

TENDER SPECIFICATION NO: BHE/PW/PUR/WNT-250MT-CRH/2275

**PROVIDING SERVICES OF 01 No. 250 MT BASIC
CAPACITY CRAWLER CRANE ON MONTHLY HIRING
BASIS FOR CONSTRUCTION WORK**

AT

**WANAKBORI UNIT#04 ESP R&M, DISTT-KHEDA,
GUJARAT - 388239**

VOLUME - IA (TECHNICAL BID)

VOLUME-I CONSISTS OF

- Notice Inviting Tender,
- Volume-IA : Technical Conditions of Contract,
- Volume-IB : Special conditions of Contract,
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures
- HSE Plan
- Volume-IE Drawings

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**

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of Vol-IA-2275)
NIL	Notice Inviting Tender	(Part of Vol-IA-2275)
I-A	Technical Conditions of Contract	Vol-I-A-2275
--	Appendix-A-Technical Specification	Part of Vol-IA-2275 (Separate Format in RFQ/tender on e-procurement portal)
NIL	Techno-Commercial Compliance Formats	Part of Vol-IA-2275 (Separate Format in RFQ/tender on e-procurement portal)
I-B	Special Conditions of Contract	VOID
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2275)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2275)
--	HSE Plan	(Part of Vol-I-BCD-2275)
I-E	Drawings	VOID
II	Price Bid Specification	Volume-II-2275 (Separate Format in RFQ/tender on e-procurement portal)

E-Tender Specification Issue Details

E-Tender Specification No: BHE/PW/PUR/WNT-250MT-CRH/2275

NAME OF THE WORK:

PROVIDING SERVICES OF 01 No. 250 MT BASIC CAPACITY CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT WANAKBORI UNIT#04 ESP R&M, DISTT-KHEDA, GUJARAT - 388239

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR TENDER SUBMISSION Refer Notice Inviting Tender

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

M/s.

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

Addl. GENERAL MANAGER (Purchase)

Place: Nagpur

Date:

2275

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 5 of 51

Ref: BHE/PW/PUR/WNT-250MT-CRH/2275

NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://bhel.abcprocure.com>

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/WNT-250MT-CRH/2275	
ii	Broad Scope of job	PROVIDING SERVICES OF 01 No. 250 MT BASIC CAPACITY CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT WANAKBORI UNIT#04 ESP R&M, DISTT-KHEDA, GUJARAT – 388239.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Not Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	<i>Drawings</i>	<i>Not Applicable</i>
F	Volume-II	<i>Price Bid as specified in E-Procurement Portal</i>	<i>Applicable</i>
iv	Issue of Tender Documents	Date: 13-03-2020 From https://bhel.abcprocure.com <i>(Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)</i> <i>Brief information of the tender shall also be available at Central Public Procurement portal (https://eprocure.gov.in) and BHEL website (www.bhel.com).</i>	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 27-03-2020, Time : 15.00 Hrs Place : on E-Tender Portal https://bhel.abcprocure.com • <i>Offer to be submitted online only through e-procurement Portal.</i>	<i>Applicable</i>

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 6 of 51

S No.	ISSUE	DESCRIPTION	
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date : 27-03-2020, Time : 16.00 Hrs</p> <p><i>Notes:</i></p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) 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.</p>	Applicable
vii	EMD AMOUNT	<p>₹ 1,08,542/- (Rupees One Lakh Eight Thousand Five Hundred Forty-Two Only)</p> <p>[To be submitted in the form and manner as mentioned below]</p> <p>Important Note: 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.</p>	Applicable
viii	COST OF TENDER	<p>Rs 2000/-</p> <p>[To be submitted in the form and manner as mentioned below]</p>	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>03 Days before the due date of tender submission</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below.</p> <p>Bidders may consider to seek clarifications on the e-tender portal--- https://bhel.abcprocure.com</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 (www.bhel.com-->Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in) & on e-tender portal https://bhel.abcprocure.com and not in the newspapers.</p> <p>Bidders to keep themselves updated with all such information.</p>	

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.**

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 7 of 51

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.abeprocure.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 as per the provisions in General Conditions of Contract Clause no. 1.9.1. In case of remittance of EMD through **Demand Draft/Pay Order**, same shall be in favour of **Bharat Heavy Electricals Ltd**, payable at Nagpur. **In case of remittance of EMD through Bank Guarantee (for the balance EMD amount in excess of Rs 2 Lakhs) OR through FDR**, refer General Conditions of Contract Clause no. 1.9.1(iv). Proforma of Bank Guarantee for Earnest Money shall be as provided in Vol-ID "FORMS & PROCEDURES". For other details and for 'One Time EMD' please refer General Conditions of Contract.

