



# भारत हेवी इलेक्ट्रिकल्स लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Page 1 of 25

Ref: PSER:SCT:NAM-F1927:7184

Date: 29-11-2018

### NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 through E-Procurement Portal <https://bhel.abcprocure.com> only for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

#### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
1.0	TENDER NO	<i>PSER:SCT:NAM-F1927:18</i>
2.0	NAME OF JOB	<i>Providing 1 no. mid range heavy lift truck (on tyre) mounted hydraulic mobile telescopic boom crane having fixed jib with lifting capacity (on outrigger) below hook 8 MT(minimum) at clear height below hook of 32M (minimum) from ground level at 55M radius (minimum) for Namrup Thermal Power Station, Dibrugarh, Assam.</i>
3.0	DETAILS OF TENDER DOCUMENT	
3.1	<a href="#">Volume-I</a>	<i>General conditions of contract- <b>Applicable</b>.</i>
	Volume-IB	<i>General conditions of contract (service) - Not applicable.</i>
3.2	Volume-IC.	<i>Special conditions of contract (supply) – Not applicable.</i>
3.3	<a href="#">Volume-ID.</a>	<i>Special conditions of contract (service) – <b>Applicable</b> (clubbed with Volume-II).</i>
3.4	Volume-IE.	<i>Not applicable.</i>
3.5	<a href="#">Volume-II.</a>	<i>Technical specification along with Special conditions of contract- <b>Applicable</b></i>
3.6	<a href="#">Volume-III.</a>	<i>Price schedule, Rev-00 - <b>Applicable</b>.</i>
4.0	ISSUE OF TENDER DOCUMENTS	<i>This is an E-tender floated online through our E-Procurement Site <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a>. Start date of the tender: 29-11-2018.</i>
5.0	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 13-12-2018, Time: 15-00 Hrs. The bidder should respond by submitting <b>their offer online in our e-Procurement platform at <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a> only.</b> Offers are invited in two-parts only. <b>Hard copy bid or bids through email/ fax shall not be accepted.</b></i>
6.0	OPENING OF TENDER	<i>Date: 13-12-2018. 1 hours after the latest due date and time of Offer submission Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</i>
7.0	EMD AMOUNT	<i>Rs. 3,65,393/-</i>
8.0	COST OF TENDER	<i>Rs 2,500/-</i>
9.0	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 04-12-2018 Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</i>

पावर सेक्टर पूर्वी क्षेत्र ( मुख्यालय )

POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

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10.0	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Not Applicable</i>
11.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i>
12.0	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> →Tender Notifications →View Corrigendums & <a href="http://www.jantermanter.com/CPP_portal">www.jantermanter.com/CPP portal</a> →Tender Notice) & <a href="http://E-Procurement.Site">E-Procurement Site</a> <a href="https://bhel.abcpurchase.com">https://bhel.abcpurchase.com</a> 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, 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 (non-refundable) and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Kolkata, issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer.
- 4.0 Unless specifically stated otherwise, bidder shall have to deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Kolkata. For other details please refer General Conditions of Contract.

Bidders may please be noted that "OEMD" provision stands deleted. Hence, bidders who have deposited Rs. 2 Lakh as OEMD are also requested to submit fresh EMD as mentioned in sl no 7.0 under clause no 1.0 of NIT.

- 5.0 Procedure for Submission of Tenders: The Tenderers must submit their Tenders as detailed below:

#### **DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING**

Sl no	Description	Remarks
PART-I A	(TECHNO COMMERCIAL BID)	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer. <b>(To be attached in relevant Attachment section)</b>	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format. <b>(To be attached in relevant Attachment section)</b> <u>Note:</u> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be <b>attached in relevant attachment section of the e –procurement portal</b> . 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.	

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	<p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexures / schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above <b>shall be attached in relevant attachment section</b> and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	<p>All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.</p> <p><b>(To be attached in relevant Attachment section)</b></p>	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not Applicable.
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT <b>(To be attached in relevant Attachment section)</b>	
vii.	Notice inviting Tender (NIT) <b>(To be attached in relevant Attachment section)</b>	
viii.	Volume – I : General Conditions of Contract (GCC) <b>(To be attached in relevant Attachment section)</b>	
ix.	Volume – II : Technical specification along with Special conditions of contract <b>(To be attached in relevant Attachment section)</b>	
x.	Volume–III – Schedule-I- (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item. <b>(To be attached in Unpriced Bid Attachment section)</b>	
xi.	Any other details preferred by bidder with proper indexing. <b>(To be attached in relevant Attachment section)</b>	

