Piping / CW Piping.~~
  - i) ~~"FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.~~
  - j) ~~"SYNCHRONISATION" in respect of STG / GTG.~~
  - k) ~~"SPINNING" in respect of HTG.~~
4. Boiler means HRSG or WHRB or any other types of Steam Generator.

## NOTICE INVITING TENDER (NIT)

5. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
6. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, wherever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.
7. Scope for Capital overhaul of STG shall cover Bearing Inspection work and overhauling of all cylinders of the Turbine.
8. In case the tendered scope is not a Pulverized Fuel Boiler, experience of Oil/Gas Fired Boilers can also be considered.

### Explanatory Notes for PQR -C (Financial):

9. 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.
10. 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.
11. 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.
12. 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)
13. C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year as in C.1 above

### Common Explanatory Notes:

1. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.
2. Time period for achievement of the Qualification Requirements (For PQR-B) is in the last 7 years ending on the '**latest date of Bid Submission**' of Tender.
3. "**Executed**" means the bidder should have achieved the criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. In case of **Consortium** the following shall be complied with:
  - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement with a validity period of "**six months**" initially. Thereafter, the Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on six monthly basis.
  - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
  - c. Number of partners including prime Bidder shall be NOT more than **2 (two)**.
  - d. Prime Bidder alone shall necessarily comply with "**B1 Technical Criteria**" except for mechanical package where B1 criterias are not applicable.
  - e. Prime Bidder and Consortium Partner shall together comply with the '**Pre-Qualification Requirements**' specified for the respective category of technical requirement as per "B technical criteria".

## **NOTICE INVITING TENDER (NIT)**

- f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
- g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
- h. Prime Bidder shall be the Bidder who has a major share of work.
- i. Prime Bidder shall be responsible for the overall execution of the Contract.
- j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
- k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
- l. In case Prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- m. After successful execution of two similar works in consortium with the same consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a '**standalone**' bidder for similar works, subject to certification from end user/purchaser about the active involvement of the prime bidder for satisfactory execution of the works.
- n. The Consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

**BIDDER SHALL SUBMIT CREDENTIALS (DETAILED WORK ORDER, BOQ, ONGOING/COMPLETION CERTIFICATE, TDS CERTIFICATES AND FINANCIAL DOCUMENTS ETC) BASED ON WHICH BIDDER IS CLAIMING TO SATISFY THE PQ CRITERIAS.**

**Note: Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per its internal guidelines**

**CHECK LIST**

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: <u>Please tick ( ✓ ) whichever applicable:-</u> <del>ONE TIME EMD / ONLY FOR THIS TENDER</del>	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	
		ENCLOSED BY BIDDER	
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable/ <del>Not Applicable</del>	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ <del>Not Applicable</del>	YES/NO
8	Copy of PAN Card	Applicable/ <del>Not Applicable</del>	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	Integrity Pact	Applicable/ <del>Not Applicable</del>	YES/NO
11	Declaration by Authorized Signatory	Applicable/ <del>Not Applicable</del>	YES/NO

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12	No Deviation Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
13	Declaration for Reverse Auction by Bidder	Applicable/ <del>Not Applicable</del>	YES/NO
14	Declaration confirming knowledge about Site Conditions	Applicable/ <del>Not Applicable</del>	YES/NO
15	Declaration for relation in BHEL	Applicable/ <del>Not Applicable</del>	YES/NO
16	Non-Disclosure Certificate	Applicable/ <del>Not Applicable</del>	YES/NO
17	Bank Account Details for E-Payment	Applicable/ <del>Not Applicable</del>	YES/NO
<del>18</del>	<del>Capacity Evaluation of Bidder for current Tender</del>	<del>Applicable/<del>Not Applicable</del></del>	<del>YES/NO</del>
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ <del>Not Applicable</del>	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement <del>Power of Attorney of Consortium Partner.</del>	Applicable/ <del>Not Applicable</del>	YES/NO
21	Analysis of Unit rates	Applicable/ <del>Not Applicable</del>	YES/NO