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

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY, NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI, KINGSWAY BRANCH, 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.

Procedure for Earnest Money Deposit					
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		Scan Copy has to be uploaded	Scan Copy has to be uploaded	Scan Copy has to be uploaded	Scan Copy of BG has to be uploaded.
Submission of EMD to BHEL PSWR, Nagpur	Receipt of Amount Transferred into BHEL Account	Receipt of cash deposit 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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 8 of 51

~~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](#)" 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 → 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.

Name	Contact No.	Email
* Mr. Dinesh Kumar	+91 (79)68136871	dinesh.k@eptl.in
* Mr. Ankur Bhatt	+91 (79)68136823	ankur.bhatt@eptl.in
* Ms. Kanika Dani	+91 (79)68136809	kanika.dani@eptl.in
* Mr. Devendra Rajpurohit	+91 (79)68136850	devendra.r@eptl.in
* Mr. Prashant Rajyaguru	+91 (79)68136872 +91 8160087732	prashant@eptl.in
* Mr. Imtiyaz Tajani	+91 (79)68136861	imtiyaz@eptl.in
* Mr. Pankesh Kumar	+91 (79)68136848	Pankesh@eptl.in

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:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 9 of 51

- 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
Part-I A		
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. Note: <ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> 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.	Volume - I E: Technical Specification	
xiii.	Volume - II (UNPRICED - without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item)	
xiv.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender	

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 10 of 51

	2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be) 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 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. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 11 of 51

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:~~

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.~~

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 12 of 51

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 1% 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 0.5% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. The 100% SD value to be submitted by the consortium partner/(s) shall be remitted before start of work. All the terms & conditions of the SD clause in Vol IC GCC shall be applicable for this SD except clauses no 1.10.1, 1.10.4 & 1.10.6 of Vol IC GCC. For "**modes of deposit**" of this SD, clause no 1.10.3 of Vol IC GCC shall be applicable.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 13 of 51

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.
07. Annexure-7: Declaration for not being under Bankruptcy Code Proceedings.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 14 of 51

ANNEXURE - 1

PRE QUALIFYING CRITERIA

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275	
JOB	PROVIDING SERVICES OF 01 No. 250 MT BASIC CAPACITY CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT WANAKBORI UNIT#04 ESP R&M, DISTT-KHEDA, GUJARAT - 388239

Sl No	PRE QUALIFICATION CRITERIA	Applicability	
A	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)	Not Applicable	
B	TECHNICAL B.1) Bidder must be in the business of providing Services of Crane hiring in last seven years as on latest date of offer submission. AND B.2) The crane offered by the bidder must meet the technical requirements of BHEL as mentioned in Chapter – II: Scope of Works and Technical Specifications of “Technical Conditions of Contract-TCC”.	Applicable	
C-1	Financial TURNOVER Bidders must have achieved an average annual financial turnover (audited) of Rs. 16.28 Lakhs or more over last three Financial Years (FY) i.e. 2016-17, 2017-18 & 2018-19.	Applicable	
C-2	NETWORTH (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.	Applicable	
C-3	PROFIT 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.	Applicable	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect. (Refer Annexure-7 in this TCC doc for format).	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not Applicable	By BHEL

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 15 of 51

Sl No	PRE QUALIFICATION CRITERIA	Applicability	
E	<p>Approval of Customer (if applicable)</p> <p>Note: 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.</p>	Not Applicable	BY BHEL
F	<p>Price Bid Opening</p> <p>Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>		BY BHEL
G	Consortium tie-ups	Not Applicable	

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

Explanatory Notes for PQR B (Technical)

- 1) For the criteria (B1), actual executed value shall be considered.
- 2) 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
- 3) '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
- 4) Value of work is to be updated as per PVC formula of GCC with indices for "All India Average Consumer Price Index for Industrial Workers" with base month as date of work completion as per certificate and indexed upto two months prior to the bid opening month (Part I).

PQR C (Financial)

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
2. 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.
3. 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.
4. 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.
(*: Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)
5. C-3: 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.
Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 16 of 51

Sl No	PRE QUALIFICATION CRITERIA	Applicability
<u>Common Explanatory Notes:</u>		
1.	For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.	
2.	Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.	
3.	"Executed" means the bidder should have achieved the criteria specified, 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 of Electrical and C&I Works, (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and CI and other works if any), then value of Erection and Commissioning for the Electrical & CI portion shall be considered as 15% of the price for supply & erection of Electrical & C&I.	