<b>PART-I B</b>	<b>EMD/ COST OF TENDER</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

<b>PART-II</b>	<b>PRICE BID</b>	
	<b>(TO BE ATTACHED IN PRICE BID ATTACHMENT SECTION)</b>	
	<b>CONTAINING THE FOLLOWING:-</b>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	<p>Volume III – PRICE BID- – Schedule-I- (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)</p> <p>Any other document uploaded in the price bid, apart from above tender format, shall not be taken into cognizance for evaluation of offer.</p>	

#### 6.0 SPECIAL NOTE:

- A) Your offer & documents submitted along with offer shall be digitally signed & stamped in each page by your authorised representative. No overwriting/ correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

- B) The credentials/documents submitted towards compliance of Pre-qualification requirement shall be physically signed by the authorized signatory & stamped before uploading/submission with the offer in the e-procurement portal.
- C) All documents/ annexures submitted with the offer shall be properly attached in the respective sections. BHEL shall not be responsible for any missing documents.
- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally 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 Since the job shall be executed at site, bidder must visit site/work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation 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. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 10.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://bhel.abcprocure.com>, 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.
- 11.0 BHEL may decide holding 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.
- 12.0 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.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (11.0) of 1 above.
- 15.0 The Bidder has to satisfy the Pre Qualifying Requirements (as applicable) 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 pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), 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.
- 16.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, price bid (Volume-III) uploaded in E-Procurement Site <https://bhel.abcprocure.com> will be opened.

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- 17.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) or specified otherwise in the tender.
- 18.0 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

However, if reverse auction process is not adopted or is unsuccessful for whatsoever reason, absolute val <https://bhel.abcprocure.com> will be opened for deciding the successful bidder. BHEL's decision in this regard will be final & binding on bidder.

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

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L 1 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 L 1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

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

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

In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

- 19.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 20.0 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.
- 21.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 22.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.

'Stand alone' bidder cannot become a 'prime bidder' or a 'consortium bidder' in a consortium 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.

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- 23.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 24.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 25.0 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 Website ([www.bhel.com](http://www.bhel.com)).

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

a) 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.

b) Commitment by Bidder/ Supplier/ Contractor:

b.i) 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.

b.ii) 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.

b.iii) 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 includes 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.

- 26.0 It may please be noted that Guidelines/Rules in respect of Suspension of business dealings (Hold- 12 to 24 Months/ Banning – 3 years etc), Vendor Evaluation formats, quality, safety and HSE guidelines , standard T&P hire charges of BHEL etc may undergo change from time to time and the latest one shall be followed. Latest "Guidelines for Vendor Evaluation" is web based quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/subcontractors during execution.
- 27.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – C 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 such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not

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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. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

- 28.0 The bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.
- 29.0 Annexure-A -Amendment to GCC shall be read in conjunction with GCC-Volume-I. This Annexure-A (Amendment to GCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC only.
- 30.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.
- 31.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.
- 32.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.
- 33.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.
- 34.0 Integrity Pact (IP) –
- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Address	Phone & Email
NOT APPLICABLE FOR THIS TENDER.			

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name	Anupriya Mundu	Subrata Sen
Dept	SCT Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8236	033-2339 8226
Email	<a href="mailto:anupriya.mundu@bhel.in">anupriya.mundu@bhel.in</a>	<a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a>
FAX	033-2339 8236	033-2339 8226

- 35.0 Bidders falling under the purview of Public Procurement (preference to Make In India) order 2017 by Govt. of India, vide order no P-45021/2/2017-B.E.-II, dated 15th June, 2017, & all subsequent clarifications, can avail the intended benefits on submission of requisite documents as per the provisions of the order, subject to Minimum Local Content of 50%, Margin of Purchase Preference of 20% & modality of application of preference to Make In India as per aforesaid order.
- 36.0 It may please be noted that Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid, else bid shall be liable for rejection.

All overwriting/ cutting, etc. will be numbered by bid opening officials and announced during bid opening.

