

TENDER SPECIFICATION

No.

BHE/PW/PUR/MANUT-HUCK-REPAIR/1915

FOR

**MAJOR REPAIR/OVERHAULING OF 05 SET HUCK
BOLTING MACHINES POWERIG (ALCOA MAKE MODEL
HK432-2) AND ITS INSTALLATION TOOLS (ALCOA
MAKE, MODEL 2620-PT & 2628)**

VOLUME- I - TECHNICAL BID

VOLUME-I CONSISTS OF:

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

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

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NIL	Notice Inviting Tender	(Part of <u>Vol-IA</u>)
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BHARAT HEAVY ELECTRICALS LIMITED

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

Tender specification No- BHE/PW/PUR/MANUT-HUCK-REPAIR/1915

ISSUE DETAILS

NAME OF THE WORK:

FOR MAJOR REPAIR/OVERHAULING OF 05SET HUCK BOLTING MACHINES POWERIG (ALCOA MAKE MODEL HK432-2) AND ITS INSTALLATION TOOLS (ALCOA MAKE, MODEL 2620-PT & 2628).

LAST DATE & TIME FOR SUBMISSION OF COMPLETED OFFERS: PLEASE OBTAIN THE LATEST DETAILS FROM OUR WEB PAGE <http://www.bhel.com> (Tender Notifications, → View Corrigendums)

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

M/s.....

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(THESE TENDER SPECIFICATION DOCUMENTS ARE NOT TRANSFERABLE)

FOR BHARAT HEAVY ELECTRICALS LIMITED

Addl General Manager (Purchase)

PLACE: NAGPUR

DATE:

----- NOTICE INVITING TENDER (NIT) -----



BHARAT HEAVY ELECTRICALS LIMITED

POWER SECTOR-WESTERN REGION

'Shreemohini' Complex, 5th floor

345-Kingsway Nagpur 440001

Phone: 0712-3048600-604 Fax: 0712-3048 605, 698, 699

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Offers are invited in two part bid system from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in ANNEXURE-1) through [E-procurement portal https://bheleps.buyjunction.in](#) 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://bheleps.buyjunction.in>. No Hard copy bid or bids through email/ fax shall be accepted.**

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/MANUT-HUCK-REPAIR/1915	
ii	Broad Scope of job	FOR MAJOR REPAIR/OVERHAULING OF 05SET HUCK BOLTING MACHINES POWERIG (ALCOA MAKE MODEL HK432-2) AND ITS INSTALLATION TOOLS (ALCOA MAKE, MODEL 2620-PT & 2628).	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-I	<i>Technical Bid</i>	<i>Applicable</i>
B	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>
C	Volume-IB	Void	Applicable
D	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
E	Volume-ID	Void	Applicable
F	Volume-II	Price Schedule (Absolute value) consists of:- • Volume-II- Price Bid Specification	<i>Applicable</i>
iv	Issue of Tender Documents	Date: 07/02/2018 From "https://bheleps.buyjunction.in" Tender documents will be available for downloading from website till due date of submission.	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 17/02/2018, Time : 15.00 Hrs Place : on E-Tender Portal → https://bheleps.buyjunction.in Offer to be submitted online only through e-procurement Portal	<i>Applicable</i>
vi	OPENING OF TENDER	Date : 17/02/2018, Time : 16.00 Hrs Notes: (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. (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.	<i>Applicable</i>
vii	EMD AMOUNT	Rs 10,375/- (Rupees Ten Thousands Three Hundred Seventy Five Only) Note: One Time EMD is no more applicable for this tender.	<i>Applicable*</i> (*---Refer Annex-04 "Imp. Information" of NIT for MSE Vendors)

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. BHE/PW/PUR/MANUT-HUCK-REPAIR/1915

----- NOTICE INVITING TENDER (NIT) -----

viii	COST OF TENDER	Rs 2000/-	Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: At least 3 days before the due date of offer submission Along with soft version also, addressing to undersigned & to others as per contact address given below Ms. Pragati Tigga (pragati.tigga@bhel.in) Mr. P Saravana Kumar (sk@bhel.in) Mr ABHIJEET KUMAR (kabhi@bhel.in)	Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted on BHEL's e-tender portal "https://bheleps.buyjunction.in" and not in the newspapers. Bidders to keep themselves updated with all such information	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly **digitally** signed on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

~~3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day. Copy of Cash receipt or the proof of Demand Draft duly **digitally** signed is to be uploaded with the Techno-Commercial offer **on e-tender portal <https://bheleps.buyjunction.in>**. 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. In case of remittance of EMD through Demand Draft/Pay Order, same shall be in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.