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 be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 17 of 51

ANNEXURE - 2

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: _____ Bank : _____ <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	Date : _____ Amount: _____
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 PRE QUALIFICATION CRITERIA (ANNEXURE-I) 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	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration for Reverse Auction by Bidder	Applicable	YES/NO

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 18 of 51

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 19 of 51

ANNEXURE-3

INTEGRITY PACT

Not Applicable

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 20 of 51

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. Ph: +91 - 712 - 3048 - 633

Sr. Engineer Purchase, Email: svm@bhel.in, Ph: +91 - 712 - 3048 - 715

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

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.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 21 of 51

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 and/or under applicable legal provisions".

4. **Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".
5. All Statutory Requirements as applicable for this project shall be complied with.
6. **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."
7. **Following clause shall form part of the HSE documents issued under Volume IC 'General Conditions of Contract (GCC)'**

"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"
8. **Please take note of following Revised Tender Clauses:**
 - o Notice Inviting Tender: Sl No 4 and corresponding Changes in GCC Clause No 1.9 regarding EMD
 - o General conditions of Contract: Clause 1.10, 2.13, 1.15.11, Clause No. 2.7.2, Clause No. 2.7.3, Clause No. 2.7.10 (New), Clause No 2.28.5 (New), Clause No 2.21.
9. **Following Notes are added to Form F- 15 of Volume I D 'Forms & procedures'**
 - i. It is only indicative and shall be as per the online format issued by BHEL time to time.
 - ii. No request will be entertained after specified date of the current month w.r.t the changes requested in the scores of immediate previous month.

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 22 of 51

10. The following Clauses of General Conditions of Contract shall not be applicable for this Contract.

- a) Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
- b) Time of Completion (Clause No. 2.10)
- c) Extension of Time for Completion (Clause No. 2.11)
- d) Overrun Compensation (Clause No. 2.12)
- e) Interest bearing Recoverable advance (Clause no.2.13)
- f) Quantity Variation (Clause No.2.14)
- g) Extra Works (Clause no.2.15)
- h) Supplementary Works (Clause no.2.16)
- i) Price variation Compensation (Clause no. 2.17)
- j) Retention Amount (Clause no. 2.22)
- k) Performance Guarantee for Workmanship (Clause no. 2.24)

11. Delay in 1st submission of SDBG/ PBG: SDBG/ PBG 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/ PBG 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/ PBG value to be made for the gap period (difference between date of start of work and date of submission of BG/ cash recovery).

12. 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 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 of 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.

13. 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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 23 of 51

Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkond 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**".
- 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".

14. 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) 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).

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 24 of 51

action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on 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".

15. 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.

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), 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.~~

16. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable."

17. Integrity Pact: Not Applicable

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 25 of 51

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 (i.e. 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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 26 of 51

ANNEXURE-6

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/WNT-250MT-CRH/2275

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 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:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/WNT-250MT-CRH/2275

Page 27 of 51

ANNEXURE-7

UNDERTAKING

(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 not being under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR

Ref: NIT/Tender Specification No: BHE/PW/PUR/WNT-250MT-CRH/2275

We, _____ declare that we are not under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render us ineligible for participation in this tender.

Yours Faithfully,

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

Date:

2275

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



CONTENTS

Sl. No.	DESCRIPTION	Chapter
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Work and Technical Specifications	Chapter-II
3	Facilities in the scope of Contractor/BHEL	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	Facilities by BHEL	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Drawings	Chapter-IX
10	General	Chapter-X
11	Rate Schedule & Price Bid related	Chapter-XI
12	Other Miscellaneous	Chapter-XII
13	Technical Specifications of the Offered Crane	Chapter-XIII

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

PROJECT INFORMATION		
SL No	Description	Details
1.1	Location	WANAKBORI UNIT#4 ESP R&M,DISTT-KHEDA (GUJARAT) - 388239
1.2	Nearest Railway Station	Godhara (30KM)
1.3	Nearest Airport/Seaport	Ahmedabad/ Vadodara (100 KM from site)
Contact Details for site visit		<ul style="list-style-type: none">Shri Brijesh Kumar (Deputy Engineer)/ brijesh.kumar@bhel.in / 9727762757Shri S K Kulshreshtha (GM) / (Site)/ skk@bhel.in / 9428816755

The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract. All costs for and associated with site visits shall be borne by the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2.0. BROAD SCOPE OF WORK.

