



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Ref: PSER:SCT:KGN-S2065:8041

Date: 14-07-2020

NOTICE INVITING TENDER

NOTE: INTENDING BIDDER TO PARTICIPATE MAY DOWNLOAD FROM WEB SITES

Sealed offers in two part bid system are invited from reputed & experienced bidders meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1 **through E-Procurement Portal <https://eprocurebhel.co.in>**

only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Issue/ forwarding intimation regarding tender to any bidder shall not construe that the bidder is considered to be qualified. Consideration of their offer is subject to CUSTOMER APPROVAL & compliance of loading criteria as per clause no. 8.0 of NIT etc. specified below. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

| SL NO | ISSUE | DESCRIPTION |
|-------|-------------------------------------|--|
| i | TENDER NUMBER | PSER:SCT: KGN-S2065:20 |
| ii | Broad Scope of job | Receipt, Unloading, Storage, Dismantling, New Material Erection, Re-Erection of Old Items, Modification of existing Items, Restoration, Commissioning, Testing & PG Test of Combustion Modification System for NOx Mitigation of of U#5,6 & 7, STG-II (3X500MW) at NTPC -KAHALGAON STPS, Bihar |
| iii | DETAILS OF TENDER DOCUMENT | |
| a | Volume-IA | <i>General conditions of contract (Supply)</i> |
| b | Volume-IB | <i>General conditions of contract (Service)</i> |
| c | Volume-IC | <i>Special conditions of contract (Supply)</i> |
| d | Volume-ID | <i>Special conditions of contract (Service)</i> |
| e | Volume-IE | <i>Forms and Procedures etc.</i> |
| f | Volume-IF | <i>Technical Conditions of Contract (TCC) - CML</i> |
| g | Volume-III | <i>Price Schedule (Absolute value) - Rev-00</i> |
| iv | ISSUE OF TENDER DOCUMENTS | <i>This is an E-tender floated online through our E-Procurement Site https://eprocurebhel.co.in</i> <i>Start date of the tender: 14-07-2020.</i> |
| v | DUE DATE & TIME OF OFFER SUBMISSION | <i>Date: 21-07-2020, Time: 15-00 Hrs. IST</i> <i>The bidder should respond by submitting their offer online in our e-Procurement platform at https://eprocurebhel.co.in only. Offers are invited in two-parts only.</i> <i>Hard copy bid or bids through email/fax shall not be accepted.</i> |
| vi | OPENING OF TENDER | <i>Date: 21-07-2020</i> <i>1 hour after the latest due date and time of Offer submission</i> <i>Notes:</i> <i>(1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time.</i> <i>(2) Bidder may depute representative to witness the opening of tender.</i> |

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

फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23211691/ 23398000

| | | | |
|------|--|---|---|
| vii | EMD AMOUNT | | NOT Applicable. |
| viii | COST OF TENDER | | NOT Applicable. |
| ix | LAST DATE FOR SEEKING CLARIFICATION | <i>Date: 17-07-2020</i> <i>Along with soft version also, addressing to undersigned & to others as per contact address given below</i> | Applicable. |
| x | SCHEDULE OF Pre Bid Discussion (PBD) | -- | <i>Not Applicable (In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN.)</i> |
| xi | INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) | <i>IEM DETAILS:</i> <i>Refer Clause No 34.0 below.</i> | 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 in BHEL webpage (www.bhel.com) ; CPP portal & E-Procurement Site https://eprocurebhel.co.in only. Bidders to keep themselves updated with all such information. | <i>Shall be intimated to bidder.</i> |

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 & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.

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.