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

NAME OF THE COMPANY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. **BHE/PW/PUR/MANUT-HUCK-REPAIR/1915**

----- NOTICE INVITING TENDER (NIT) -----

MICR CODE OF THE BANK BRANCH	440002002
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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	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 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 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.

~~Copy of One Time EMD Certificate~~ or the proof of Demand Draft/ Payorder or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bheleps.buyjunction.in>**. In case of Demand Draft/ Payorder, Original Demand Draft/ Payorder 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:**

Submission of Offer for E - Tender

I. Invitation for bid

Tenders are invited through electronic mode. The offers shall be uploaded into the system before the date and time specified in the tender. Bids shall be submitted through e-Procurement portal, <https://bheleps.buyjunction.in>, of M/s m-Junction Services Limited who is our E- procurement service provider

II. Hardware and Software requirements for participating in e-tender

Requirement for participating in e-Procurement is as under:

- A Computer with internet connectivity (Internet Explorer Version 9 and above)
- Digital Signature Certificate (Class 3-SHA2-2048 BIT-with both Signing and Encryption part separately)
- JAVA (Version 1.7 Update 51 or higher)

III. Instructions for Registered Suppliers*

Registered suppliers* - Refers to registration of suppliers (with BHEL POWER SECTOR) for quoting in e-tenders only and not the regular Supplier Registration

In case of open tenders, **Registered suppliers*** with registered DSC will have to login with their user id/password & DSC and search for the Open Tender. On clicking the "Interest" button, they will get attached to that particular Open Tender.

Registered suppliers without DSC will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the "REGISTER" button.

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.

----- NOTICE INVITING TENDER (NIT) -----

IV. Instructions for new suppliers wishing to bid against open tenders

New, unregistered suppliers wanting to bid against open tender/s will have to first register themselves in <https://bheleps.buyjunction.in> as new supplier by clicking the “REGISTER” button.

After entering the Income Tax Permanent Account Number (PAN) details and pressing “Enter”, they have to click the “Interested” button against the respective BHEL Unit (BHEL POWER SECTOR in this case) for which they want to take part in the Open Tender and fill up other relevant Company information as a one-time activity.

Then, a box for filling in a “preferred login id” will appear at the top of the page. After giving the “preferred login id” and then clicking the “Next” button, Supplier would have to map their DSC (which will be activated by M/s m-Junction Services Limited), if available. Or else, by pressing “skip” button and selecting relevant procurement category from the list available in the next page and “agreeing” to the BHEL’s terms & conditions, user id and password will be generated/activated once in 2 hours and mailed to their registered email id. Using this user id and password, Supplier has to login and map the Digital Signature Certificate they have purchased to their code. The DSC will then be activated by M/s m-Junction Services Limited.

As per the requirement of tender, the necessary documents have to be filled-in online, in the provided template. Additional documents required are to be scanned and uploaded as .pdf file. Suppliers are advised to take note that the maximum space that is provided for uploading the documents that are to be attached is 300 MB. However the size of an individual document cannot exceed 10 MB. For any clarification on submission of offer on line, attention of the Supplier/s is invited to our document “Supplier Manual” hosted in the home-page of the e-procurement portal. During normal business hours, helpline maintained by the service provider m-Junction is available for clarifying any doubts of supplier/s. The helpline numbers are 09300770104 or 09500199108.

V. Submission of Tender

Procedure for Submission of Tender is available in the “Sellers Manual” at E-tender portal <https://bheleps.buyjunction>. Terms and conditions mentioned therein shall form integral part of this NIT and bidders shall abide by the same.

Offers are invited in two-parts as detailed below and the documents mentioned herein shall be submitted/uploaded as part of offer as per the procedures cited in E-tender portal <https://bheleps.buyjunction>.

VI. Note

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

The Tenderers must submit their Tenders, as detailed below:

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

The contents of the offer/tender are as given below. **(All Documents to be digitally signed and uploaded in E-tender Portal)**

Sl no	Description	Remarks
	Part-I A	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in ‘No Deviation Certificate’ as per prescribed format. Note: a. In case of any deviation, the same should be submitted separately, indicating respective clauses of tender against which deviation is taken by	

----- NOTICE INVITING TENDER (NIT) -----

	bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that a credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, Unpriced bid etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
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 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	
	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 **VOID**

----- NOTICE INVITING TENDER (NIT) -----

- 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.
- 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. Please Refer Reverse Auction Clause in ANNEXURE-4 of NIT.