FOR PROVIDING SERVICES OF 01 Nos. 250 MT BASIC CAPACITY CRAWLER CRANE ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT WANAKBORI UNIT#4 ESP R&M,DISTT-KHEDA (GUJARAT) - 388239

The crane shall be engaged in the project construction work of thermal power plants consisting of Boiler, Electrostatic Precipitator, Various Structures, Tanks, Vessels and other equipment of these plants as per instructions of the BHEL Engineer-in-Charge.

THE INTENT OF THIS TENDER SPECIFICATION IS TO HIRE THE SERVICES 01 NO. 250 MT CAPACITY CRAWLER CRANE ON MONTHLY HIRE BASIS TO SUIT THE SPECIFIED REQUIREMENTS.

2.1. TECHNICAL REQUIREMENT & DURATION OF DEPLOYMENT

The offered crane shall meet the following requirements.

Technical Requirement & Duration of Deployment		
SN	Description of Parameter/Feature	Details/Requirement
2.1.1	Number of Crane Required	01
2.1.2	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) without Heavy Lift Attachment	250 MT
2.1.3	Boom Type	Tubular Lattice
2.1.4	Total Boom Length	84 m or above
2.1.5	Jib Type	Luffing Jib
2.1.6	Jib Length	60 meter
2.1.7	Crawler to Crawler outer dimension	Maximum 8.0 meter
2.1.8	Heavy Lift Attachment (HLA)	No
2.1.9	Model / Age of Crane	The crane shall not be older than 15 years as on date of deployment. The manufacturer's certificate, invoice copy or relevant documentary proof shall be furnished with bid documents for evaluation of bid. Before deployment of the crane at site bidder has to submit a set of same documents of crane to BHEL site in-charge

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

<u>Technical Requirement & Duration of Deployment</u>		
SN	Description of Parameter/Feature	Details/Requirement
		<p>to confirm /verify that, the crane going to be deployed shall not be older than 15 years. Only after receipt of confirmation from BHEL site in-charge, bidder can deploy the crane.</p> <p>CRANE MUST BE IN THE POSSESSION OF BIDDER AT THE TIME OF OFFER SUBMISSION.</p>
2.1.10	Lifting Capacity of Hook Block	<p>a) 1 no. of 100-150 MT lifting capacity b) 1 no. of 40-50 MT lifting capacity c) 1 no. ball hook i.e. 10-15 MT</p>
2.1.11	Safety Devices Required	<p>a) Cut off devices when exceeding excessive load moment. Safe load indicator with visual display in operators cabin for load chart, maximum allowed load, gross load, net load on hook, operating radius and single boom/jib length, boom/jib sheave height etc., and fault display.</p> <p>b) Anemometer c) Level Gauge (Operator Cabin) d) Main Hoist, Jib Hoist & Boom Hoist limit switch e) Boom backstop. f) Signal Horn & Swing Flasher/Warning Buzzer g) External Lamp For Overload Alarm</p>

NOTE: - BIDDER SHALL FURNISH RELEVANT DOCUMENT IN SUPPORT OF ABOVE MENTIONED TECHNICAL DATA LIKE LOAD CHART, JIB DETAILS, HLA ETC.

2.2. GENERAL REQUIREMENTS

- 2.2.1 The offered crane should have **boom travel limit alarm/stop** and **hoist travel alarm/ stop** safety features as minimum requirement. Other additional safety features, if any, should be made available to user without any additional cost.
- 2.2.2 Bidder shall submit along with technical bid a **copy of load chart** and technical details of crane offered as per **Appendix-A “Technical Specification” (format on e-portal)**.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

- 2.2.3 Bidder shall make available the complete set of Main Boom & Jib attachment with offset angle adjustment facility as specified for the crane in one go, that is at the time of mobilization. However the crane shall be initially and subsequently assembled as per the site requirement to be specified by BHEL site engineer. Bidder shall furnish the details of Main Boom & Jib configuration offered for respective crane in their technical bid.
- 2.2.4 The crane shall be equipped with rest platform and guard rail etc. and other protective facilities for operator's personal safety when moving up & down. Bidder shall specifically indicate the climbing facility provided with the crane.

2.2.5 **THE CRANE MUST BE IN THE POSSESSION OF BIDDER.**

If at any moment of time during the execution of work, any crane is found to be not in a good working condition and non-performing at desired minimum capacity, as certified by BHEL engineer, the contractor shall deploy another crane in good working condition with minimum desired capacity within 30 days.

- 2.2.6 The crane shall be provided with operator, helper, service & maintenance staff & all other consumables (if any). The crane should be in good working condition. Bidder may please note counter weight as required shall be in the scope of supply of bidder. Bidder shall also furnish detail Load Chart with range diagram and relevant drawings of the Crane.