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

**DATE :**

**AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

**ANNEXURE-3**

**INTEGRITY PACT**

**Not Applicable**

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**ANNEXURE-4**

**IMPORTANT INFORMATION**

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

**Postal Address:**

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:

AGM Purchase, Email: [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in). Ph: +91 – 712 – 3048 - 633

Dy Manager Purchase, Email: [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in) Ph: +91 – 712 – 3048 – 732

Asst. Engineer Purchase, Email: [bajinath@bhel.in](mailto:bajinath@bhel.in) , Ph: +91 – 712 – 3048 - 652

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

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

3.1. 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.

3.2. Commitment by Bidder/ Supplier/ Contractor:

3.2.1. 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.

3.2.2. 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.

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3.2.3. 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. **Following clauses of Vol-IC GCC shall not be applicable for this tender**
  - 1) 2.9 Progress Monitoring, Monthly Review and performance evaluation.
  - 2) 2.12 ORC
  - 3) 2.15 Extra Works
  - 4) 2.16 Supplementary items
  - 5) 2.17 PVC
  - 6) 2.14 Quantity Variation
8. **Start of Period for “Performance Guarantee for Workmanship” as per clause no 2.24 of Vol-IC GCC:**

This period shall commence after the completion of Contract Period as certified by Engineer-in-Charge.
9. **Delay in 1st submission of SDBG/ PBGG:** SDBG/ PBGG is to be furnished by the vendor before start of work. No payment will be released till SDBG/PBG is submitted by the vendor.

However if requested by the vendor, cash recovery equivalent to SDBG/ PBGG 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 SDBG/ PBGG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

10. **Compensation in case of Death/ Permanent Incapacitation of Person:** BHEL shall recover the amount of compensation paid to victim (s) by BHEL towards loss of life/ permanent disability due

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to an accident which is attributable to the negligence of contractor, agency or firm or any of its employee as detailed below:

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL Units/ Offices/ townships and premises/ Project sites.
- c) Compensation in respect of each of the victims:
  - (i) In the event of death or **permanent disability** resulting from **Loss of both limbs**: Rs 10,00,000/- (**Rs Ten Lakh**)
  - (ii) In the event of **other permanent disability**: Rs 7,00,000/- (**Rs Seven Lakh**)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(I) of the Employee's Compensation Act, 1923.

**11. Acceptance of Bank Guarantee (BG)**

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

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

“Bank Guarantee issued by:

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

State Bank of India  
ABN Amro Bank N.V.  
Bank of Baroda  
Canara Bank  
Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.  
Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that **“It is enforceable at Nagpur, Maharashtra”**.

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- c. Any private sector banks, with a clause in the text of Bank Guarantee that **"It is enforceable by being presented at any branch of the bank"**.

**Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".**

## **12. Broad Terms & Conditions of Reverse Auction**

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction for which Declaration Proforma by bidder has been given in Annexure VI of NIT:

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

As a reminder to the bidders, system will flash following message (in RED color) during the course of 'online sealed bid':

**"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"**

***Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bhel.abcprocure.com>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".***

- 13. MSE Vendors:** MSE bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.

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

To avail this 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 part bid). Non submission of said documents will lead to consideration of their bid at par with other bidders in terms of EMD. No benefit shall be applicable for this enquiry, if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

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ANNEXURE-5

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

## Declaration for Reverse Auction

(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 for Participation in Reverse Auction (RA)**

**Ref: NIT/Tender Specification No: BHE/PW/PUR/BWT6-PEB-SHED/2196**

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed envelope/ E-Procurement Portal Price Bid, submitted by us. We have read all the guidelines of reverse auction available in tender enquiry as well as on [www.bhel.com](http://www.bhel.com) portal. We also declare that during reverse auction:-

- ❖ We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid already submitted to BHEL along with the offer.

We also declare to submit the "Process Compliance Form" (to the designated service provider) as well as "Online Sealed Bid" in the Reverse Auction, in case BHEL decides to go for that.