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

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.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 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.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 Order of Precedence:
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc. may undergo change from time to time and the latest one shall be followed

For BHARAT HEAVY ELECTRICALS LTD
(AGM 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 by Bidder
07. Annexure-7: Proforma of Bank Guarantee for Earnest Money.

PRE QUALIFYING CRITERIA

JOB	Major Repair/Overhauling of 05 Set Huck Bolting Machines Powerig (Alcoa Make, Model HK432-2) and its installation Tools (Alcoa Make, Model 2620-PT & 2628)	
E-Tender Specification Number: BHE/PW/PUR/MANUT-HUCK-REPAIR/1915		
SL NO	PRE QUALIFICATION CRITERIA	APPLICABILITY
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE
B	<u>Technical Criteria:</u> Bidder must have successfully carried out REPAIRING & TESTING of Huck bolting Machine Powerig (Alcoa Make, Model HK432-2) and its installation tools (Alcoa Make, Model 2620-PT & 2628) in last Seven years as on latest date of offer submission. Bidder shall furnish documentary evidence in support of the same.	APPLICABLE
C-1	<u>Financial: TURNOVER Criteria</u> Bidders must have achieved an average annual financial turnover (audited) of Rs 1.55 Lakhs or more over last three Financial Years (FY) i.e. 2014-2015, 2015-2016, 2016-2017.	APPLICABLE
C-2	<u>NETWORTH</u> (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	<u>PROFIT</u> 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
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE
E	Approval of Customer	NOT APPLICABLE
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	BY BHEL
G	Consortium tie-ups (if applicable)	NOT APPLICABLE
	<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u> <u>Explanatory Notes for PQR B (Technical)</u> 1. For the criteria (B), work should have been executed as on latest date of offer submission. Bidder must submit documentary evidence to establish the same (Work order along with Completion certificate/ delivery challan/ LR copy/ payment advice etc). <u>PQR C (Financial)</u> 2. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures 3. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three. 4. 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. 5. C-2:-NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1	

----- NOTICE INVITING TENDER (NIT) -----

	<p>above.</p> <p>6. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</p> <p>7. C-3:- PROFIT : PROFIT shall be PBT earned during any one year of last three financial year as in C.1 above</p> <p><u>Common Explanatory Notes:</u></p> <p>8. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.</p> <p>9. Time period for achievement of the qualification requirement is in the last 7 years ending on the 'latest date of Bid submission' of tender.</p> <p>10. "Executed" means the bidder should have achieved the criteria specified in PQR-B, even if the contract has not been completed or closed.</p> <p>11. 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.</p> <p>12. In case of Consortium the following shall be complied with:-</p> <p>a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement with a validity period of six months initially. Thereafter, the Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on six monthly basis.</p> <p>b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).</p> <p>c. Number of partners including prime Bidder shall be NOT more than 2 (two).</p> <p>d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria".</p> <p>e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria" as detailed under PQR B.</p> <p>f. Prime Bidder shall comply with all other Pre-Qualifying criteria for the Tender unless otherwise specified.</p> <p>g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.</p> <p>h. Prime Bidder shall be the Bidder who has a major share of work.</p> <p>i. Prime Bidder shall be responsible for the overall execution of the Contract.</p> <p>j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.</p> <p>k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.</p> <p>l. In case Prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.</p> <p>m. After successful execution of two similar works in consortium with the same consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for similar works, subject to certification from end user/purchaser about the active involvement of the prime bidder for satisfactory execution of the works.</p> <p>n. The Consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.</p>
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Note: Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per its internal guidelines

----- NOTICE INVITING TENDER (NIT) -----

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	Details of Contact person for this Tender (<i>Please fill the contact details of the person responsible for the tender so that he/she can be contacted directly regarding any clarifications</i>)	Name : Mr/Ms Designation: Tel No: Mobile No: Fax No: Email -Id:-	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	As per NIT	
		APPLICABILITY	BIDDER REPLY
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 (Tech Bid, Volume-IA & Price Bid) including annexures, appendices etc. are read understood and signed	Applicable	YES/NO
10	Declaration by authorized signatory	Applicable	YES/NO
11	No deviation certificate	Applicable	YES/NO
12	Declaration for Reverse Auction by Bidder	Applicable	YES/NO
13	Declaration confirming knowledge about site conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Bank account details for e-payment	Applicable	YES/NO
16	Power of attorney for submission of tender/signing contract agreement	Applicable	YES/NO
17	Bidder has familiarized himself with all relevant local laws & conditions	Applicable	YES/NO
18	Copy of similar work executed in the past 7 years	Applicable	YES/NO