2.3. **HEAVY LIFT ATTACHMENT (HLA)**

250 MT capacity crane shall not have any HLA within the said lift range. Crane that necessitate HLA up to and including these rated capacities will not be accepted by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the Scope of Contractor/BHEL

3.1 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES

- 3.1.1 The price quoted shall be inclusive of operation (**excluding fuel**) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy Operator- cum-Mechanic, Helper and Maintenance Crew to ensure smooth operation and maintenance of the crane without affecting work. No extra payment shall be made towards engagement of crew in overtime working hours. The crane shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL engineer.
- 3.1.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (**except fuel**) that are necessary to fulfil the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide fuel commensurate with utilization time and agreed consumption rate.

3.2 FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT

Contractor shall arrange and submit **fitness certificate** of the assembled crane at site from the statutory authority as applicable.

3.3 LOAD TESTING AT SITE

BHEL will provide suitable load for carrying out the load test on assembled crane, however contractor shall arrange to & fro transportation of such test load within plant premises and return the same after completion of load test at their own cost.

Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per crane load capacity chart.

3.4 BOOM EXTENSION & REDUCTION

First assembly of the entire crane including required boom length, as decided by Construction Manager BHEL and dismantling for demobilization are in regular scope of these services.

For any in-between requirement of boom extension or reduction of the cranes at site, the manpower, tools and tackles required shall be provided by BHEL's erection agency free of charges. However the Contractor shall extend supervisory services of the operating crew for all such instances as necessary for BHEL. This duration shall be treated as services utilized and considered for payment of hire charges.

3.5 LUBRICANTS:

Hydraulic oil, Engine Oil, Grease and all other lubricants and associated consumables e.g. filter elements etc., have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost plus overhead charges (currently @30%) shall be recovered by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the Scope of Contractor/BHEL

3.6 REPAIR & MAINTENANCE COST

The cost of repairs arising during the operation should be borne by the contractor. Necessary manpower, fuel, lubricants, tools & tackles, assist cranes and spare parts shall be made available by the contractor as a normal scope to attend the breakdowns.

3.7 SCOPE FOR MOBILISATION & DEMOBILISATION

Contractor shall arrange suitable capacity assist cranes and Tools & Tackles at the respective project site for unloading of crane sub-assemblies, components, assembly, dismantling / loading of the crane during mobilization & de-mobilization of crane. Contractor shall also arrange to and fro transportation, skilled manpower and consumables at his own cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MME to be deployed by Contractor

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.

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: Facilities by BHEL

5.1 FUEL, LUBE AND HYDRAULIC OIL ETC.

Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL/ BHEL's erection contractor after the services of the crane is accepted by BHEL after first load test till the services are being utilized by BHEL. Consumption of fuel shall be as indicated by the bidder in this offer (Technical Bid). Excess consumption, if any, due to inefficient engine performance, leakage, theft and other reasons attributable to the bidder/crane shall be on the bidders account. The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE FOR DEPLOYMENT OF CRANE & COMMENCEMENT OF SERVICES

The deployment schedule of the crane indicated earlier here is tentative. Notwithstanding such indications, **crane shall be deployed and made operational at site within Thirty (30) days from the written intimation for deployment of crane.** A separate written notice asking to deploy the crane shall be issued by BHEL.

SL. No	Identification	PROJECT	TENTATIVE DEPLOYMENT MONTH/YEAR	REGULAR CONTRACT DURATION	EXTENSION PROVISION
1	250 MT Crane	WANAKBORI UNIT#4 ESP R&M,DISTT-KHEDA (GUJARAT) - 388239.	June 2020	03 months	Extendable by another 01 (One) month under the contractually agreed terms & conditions.

Delay in deployment shall attract penalty as per clause no. 2.7.9 (Liquidated Damages/Penalty) of General Conditions of Contract- Volume-IC.

6.1.2 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

The contract period shall commence from the 1st successful load testing of crane with mutually agreed boom length at project site location and its written acceptance by BHEL. The Contract Period (duration of hiring) will generally be as indicated under 'Regular Duration' in tabular form earlier here. Contract Period may be extended depending upon the requirement of BHEL as specified therein.

If the performance/services of the contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning reason and no payments will be made for the period after foreclosure.