37.0 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:

- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid-(VOL-III)
- Technical conditions & Special conditions of contract (TS & SCC)-VOL-II.
- General conditions of contract (GCC)-VOL-I.

for BHARAT HEAVY ELECTRICALS LTD

Dy. Mgr (SCT)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake City, Kolkata – 700 091
	Phone no	033-2339 8236(D)/ 8000/ 8226.
	FAX no	033-2321 1960
	e-mail	<a href="mailto:anupriya.mundu@bhel.in">anupriya.mundu@bhel.in</a> / <a href="mailto:k.anish@bhel.in">k.anish@bhel.in</a> / <a href="mailto:subrata.sen@bhel.in">subrata.sen@bhel.in</a>

Enclosure

- Annexure-1: Pre-Qualifying criteria.
- Annexure-2: Format for No-deviation certificate.
- Annexure-3: Format for seeking query.
- Annexure-4: Check-list.
- Annexure-A - Amendment to GCC.
- Annexure-B - Terms & conditions of Reverse Auction

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07. Annexure –C-CA certificate Format.
08. Annexure –D- Specific Clause w.r.t. BOCW Act & Cess Act
09. Annexure-E- Statewise GST Registration nos.
10. Annexure– CPP-GST/I.
11. Tender document as per above details (Separate).

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**ANNEXURE-1****PRE-QUALIFYING CRITERIA**

JOB	PROVIDING 1 NO. MID RANGE HEAVY LIFT TRUCK (ON TYRE) MOUNTED HYDRAULIC MOBILE TELESCOPIC BOOM CRANE HAVING FIXED JIB WITH LIFTING CAPACITY (ON OUTRIGGER) BELOW HOOK 8 MT(MINIMUM) AT CLEAR HEIGHT BELOW HOOK OF 32M (MINIMUM) FROM GROUND LEVEL AT 55M RADIUS (MINIMUM) FOR NAMRUP THERMAL POWER STATION, DIBRUGARH, ASSAM.
TENDER NO.	PSER:SCT:NAM-F1927:18

SL NO	CRITERIA
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER RS. 54.80 LAKHS DURING LAST 3 (THREE) YEARS, ENDING ON 31.03.2018 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1(C).
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31.03.2018. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31.03.2018 NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.
(d)	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.
2.0	BIDDER SHOULD BE INVOLVED IN THE BUSINESS OF PROVIDING ON HIRE HEAVY LIFT CRAWLER/ TYRE MOUNTED CRANE OR HANDLING ERECTION WITH HEAVY LIFT CRAWLER/TYRE MOUNTED CRANE FOR THE LAST SEVEN YEARS AS ON LATEST DATE OF SUBMISSION OF OFFER.  BIDDER TO SUBMIT RELEVANT SUPPORTING DOCUMENT.
3.0	THE AGE OF THE CRANE SHALL NOT BE MORE THAN 25 YEARS OLD.  BIDDER TO SUBMIT RELEVANT SUPPORTING DOCUMENT.
4.0	BIDDER TO FURNISH DETAILS OF THE CRANE(S) I.E. CORRECT SPECIFICATION, MAKE OF CRANE ALONG WITH THE LOAD CHART AND RANGE DIAGRAM FOR THE OFFERED CRANE.
5.0	BIDDER SHOULD HAVE VALID PAN.  RELEVANT DOCUMENT IN SUPPORT OF ABOVE SHALL BE SUBMITTED

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**ANNEXURE - 2****FORMAT FOR NO DEVIATION CERTIFICATE**  
**(To be submitted in the bidder's letter head)**

BHARAT HEAVY ELECTRICALS LIMITED,  
Power Sector - Eastern Region,  
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,  
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	Providing 1 no. mid range heavy lift truck (on tyre) mounted hydraulic mobile telescopic boom crane having fixed jib with lifting capacity (on outrigger) below hook 8 MT(minimum) at clear height below hook of 32M (minimum) from ground level at 55M radius (minimum) for Namrup Thermal Power Station, Dibrugarh, Assam.	
Ref	1.0	Tender no PSER:SCT:NAM-F1927:18
	2.0	BHEL's NIT, vide reference no PSER:SCT:NAM-F1927:7184 Date: 29-11-2018.
	3.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted/uploaded offer/documents in accordance with tender instructions with acceptance of the terms & conditions of the tender by us and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR - EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 232111691/ 23398236
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**ANNEXURE - 3****FORMAT FOR SEEKING CLARIFICATION**

<b>JOB</b>	Providing 1 no. mid range heavy lift truck (on tyre) mounted hydraulic mobile telescopic boom crane having fixed jib with lifting capacity (on outrigger) below hook 8 MT(minimum) at clear height below hook of 32M (minimum) from ground level at 55M radius (minimum) for Namrup Thermal Power Station, Dibrugarh, Assam.
<b>TENDER NO</b>	PSER:SCT:NAM-F1927:18