Yours Faithfully,

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

Date:

Place:

2196

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

<b>Project Information</b>		
<b>1.0</b>	<b>Project Title</b>	
1.1	Project Name	1x660MW Bhusawal Thermal Power Station, Unit-6
1.2	Rating/Plant Capacity	1x660MW
1.3	Owner	Maharashtra State Power Generation Co. Ltd. (MAHAGENCO)
<b>2.0</b>	<b>Location and approaches</b>	
2.1	Plant Site Location	At-Deepnagar, Bhusawal, District-Jalgaon, Maharashtra State
2.2	Location Co-ordinate	75°51'10"East/21°02'30"North
2.3	Nearest Town/City	Bhusawal- 8Kms, Jalgaon- 30Kms, Dhule-115Kms
2.4	State Capitol	Mumbai
2.5	Nearest Railway Station	Bhusawal Junction- 8Kms
2.6	Nearest Airport	Aurangabad-170Kms, Mumbai-461Kms
2.7	Nearest Seaport	Mumbai-461Kms
2.8	Nearest Road Access	NH-6 (Mumbai-Nagpur Highway)
<b>3.0</b>	<b>Meteorological conditions</b>	
3.1	Site Elevation	210M above MSL
3.2	Ambient Temperature	
a	Mean of Daily Maximum Temperature	48.25°C (During May)
b	Mean of Daily Minimum Temperature	18°C (During January)
c	Wet Bulb Temperature	27°C (Maximum)
3.3	Annual Rainfall	112mm average annually
3.4	Wind Speed	0 to 39 Km/Hr
3.5	Relative Humidity	
3.6	Wind Direction	East North East to West South West
3.7	Seismic Zone	Zone III as per IS:1893

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

### 2.0 SCOPE OF WORK

#### 2.1 Scope of Work:-

**DISMANTLING OF 01 NO. EXISTING CLOSED PEB STORE SHED (DISMANTALABLE TYPE, 60MX15M) AT BHEL'S KORADI R&M#6 SITE AND TRANSPORTING, UNLOADING, RE-ERECTION AND HANDING OVER THE COMPLETE SHED IN ALL RESPECT TO BHEL AT 1X660 MW BHUSAWAL#6 SITE, DEEPNAGAR, BHUSAWAL, MAHARASHTRA.**

The scope of work consists following :-

1. Necessary match marking of the structures by white or yellow paint is to be done so as to facilitate the re erection of shed at new location. Care is to be taken for small hard ware items like nuts, bolts, washers to be packed separately in steel/ wooden lockable box is to be arranged by contractor.
2. Dismantling the existing **PEB closed store shed** of size 60mx15m presently at BHEL's KORADI R&M#6 site, consisting of steel rolled section (bolted columns), roof truss, and tie members with PPGI sheet roofing and side cladding,—ELECTRICAL WIRING AND ACCESSORIES, TURBOS ETC ALL COMPLETE. Loading the materials on trailers/trucks by means of hydra including all lifting tools and tackles like D shackles and slings complete in all respect
3. Transportation the same by road by means of truck /trailers from BHEL's KORADI R&M#6 Site to BHEL site at 1x660MW Bhusawal TPS, Maharashtra.
4. UNLOADING the closed shed materials at BHEL site at 1x660MW Bhusawal TPS, Maharashtra.
5. Assembly, erection and handing over of the closed shed completed in all respect to BHEL site at 1x660MW Bhusawal TPS, Maharashtra.
6. Making structure completely leak proof. No additional cost/payment will be given to vendor for making structure leak proof.