6.1.3 REGULAR WORKING HOURS

The services of crane with operating crew shall be made available to BHEL round the clock (for duration of Twenty Four hours per day) including total two-hour break (60 minutes for lunch and 4 tea intervals of 15 minute each).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VI: Time Schedule

However, **regular working hours will be 12 hrs (including 01 hour break for lunch and 2 tea intervals of 15 minute each)** & the same shall be adjusted / agreed to suit the working hours of the project site from time to time. Working beyond normal working hours of 12 hrs shall be treated as overtime and paid on Pro rata daily & Hourly hire basis in line with **Clause no.7.6.**

6.1.4 EXTENSION PERIOD

Agreed monthly hire charge shall remain **firm** throughout the **Regular Duration** indicated against the crane. Applicable monthly hire charges for **Extension Period** as proposed in this Tender Specification (**and any further extension beyond extension period specified in this tender**) shall be **90%** of the rates agreed for the **regular contract/hiring period**. No other revision of the rate shall be admitted during these periods.

6.1.5 HOLIDAYS AND OTHER BENEFITS:

BHEL holidays (including Sundays) shall be treated as holidays for the operation of this contract. In case services are availed on these days, the same will be treated as overtime.

Being an important power project construction work, erection activities are likely to be carried out on holidays as well. No extra payments are envisaged other than the rentals for such holidays as specified elsewhere herein. The rates quoted by bidders shall be inclusive of such considerations.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Terms of Payment

7.0 PAYMENT TERMS

7.1 The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and GST etc., with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.

7.2 Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.

7.3 Progressive Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the crane and till the crane withdrawn for de-mobilization from the site. Mobilization/demobilization, local shifting etc., which shall be paid separately.

7.4 No advance payments shall be made by BHEL for this contract.

7.5 Payment towards mobilization and de-mobilisation of crane shall be made in the manner as specified below.

7.5.1 First 50% of the specified amount for mobilization and demobilization will be paid after deployment of the crane complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of crane as required by BHEL and BHEL's acceptance of load test of assembled crane at site.

7.5.2 Remaining 50% of the specified amount for mobilization and demobilization will be paid after removing the crane from the project site and clearing the site premises in all respect.

7.6 **PRO RATA DAILY & HOURLY HIRE CHARGES:** In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days shall be made by BHEL as follows.

7.6.1 Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 26

7.6.2 Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 312

7.7 **HOURLY OVERTIME CHARGES:** If the crane is required beyond the normal working hours as stipulated in this tender specification, overtime payment shall be made as following.

7.7.1 Hourly Overtime charges = 15% of Pro Rata Hourly Hire charges (as in 7.6.2)

7.8 **SERVICES IN EXTENDED HOURS:** Services of the crane with crew may be needed by BHEL beyond the specified regular working hours. Prior consent from BHEL's construction manager shall be obtained by the contractor for rendering such services. Payment for the same shall be made along with the concerned month's Hire charges bill on **pro-rata basis as per clause no. 7.6 earlier here.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – VII: Terms of Payment

7.9 BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC. DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS

7.9.1 The contractor shall ensure 100% availability of the services of crane. If however there is any breakdown of the crane, the services shall be restored at the earliest so as not to affect the work at project site.

When the crane becomes idle due to failure attributable to its own mechanism, the idle hours for making the crane ready will be deducted from the monthly hire charges on the basis of 1.5 times of pro-rata basis as per clause no. 7.6.

7.9.2 BHEL may also choose to utilize the services of the crane in extended hours or on holidays to offset the lost hours due to breakdown in lieu of disallowance (deduction from monthly bills) as stipulated above. Construction Manager BHEL shall permit offsetting of lost hours only after the incidence of such breakdown and usually within the remaining period of the concerned calendar month of breakdown. Carrying forward to subsequent months shall be at the sole discretion of BHEL construction manager.

Offsetting shall be done with express prior permission of BHEL Construction Manager by availing the services in extended hours or on holidays. Depending on the actual project requirement, BHEL may opt to offset the lost hours due to breakdown either partly or fully. In the event of partial offsetting, disallowance as in relevant clause shall be applicable for the remaining lost hours.

7.9.3 In case there is a major breakdown of the crane, the contractor shall repair it or substitute with similar or higher capacity crane with BHEL's prior consent (regarding acceptability of the substitute) within 20 days from outage, which shall be treated as idle period and no hire charges shall be paid for this period. In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the Risk and Cost of the contractor.

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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 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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

Sl. No	Projects under state	GSTIN
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.
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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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

Not Applicable

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER X – General

10.0 **VOID**

10.1 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).

10.2 **Road permits, Octroi, GST and Declaration Forms etc. required for deployment of the crane at the destination sites shall be arranged by the bidder and necessary registration and/or permission as may be applicable in the respective states shall duly be complied with by the bidder. Quoted price/rates shall be inclusive of above. BHEL will neither issue any Road Permit /GST declaration forms for this purpose nor pay any taxes in this regard.**

10.3 **GENERAL**

10.3.1 In case of any contradiction between “General Condition of Contract” & “Technical Conditions of Contract” of this Tender Specification, the provisions of Technical Condition of Contract shall prevail.