<b>SI no</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>BHEL's clarification</b>

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**ANNEXURE - 4****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	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: Please tick ( ✓ ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		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/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
18	Power of Attorney for Submission of Tender/Signing Contract Agreement.	Applicable/Not Applicable	YES/NO
19	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE:

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

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## Annexure –A

Amendment to GCC

1. Introduction of Clause No 1.7.2.4 in GCC as below:

Clause No 1.7.2.4 : Additional security deposit (SD) has to be submitted by the successful bidder with value as follows :

“If the final price of successful bidder is lesser by ‘more than 20%’ of BHEL’s estimates then only, ‘Additional Security Deposit’ will be required to be submitted by the successful bidder with value as follows:

Additional Security Deposit = 30 % of (A-B) will be calculated as below:

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

OR

Sealed paper price bid of successful bidder (in case of paper bid)

This ‘Additional Security Deposit’ shall have the same validity as that of the ‘Security Deposit’ and shall be revalidated/released in the manner as spelt out for the ‘Security Deposit’ as per relevant clause of GCC.

The BHEL’s estimated value shall be disclosed to the successful bidder (on their request) at appropriate juncture in case ‘Additional Security Deposit’ is applicable.”

2. Clause no. 2.8.5 of GCC shall be read as below :

Clause no. 2.8.5: The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer’s Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers’ Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour/workers as applicable and as may be enacted by the State Government and Central Govt. during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

The Contractor shall obtain independent License under the Contract Labour (Regulations and Abolition) Act, 1970 for engaging contract labour as required from the concerned Authorities based on the certificate (Form- V) issued by the Principal Employer/Customer.

The contractor shall pay and bear all taxes, fees, license charges, Cess, duties, deposits, tolls, royalties, commission or other charges which may be leviable on account of his operations in executing the contract.

3. Clause no 1.3.9.2 of GCC shall be read as below:

Clause no 1.3.9.2:

The EMD may be accepted only in the following forms:

- (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

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- (b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- (d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

In addition to above, the EMD amount in excess of Rs. 2 Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for atleast six months. EMD of successful tenderer will be retained as part of Security Deposit.

Clause no. 1.3.9.3 & 1.3.9.4 of GCC stands deleted.

4. Clause no 1.7.2 of GCC shall be read as below:

**Clause no 1.7.2:** The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

5. Clause no 1.7.3.5 of GCC shall be read as below:

**Clause no 1.7.3.5:** At least 50% of the required Security Deposit, including the EMD, should be furnished before start of the work. Balance of the Security Deposit can be deposited by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of competent authorities.

6. Clause no 1.7.3 to 1.7.3.4 shall be renumbered as 1.7.3.1 and shall be replaced by following;

**Clause no 1.7.3.1:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- Cash (as permissible under the extant Income Tax Act)
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Clause no. 1.7.3.6 of GCC stands deleted.

7. Clause no 1.7.4.1 of GCC shall be read as below:

**Clause no 1.7.4.1:** Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.

8. Clause no 2.14 of GCC shall be read as below:

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**Clause no 2.14: ARBITRATION & CONCILIATION****2.14.1 ARBITRATION:**

2.14.1.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 2.21.2 herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 2.21.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

2.14.1.2 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

2.14.1.3 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

2.14.1.4 Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

**2.14.2 CONCILIATION:**

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may,

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be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC. The Procedure 2.3 together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 with effect from the date as intimated by BHEL to it.

### 2.14.3 No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

9.

(I)	New clauses have been introduced under Volume-I-GCC superseding all pertinent clauses of risk and cost
1.1	<p>Risk and cost may be invoked in any of the following cases:</p> <ol style="list-style-type: none"> <li>i). Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of supply does not appear to be executable within balance available period considering its performance of execution.</li> <li>ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.</li> <li>iii). Non completion of work/ Non-supply by the Contractor within scheduled completion/ delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor.</li> <li>iv). Termination of Contract on account of any other reason (s) attributable to Contractor.</li> <li>v). Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>vi). Non-compliance to any contractual condition or any other default attributable to Contractor.</li> </ol> <p><u>Risk &amp; Cost Amount against Balance Work:</u>  Risk &amp; Cost amount against balance work shall be calculated as follows:  Risk &amp; Cost Amount= [(A-B) + (A x H/100)]  Where,  A= Value of Balance scope of Work/ Supply (*) as per rates of new contract  B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC &amp; ORC, if any.</p>