#### 2.2 Additional Works:-

1. ALL NECESSARY PREACUTIONS IS TO BE TAKEN DURING THE REMOVAL OF PPGI SHEETS SO AS TO MINIMISE THE DAMAGE. THE PPGI SHEETS IS TO BE REUSED. THE DAMAGED SHEETS WILL HAVE TO BE REPLACED BY THE VENDOR. NO ADDITIONAL PAYMENT WILL BE PAID FOR THIS.
2. ALL CONSUMABLES LIKE SELF DRILLING AND SELF TAPPING SCREWS WITH EPDM SEAL AND ANY OTHER CONSUMABLES REQUIRED FOR COMPLETION OF THE JOB IS IN THE SCOPE OF THE BIDDER.
3. SUPPLY & FIXING OF DAMAGED HARDWARES LIKE NUTS, BOLTS, AND WASHERS ETC OF REQUIRED SIZES IS IN THE SCOPE OF THE BIDDER. NO EXTRA CLAIM FOR SUPPLY OF ANY CONSUMABLES WILL BE ADMISSIBLE.

#### 2.3 Other Related Activities:-

The contractor shall take adequate precautions to ensure complete safety and prevention of accidents at site. The safety precautions shall conform to IS codes wherever applicable.

All the above jobs shall be as per BHEL Engineer's instructions, drawings, and detailed specification.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
<b>3.1</b>	<b>ESTABLISHMENT</b>			
<b>3.1.1</b>	<b>FOR CONSTRUCTION PURPOSE:</b>			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner.
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
<b>3.1.2</b>	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		Yes	
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
<b>3.2.0</b>	<b>ELECTRICITY</b>			
<b>3.2.1</b>	<b>Electricity For construction purposes</b>			
a	Single point source (of Voltage 415 V, A.C.,3 Phase , 50 Hz)	Yes		FREE (however any taxes, duties, levy etc. as charged by customer, shall be paid by contractor.). At a distance of 1000 M from site (Distance is only tentative, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
<b>3.2.2</b>	<b>Electricity for the office, stores, canteen etc of the bidder</b>			

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Single point source	Yes		FREE (however any taxes, duties, levy etc. as charged by customer, shall be paid by contractor.) At a distance of 1000 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
<b>3.2.3</b>	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		YES	
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
<b>3.3.0</b>	<b>WATER SUPPLY</b>			
<b>3.3.1</b>	<b>For construction purposes:</b>			
a	Making the water available at single point	Yes		FREE (however any taxes, duties, levy etc. as charged by customer, shall be paid by contractor.) At a distance of 1000 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.3.2</b>	<b><u>Water supply for bidder's office, stores, canteen etc.</u></b>			

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Making the water available at single point	Yes		FREE (however any taxes, duties, levy etc. as charged by customer, shall be paid by contractor.) At a distance of 1000 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.3.3</b>	<b><u>Water supply for Living Purpose</u></b>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.4.0</b>	<b>LIGHTING</b>			
a.	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
<b>3.5.0</b>	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Telephone, fax, internet, wi-fi, e-mail services etc		Yes	
<b>3.6.0</b>	<b>COMPRESSED AIR wherever required for the work</b>		Yes	
<b>3.7.0</b>	<b>Demobilization of all the above facilities</b>		YES	
<b>3.8.0</b>	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III: Facilities in the scope of Contractor/BHEL**

Sl.No	Description <b>PART II</b> <b>3.9.0 ERECTION FACILITIES</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:		<b>Yes</b>	
a	Providing the erection/constructions drawings for all the materials covered under this scope		Yes	
b	Drawings for construction methods		Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes			NOT APPLICABLE
d	Shipping lists etc for reference and planning the activities		Yes	
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments		Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in a month.		Yes	
j	Preparation of preassembly bay			NOT APPLICABLE
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IV: T&Ps and MMEs to be deployed by Contractor**

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**A: TOOL & PLANTS**

CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK.

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

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

**NOTE:**

CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK.

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VI: Time Schedule

### 6.1 TIME SCHEDULE & MOBILIZATION

#### 6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE

Contractor shall reach site, make his site establishment and be ready to commence the work within two weeks from the date of fax Letter of Intent or as per directions of Construction Manager/ Project Manager of BHEL.