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

INTEGRITY PACT

Not Applicable

IMPORTANT INFORMATION

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR at above address. Bidders may also opt to correspond with following BHEL officials regarding this tender through email at following email ids. However please be informed that tenders shall necessarily be submitted in BHEL e-procurement portal→<https://bheleps.buyjunction.in> :

- ❖ AGM Purchase, Email id: prchiwarkar@bhel.in. Ph: +91 – 712 – 3048633
- ❖ Sr. Engineer Purchase, Email id: kabhi@bhel.in , Ph: +91 – 712 – 3048704
- ❖ Sr. Engineer Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 3048635
- ❖ Sr. Engineer Purchase, Email: pragati.tigga@bhel.in Ph: +91 – 712 – 3048735

Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

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](http://www.bhel.com/vender%20registration/pdf/Suspension%20guidelines%20adbridged.pdf)
3. **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**

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

4.1 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.

4.2 Commitment by Bidder/ Supplier/ Contractor:

4.2.1. 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.

4.2.2. 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.

4.2.3. 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.

----- NOTICE INVITING TENDER (NIT) -----

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.

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

“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:

- i. Notice Inviting Tender: Sl No 9,10,11
- ii. General conditions of Contract: Clause 2.9, 2.10, 2.12, 2.13, 2.14, 2.15, 2.17, 2.22 and 2.24 shall not be applicable.
- iii. ~~Special Conditions of Contract: Clause No 4.2.1.7~~

9. PRICE VARIATION CLAUSE

Price Variation Clause no. 2.17 of Vol I C GCC shall not be Applicable.

10. OVER RUN COMPENSATION

Over Run Compensation Clause no. 2.12 of Vol I C GCC shall not be Applicable.

11. LIQUIDATED DAMAGES/PENALTY

GCC Clause 2.7.9 (Liquidity Damages/Penalty) shall not be applicable. Liquidity Damages/Penalty is applicable as per Clause 6 of Technical Conditions of Contract (TCC) – Volume-IA.

12. Acceptance of Bank Guarantee (BG):

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

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

“Bank Guarantee issued by:

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

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. **BHE/PW/PUR/MANUT-HUCK-REPAIR/1915**

----- NOTICE INVITING TENDER (NIT) -----

Corporation Bank
Deutsche Bank
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd.
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

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

13. Broad Terms and 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 **(Declaration format is also available in Techno-commercial Compliance)**. 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 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’:

Bharat Heavy Electricals Limited: PSWR: Nagpur
Tender Specs. No. **BHE/PW/PUR/MANUT-HUCK-REPAIR/1915**

----- NOTICE INVITING TENDER (NIT) -----

“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://bheleps.buyjunction.in>, the term ‘envelope sealed bid’ to be read as “price bid in e-procurement portal”.

14. MSE Vendors:

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

15. ‘One time EMD’ is no more applicable for this Tender.

MSE ANNEX

Certificate by Chartered Accountant on letter head

This is to Certify that M/s _____, (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) _____ dtd: _____, Category: _____ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs _____ Lakhs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)

Name –

Membership number –

Seal of Chartered Accountant

Declaration for Reverse Auction

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

To,

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

Dear Sir,

Sub: Declaration for Participation in Reverse Auction (RA)

Ref: NIT/Tender Specification No: BHE/PW/ PUR/ MANUT-HUCK-REPAIR/1915

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:

Place:

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY

Not Applicable

1915

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

JOB: Major Repair/Overhauling of 05 Set Huck Bolting Machines Powerig (Alcoa Make, Model HK432-2) and its installation Tools (Alcoa Make, Model 2620-PT & 2628)