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	<p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>* Balance scope of work/ supply (in case of termination of contract): Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk &amp; cost amount.</p> <p>Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.</p> <p>Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.</p> <p>Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.</p> <p>However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.</p> <p>NOTE: Incase portion of work is being withdrawn at risk &amp; cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/ supply' for calculating Risk &amp; Cost amount.</p> <p><u>LD against delay in executed work/ supply in case of Termination of Contract:</u></p> <p>LD against delay in executed work/ supply shall be calculated in line with the relevant LD clause(s) of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work/ supply till termination of contract.</p> <p>Method for calculation of "LD against delay in executed supply in case of termination of contract" is given below.</p> <p>i). Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii). Let the value of executed work/supply till the time of termination of contract= X</p> <p>iii). Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y</p> <p>iv). Delay in executed work/supply attributable to contractor i.e. <math>T2 = [1 - (X/Y)] \times T1</math></p> <p>v). LD shall be calculated in line with LD clause of GCC for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</p>
1.2	<p><u>Recoveries arising out of Risk &amp; Cost and LD or any other recoveries due from Contractor</u></p> <p>Following sequence shall be applicable for recoveries from contractor:</p> <p>a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: Dues payable to contractor against other contracts in the same Region shall be considered for recovery.</p> <p>If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.</p>

	In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.
(II)	Additional clauses have been introduced under Volume-I-GCC under security deposit (SD) & performance bond (PB)
2.0	<p><u>Security deposit (SD) &amp; performance bond (PB):</u></p> <p>2.1 SD/ PB BG shall be submitted by successful bidder before release of 1<sup>st</sup> payment by BHEL. Payment will be released on submission of SD &amp; PB BG or after recovery from RA bill(s) of requisite SD (minimum 50% as per tender provision) and PB amount.</p> <p>2.2 In case, successful bidder submits SD &amp; PB BG for the equivalent amount, recovered amount will be refunded.</p> <p>2.3 In case of delay in extension of SD/ PB BG at a later date as per the tender requirement, SD/ PB BG will be invoked. However, if successful bidder submits a new BG after invocation of the previous BG then, it shall be refunded and recovery for the gap period, i.e. the duration for which BG is not available, shall be made as @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period.</p>

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Annexure -BTerms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure IV) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

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**Annexure -C****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.....Lacs
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.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs 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 5 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant

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**Annexure –D****Specific Clause w.r.t. BOCW Act & Cess Act**

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. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. 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.
7. 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.
8. 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.
9. It shall 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
10. 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.
11. 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)

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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.

12. If 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 withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. 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.

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**ANNEXURE-E****Statewise GST Registration nos.**

<b>Sl. No.</b>	<b>State / UT</b>	<b>GST Reg. No.</b>
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN
5	Chattishgarh	22AAACB4146P1ZP
6	Daman & Diu	25AAACB4146P1ZJ
7	Delhi	07AAACB4146P1ZH
8	Gujarat	24AAACB4146P1ZL
9	Haryana	06AAACB4146P1ZJ
10	HP	02AAACB4146P1ZR
11	Jharkhand	20AAACB4146P5ZP
12	Karnataka	29AAACB4146P1ZB
13	Kerala	32AAACB4146P1ZO
14	Maharashtra	27AAACB4146P1ZF
15	MP	23AAACB4146P1ZN
16	Punjab	03AAACB4146P2ZO
17	Rajasthan	08AAACB4146P1ZF
18	Tamil Nadu	33AAACB4146P2ZL
19	Telangana	36AAACB4146P1ZG
20	Tripura	16AAACB4146P1ZI
21	UP	09AAACB4146P2ZC
22	Uttarakhand	05AAACB4146P1ZL
23	West Bangal	19AAACB4146P1ZC
24	Mizoram	15AAACB4146P1ZK
25	Orissa	21AAACB4146P1ZR
26	Arunachal Pradesh	12AAACB4146P1ZQ

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**Annexure- CPP-GST/I****Please arrange to submit this filled-up format along with Tender**

Name of the Company	
Address of Company*	
Company Registration Number*	
Name of Partners / Directors	
ALL THE STATES WHERE BIDDER HAS A PLACE OF BUSINESS*	
ALL ADDRESS OF VENDOR MENTIONING THEIR PIN AS PER THE LATEST GST REGISTRATION*	
GSTN OF ALL THE ABOVE NOTED PLACES OF VENDOR*	
Bidder Type: Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited /undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Ancillary unit/project affected person of this company/ssi/ other}	
Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details	
Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email*	
(Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Fax*	
Mobile*	

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