The contractor has to subsequently augment his resources in such a manner that the entire related works are completed to achieve the following **tentative** schedule:

#### Milestone activities - Break up activities completion period:

S.No.	MILESTONE ACTIVITY	PERIOD
1	<b>Dismantling of 1 No closed sheds at Koradi R&amp;M#6 site, loading and transportation of shed materials to new location and unloading</b>  <b>And</b> <b>Re erection of the 1 No closed storage sheds structures, sheeting and roofing complete in all respect and handing over to BHEL at new location (1x660MW BHUSAWAL SITE).</b>	Within Three (03 nos.) months from the first day of start of DISMANTLING activity at site.

THE OVERALL CONTRACT PERIOD SHALL BE **THREE (03) MONTHS.**

#### 6.1.2

In order to meet above schedule and other intermediate targets/activities as set by BHEL Engineer In charge at site, to meet customer requirements/project schedule, contractor shall arrange all necessary resources and work force in consultation with BHEL engineer at site to undertake works concurrently in all possible fronts as made available to contractor.

CONTRACTOR SHALL NOTE THAT INDIVIDUAL MILESTONES AS ABOVE SHALL BE ACHIEVED AS PER SCHEDULE FURNISHED ABOVE. THE DATE OF START OF FIRST ACTIVITY OF DISMANTLING SHALL BE RECKONED AS THE START OF CONTRACT PERIOD FOR THIS PURPOSE.

THE CONTRACTOR SHALL REACH SITE AND ESTABLISH HIS SITE OFFICE AND MOBILIZE NECESSARY RESOURCES WELL IN ADVANCE OF ACTUAL COMMENCEMENT OF THE CONTRACT TIME SCHEDULE AS PER DIRECTIONS OF BHEL ENGINEER.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VI: Time Schedule

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

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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: TERMS OF PAYMENT

### 7.0 TERMS OF PAYMENT

**7.0.1** The contractor shall submit his monthly on account bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas from the 25th of previous calendar month to 24th of the current month.

**7.0.2** General conditions of contract shall be referred to as regards mode of payment, and measurement of the work completed.

**7.0.3** Release of payment in each running bill will be restricted to **95% of the value of work admitted**, as per the percentage break-up for the stage of work completion stipulated vide clauses hereinafter.

**The 5% retention amount shall be released as per GCC clause no. 2.22. The workmanship guarantee period for this contract shall be 12 months from the date of completion of entire work as certified by BHEL**

**7.0.4** The payment for running bills will normally be released within around 30 days of submission of running bill with measurement sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

**7.0.5** BHEL will release payment through **Electronic Fund Transfer (EFT)/RTGS**. In order to implement this system, the following details are to be furnished by the contractor pertaining to his bank accounts where proceeds will be transferred through **BHEL's banker**:

Name of the Company  
Name of Bank  
Name of Bank Branch  
City/Place  
Account Number  
Account type  
IFSC code of the Bank Branch  
MICR Code of the Bank Branch

**BHEL** May Also Choose To Release Payment By Other Alternative Modes As Suitable.

The RA bill payment shall be made as per Cl. no 10.0 of Chapter -X of SCC and as per CL NO: 2.6 of GCC

**7.0.6** **The Dismantling, Loading, Transportation, Unloading and erection of closed shed will be paid at BHEL's 1x660MW, Bhusawal Site where the PEB sheds will be erected.**

**7.0.7** **Extra/Additional Items of Work: - No extra/additional items are allowed in this contract.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VIII: Taxes and Other Duties

### 8.0 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.
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

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VIII: Taxes and Other Duties

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 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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VIII: Taxes and Other Duties

### 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 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.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- VIII: Taxes and Other Duties

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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 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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX: DRAWINGS

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The contractor has to match marking of the structures by white or yellow paint is to be done so as to facilitate the re erection of shed at new location.