1. SCOPE OF WORK

Table-1		
Sr. No.	Work Description	Qty.
1	Transportation of Huck Bolting Machine Powerig and installation tools from BHEL Site Koradi R & M (03 Sets). & Ukai R & M (02 Sets.) to Vendor's Workshop.	05 Set
2	Overhauling of Huck Bolting Machine Powerig (Alcoa Make, Model HK432-2) including testing to its design parameter and complete readiness of the equipment's. Note: Supply of spares to overhaul the Powerig will be in Agency's scope and cost of these to be included in service charge.	05 Set
3	Overhauling of Huck Bolting Machines installation tools (Alcoa Make, Model 2620-PT- 01 No. & 2628-01 No.) Including testing of present tools to its design parameter and complete readiness of the equipment's. Note: List of spares required for repairing of Installation tool nose assemblies are to be submitted to BHEL. These spares will be provided by BHEL free of cost.	05 Set
4	Further transportation of Huck Bolting Machines Powerig and installation tools from Vendor's workshop to BHEL site, Manuguru after overhauling.	05 Set

2. **Completion schedule:** Work is to be completed within 45 Days from the date of Work Order.
3. Supplier to quote service charges as per the Price Format only.
4. If vendor wishes to see the condition of Huck Bolting Machines, he can visit at site on his own cost.
5. Joint inspection of repaired machines will be carried out by BHEL at Vendor's Workshop (if required). Vendor should intimate BHEL well in advance about readiness of machines, i.e at least one week in advance so that BHEL site Engineer can visit workshop for inspection.

6. Liquidated Damages Clause:

- 6.1 LD shall be applicable as 2% of the Work order value (excluding elements of taxes)per Week of delay or part thereof subject to a maximum of 10% of the total order value (excluding elements of taxes)
- 6.2 BHEL will provide the nose assembly spares within 10 days. If any delay in supply of these spares by BHEL, delay period will be excluded from total delay in work completion.

7. Payment Terms:

- 7.1 100% within 45 days from the date of receipt & acceptance of equipment at destination and submission of original invoices with complete documents to BHEL PSWR HQ NAGPUR. Payment will be released only by EFT (electronic fund transfer) mode only.

TECHNICAL CONDITIONS OF CONTRACT (TCC)- VOLUME-IA

7.2 Documents required for payment:-

- a. Original invoice
- b. Test report
- c. Delivery Challan

7.3 No payment shall be made for failed/Beyond economical Huck bolting machine including transportation (To & Fro) charge; however vendor is liable to return the Huck Bolting Machine at destination site.

7.4 Applicable GST shall be released upon compliance of following documents:

- a) Vendor declaring such Invoice in their GSTR-1
- b) Confirmation of payment of GST thereon by vendor by submitting acknowledgement/copy of GSTR-3
- c) Aforesaid GST payment is subject to receipt of goods and tax invoice by BHEL thereof

8. **Warranty/Guarantee** : Six (06) months Workmanship Guarantee for Powerig from date of receipt of Machine at Manuguru site.

9. **Validity of Quotation**

Quoted Rate shall be valid for 180 days from the date of opening and further till the completion of work. Rate to be quoted as per enclosed Price Format.

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

11. Short Closure: BHEL reserve the rights to short close the contract at any stage without assigning any reasons

12. BHEL site address where Huck bolting machine Powerig & its installation tools are presently available :

1. 03 Sets. Machines

BHEL SITE OFFICE
KORADI R&M, UNIT # 6 (210 MW)
MSPGCL, KORADI TPS
KORADI, DIST.: NAGPUR (MAHARASHTRA)

2. 02 Sets Machines

BHEL Site Office, 1x210 MW,
Ukai TPS, Ukai
Dist. - Tapi, PIN - 394680
(Gujarat)

13. After overhauling Huck bolting machine Powerig & its installation tools will be delivered to BHEL Manuguru site:

CONSTRUCTION MANAGER,
4X270MW BHADRADRI THERMAL POWER PROJECT,
VILL. RAMANUJAVARAM, MANDAL: MANUGURU,
DISTT: BHADRADRI, KOTHAGUDAM -507117
(TELANGANA)

SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA

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

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

3. **GST**:

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

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

4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below :-
BHEL GSTN – As per **annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
6. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.
In case of delay in submission of the abovementioned documents on the date of despatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
7. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA

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

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

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

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

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

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

SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA

15. TDS under GST (as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills.
16. Refer Annexure – 2 for BOCW Act & Cess Act. (if applicable)

Annexure-1

State wise GSTIN no.s of BHEL

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

SPECIAL CONDITIONS OF CONTRACT (SCC)-PART OF VOLUME-IA

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 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.

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(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.