10.3.2 In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount recalculated for the intended order quantity.

10.3.3 In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

10.3.4 In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

10.4 **STATUTORY REQUIREMENTS**

ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.

10.5 **GATE PASS FOR MEN & MATERIALS**

Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

10.6 **INSURANCE COVER FOR MEN & MATERIALS**

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third Party Liability cover for the cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the crane/cranes, to any other persons/ public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER X – General

BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

10.7 ACCOMODATION & LOCAL CONVEYANCE

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site.

10.8 DAILY LOG BOOK

The contractor shall maintain a logbook in duplicate giving full operation details, preventive maintenance and Breakdown records and obtain counter signature of BHEL Engineer in Charge on a daily basis. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.

10.9 RELIEVERS FOR OPERATING CREW

In case any member of the operating crew proceeds on leave/ is absent, the contractor shall arrange alternative beforehand for continuation of work to meet BHEL's time-bound erection programme.

10.10 Safety, Occupational Health and Environmental Management

As per "Health Safety Environment Plan" which is part of Volume IC-GCC.

10.11 LIQUIDATED DAMAGES: As per GCC & conditions in this Technical Bid Volume-I

10.12 SECURITY DEPOSIT & BANK GUARANTEE

10.12.1 Security Deposit: Please refer Clause no. 1.10 of Volume-I C GCC

10.12.2 Contract Value for Security Deposit (SD):

At the beginning of contract, the Security Deposit shall be calculated according to the awarded Contract Value. Subsequently amount of SD shall be regulated based on the Contract Value that is arrived at after taking care of time extensions, short closure etc. Accordingly contractor shall pay additional amount of SD or BHEL will adjust/refund excess SD if any. For further details, refer Clause no. 1.10 of Volume-I C General Condition of Contract (GCC).

10.12.3 Guidelines for acceptance of Bank Guarantees are as follows:

Refer **Clause no. 13 of Annexure-4 "Important Information" of NIT.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XI – Rate Schedule & Price Bid Related

11.0 RATE SCHEDULE, QUOTED RATES / PRICE & CONTRACT VALUE.

11.1 Bidders shall quote their price in the Rate Schedule furnished in “Price Bid Specification” issued as Volume-II of this tender specification.

11.2 **Total amount payable** towards **mobilization and de-mobilization** of respective crane shall be as in the table below:

S No.	Description of Crane	Total Amount for One-Time Mobilization and Demobilization
1	250MT Crawler Crane	Rs. 29,56,000/- (Fix)

Mobilization- Demobilization amounts are also indicated in the Rate Schedule for cranes. Bidder shall neither quote any amount towards mobilization and demobilization separately nor make any alteration in these amounts specified by BHEL. Offers with any deviation in this regard will be rejected.

11.3 Bidder shall quote only monthly hire charge rate and indicate the corresponding amount for the duration indicated in the Rate Schedule. Bidder shall also indicate the total amount comprising of total monthly hire charges and mobilization & de-mobilization charges for the crane. In case of any discrepancy between the rates and amounts, the monthly hire charge rate quoted by the bidder shall be considered as correct and the grand total amount for the crane shall be re-calculated for the purpose of offer evaluation.

11.4 Prices shall be inclusive of all applicable taxes (**excepting GST**), levies, services, consumables (**excepting fuel**), as per provisions under the Terms & Conditions in scope of contractor mentioned in this Tender Specification.

11.5 Contract Value for Offer Evaluation & Work Order (Award Value):

11.5.1 Total Contract price for One Crane = (Monthly Hire Charges x No. of months in regular contract period) + One-Time Mobilisation-Demobilisation Charges as specified in clause 11.2.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XII – Other Miscellaneous

12.0 COST ESTIMATION / EVALUATION TOWARDS CIVIL WORK (IF ANY)

For evaluation of cost towards foundation / chassis counter weights / chassis blocks / blaster / concreting etc., per unit rates for civil work will be as per table below:-