Drawing available with BHEL engineers will be made available to the contractor.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- X: GENERAL

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- 10.1 THE INTENT OF SPECIFICATION IS TO CARRY OUT THE DISMANTLING OF CLOSED TRANSPORTATION AND REERECTION OF CLOSED STORAGE SHED ACCORDING TO THE MOST MODERN AND PROVEN TECHNIQUES AND CODES. THE OMISSION OF SPECIFIC REFERENCE TO ANY METHOD, EQUIPMENT OR MATERIALS NECESSARY FOR PROPER AND EFFICIENT DISMANTLING LOADING,TRANSPORTATION, UNLOADING AND REERECTION IN ALL RESPECTS ETC AND SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING SUCH FACILITIES TO COMPLETE THE WORK WITHOUT ANY EXTRA COMPENSATION.
- 10.2 THE WORK SHALL BE EXECUTED UNDER USUAL CONDITIONS AFFECTING MAJOR THERMAL POWER PROJECTS IN AN EXISTING POWER PLANT AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL COOPERATE WITH PERSONNEL OF CUSTOMER'S CONTRACTORS, COORDINATING HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK AS A WHOLE.
- 10.3 ALL THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTIONS OF BHEL ENGINEER. BHEL ENGINEER'S DECISION REGARDING CORRECTNESS OF THE WORK AND METHOD OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
- 10.4 THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
- 10.5 ALL NECESSARY CERTIFICATES AND LICENSES REQUIRED TO CARRY OUT THIS WORK ARE TO BE ARRANGED BY THE CONTRACTOR EXPEDITIOUSLY.
- 10.6 ALL CRANES, TRANSPORT EQUIPMENTS, HANDLING EQUIPMENT, TOOLS, TACKLES, FIXTURES, EQUIPMENT, MANPOWER, SUPERVISORS/ENGINEERS, CONSUMABLES ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR.
- 10.7 ALL EXPENDITURE INCLUDING TAXES AND INCIDENTALS IN THIS CONNECTION WILL HAVE TO BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE RELEVANT CLAUSES ELSEWHERE IN THESE SPECIFICATIONS. THE CONTRACTOR'S QUOTED RATES SHALL INCLUDE ALL SUCH CONTINGENCIES. IN THIS CONNECTION REFER RELEVANT CLAUSE OF GENERAL CONDITIONS OF CONTRACT.
- 10.8 THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
- 10.9 THE DISTANCES INDICATED IN THESE SPECIFICATIONS ARE ONLY APPROXIMATE. HOWEVER, THE TENDERERS SHOULD ASSESS THE VARIOUS DISTANCES AND SITE CONDITIONS BY VISITING SITE BEFORE SUBMITTING THEIR OFFER. NO ADDITIONAL/EXTRA CLAIMS FOR ANY VARIATION IN THIS REGARD WILL BE ENTERTAINED.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter- XI: Schedule of items Quantities and Factor for deriving Item Rate from the accepted Lumpsum Price

This Chapter consists of Part A & Part B of Volume II “Price bid”:

<b>CONTENTS</b>	
<b>Description of Parts of Vol-II “Price Bid”</b>	<b>Remarks</b>
<b>Part A:</b> Instructions to the Bidders	Instructions are mentioned as below
<b>PART B:</b> weightage for amount of individual items of Schedule of quantity	Refer Latest Chapter-XI: Schedule of items Quantities and Factor for deriving Item Rate from the accepted Lumpsum Price ( <b>Please Refer Separate Document uploaded as "Chapter XI BOQ and % Weightage'-2196"</b> ).

### **Part A: Instructions to the Bidders**

- Bidders shall quote Total Lump-sum Price for the entire scope of work at the place on E-Procurement Portal** Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
- BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II.
- Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL.
- Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
- For the convenience of bidders, BHEL has issued an excel sheet with all requisite formulae as detailed above. ***However, this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.***
- Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No.4 above.

**PART B:** % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in “Part C of Vol-II-Price Bid”)

**Note:** This Chapter-XI is uploaded separately as file titled ‘**Chapter XI-BOQ and Percentage Weightage'-2196.**