Sl.no.	Description of Item	Unit	Rate (INR)
1.	Excavation in earth, soft rock, hard rock: a) Depth from ground level but not exceeding 2 m b) Depth exceeding 2 m but not exceeding 4 m	CUM	-----
2.	Extra over Sr No. 1 for carriage of excavated earth/selected materials for every 1 km or part thereof beyond an initial lead of 500m.	CUM	
3.	<u>PCC:</u> Concrete of grade M10 (1 part cement, 3 part sand, 6 parts of 40 mm graded aggregate by volume) as lean concrete, levelling course, mud mat under and around foundations/floors at any depth below finished floor level etc.	CUM	
4.	<u>Reinforced cement concrete grade M-25:</u> Providing and laying Design Mix cement concrete conforming to IS:456 & IS 10262-2009 for reinforced concrete works with coarse sand and graded hard stone aggregate of 20 mm nominal size in foundations/ substructure at any level below finished floor level, any shape, position or thickness etc complete including use of plasticizer/ superplasticizer conforming to IS:9103 (latest) to achieve required slump in concrete all complete as per specification & drawing for the following:	CUM	
5.	<u>Reinforced cement concrete grade M-30:</u> Providing and laying Design Mix cement concrete conforming to IS:456 & IS 10262-2009 for reinforced concrete works of grade M-30 Grade including addition of suitable plasticizer conforming to IS 9103(latest) to achieve a slump more than 125mm in concrete as per manufacturer's recommendation with 20 mm nominal size graded aggregate in concrete all complete as per specification & drawing.	CUM	
6.	<u>Fairface form work:</u> Fairface form work with good quality water proof ply wood of required thickness and smooth surface below finished ground floor level for foundations, footings, base of columns, walls, columns, pilasters, beams, mass concrete, trenches etc.	SQM	
7.	<u>Backfilling:</u> Back filling upto any depth below ground level around foundations, plinths, trenches, drains etc to proper grade and level in layers not exceeding 250 mm thickness using/with selected materials from compulsorily excavated soil available within a lead upto 500m and compacted as specified including re-excavation of stacked earth, watering, ramming/compaction by manual/mechanical means, dressing etc all complete for the following: a) Each layer compacted so as to achieve at least 95% maximum dry density as per IS-2720 (Part-VII)	CUM	
8.	<u>Reinforcement supply and fixing at site:</u> Providing, straightening, cutting, bending, placing in position at any level, binding in position of steel reinforcements of TMT steel of grade Fe-500 confirming to IS:1786 including cost of binding wire, labour, scaffolding, transportation to & from stores etc complete all as per specifications, drawings and as directed by Engineer.	MT	
9.	<u>Supply and fixing of inserts:</u> Supply, Fabrication, transportation, delivery at site and erection, installation and alignment of mild steel foundation bolt assembly conforming to IS:2062 and grade 1 of IS:432 in concrete along with nuts, lock nuts (as per IS:1363, 1364 and IS:3138), washers, anchor plates, stiffener plates, protective tape, pipe sleeves, templates etc. including welding, cutting, grinding, threading, drilling etc. all complete.	MT	

Notes:-

- Cost for civil works related to foundation / counter weights etc will be in **BHEL's scope**.
- Evaluation of L1 Rates:
- Evaluation of the offers shall be carried out based on the **LANDED COST TO BHEL** as follow:-
"LANDED COST TO BHEL = (No. of Months x Monthly Hiring Charges) + (Mob-Demob charges) + Cost to BHEL for civil works related to foundation/counter weights etc for one time installation"

Cost of civil works will cover cost of foundation / chassis counter weights / chassis blocks / blaster / concreting etc. and shall be calculated by BHEL based on the drawings/documents submitted by the bidder. (Refer Clause no.7 of Technical Conditions of contract for further details)

* The cost of foundation for respective bidder shall be intimated as per bidder's request on evaluation.

** Civil work as described above is in BHEL scope.

*** Counter weights for **counter-jib** to be arranged by bidder.

**** Cost for civil work shall be evaluated based on drawing provided by the bidder during techno-commercial evaluation. Additional cost (if any) due to change in drawings/ additional details provided at the time of civil foundation work shall be on account of vendor & will be recovered.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XIII – Technical Specifications of the Offered Crane

13.0 INSTRUCTION FOR FILLING UP APPENDICES

- 13.1 “[**Appendix-A Tech Specification**](#)” is issued separately as a format on [**e-procurement portal**](#) wherein the bidder(s) must submit the technical details of offered crane(s).
- 13.2 Bidder may offer more than one crane model for the tender requirement & submit details in separate forms provided in Appendix-A as part of Technical cum Commercial Bid.
- 13.3 In case bidder wants to offer more than one crane model, forms on e-portal are provided to fill details of upto 02 separate crane models (refer forms for fillings details of Crane-01, Crane-02).
- 13.4 In case Bidder wants to offer more than 02 crane models, bidder may download the "Technical Specifications- Appendix-A" excel format & submit the details separately duly signed and must upload the same.