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 vii 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. (To be attached in relevant Attachment section) | |
| ii. | Duly filled-in 'No Deviation Certificate' as per prescribed format. (To be | |

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| | <p>attached in relevant Attachment section)</p> <p>Note:</p> <ul style="list-style-type: none"> 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 attached in relevant attachment section of the e -procurement portal. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ul style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender | |
| iii. | <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 shall be attached in relevant attachment section 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>(To be attached in relevant Attachment section)</p> | |
| v. | Integrity Pact Agreement (Duly signed by the authorized signatory) | |
| vi. | <p>Duly filled-in annexures, formats etc as required under this Tender Specification/NIT</p> <p>(To be attached in relevant Attachment section)</p> | |
| vii. | <p>Notice inviting Tender (NIT)</p> <p>(To be attached in relevant Attachment section)</p> | |
| viii. | <p>Volume – I F: Technical Conditions of Contract (TCC)</p> <p>(To be attached in relevant Attachment section)</p> | |
| ix. | <p>Volume – I D: Special Conditions of Contract (SCC)-Service</p> <p>(To be attached in relevant Attachment section)</p> | |
| x. | <p>Volume – I B: General Conditions of Contract (GCC)-Service</p> <p>(To be attached in relevant Attachment section)</p> | |
| xii. | <p>Volume – I E: Forms & Procedures etc.</p> <p>(To be attached in relevant Attachment section)</p> | |
| xiii. | <p>Volume-III - (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item.</p> <p>(To be attached in Unpriced Bid Attachment section)</p> | |
| xiv. | <p>Any other details preferred by bidder with proper indexing.</p> <p>(To be attached in relevant Attachment section)</p> | |

| | | |
|-----------------|---|--|
| PART-I B | EMD/ COST OF TENDER (To be submitted offline within due date of offer submission) | |
| | CONTAINING THE FOLLOWING:- | |
| i. | <ol style="list-style-type: none"> 1. Earnest Money Deposit (EMD) in the form as indicated in this Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be) | |

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

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.

6.0 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.

7.0 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).

8.0 **DELETED**

9.0 For any clarification on the tender document, the bidder may seek the same in writing, through e-mail or through E-Procurement Site <https://eprocurebhel.co.in> 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 any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

10.0 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.

11.0 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.

12.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

13.0 *Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno - commercial bid. This pact shall be considered as a preliminary qualification for further*

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participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.

14.0 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-1 (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

15.0 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://eprocurebhel.co.in> will be opened.

16.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.

17.0 *BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.*

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

18.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.

19.0 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.

20.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

21.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the details to be complied with is enclosed herewith as per Annexure-5 UNLESS SPECIFIED OTHERWISE IN PQR.

22.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) 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.

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

24.0 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).

I) 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:

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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 and/ or under applicable legal provisions.

25.0 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.

26.0 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 Udyam Registration Certificate or 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 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 | Women 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.

27.0 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.

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28.0 Annexure-A -Amendment to GCC/SCC shall be read in conjunction with GCC-Volume-IB & SCC-Volume-ID. This Annexure-A (Amendment to GCC/SCC) of NIT shall not be considered as part of the NIT but addendum/corrigendum to the GCC/SCC only.

29.0 Annexure-B - Terms & conditions of Reverse Auction is enclosed herewith.

30.0 Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act is enclosed herewith.

31.0 Annexure-E- Statewise GST Registration nos. is enclosed herewith.

32.0 Duly filled & signed Annexure- CPP-GST/I to be submitted by bidders along with their techno-commercial offer.

33.0 **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 | Email |
|----|---|--|
| 1. | Shri Arun Chandra Verma, IPS (Retd.) | acverma1@gmail.com |
| 2. | Shri Virendra Bahadur Singh, IPS (Retd.) | vbsinghips@gmail.com |

(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 | GARGI RAY | 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 | gargi.ray@bhel.in | subrata.sen@bhel.in |
| FAX | 033-2321 1960 | 033-2321 1960 |

34.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017,

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28.05.2018, 29-05-2019 & 04-06-2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

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

Duly filled & signed Form-2 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

35.0 Bidders are requested to submit their best price as per latest price schedule of the tender.

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 "The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding."

39.0 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-Volume-III
- Technical Conditions of Contract (TCC) -- Volume-IF
- Special Conditions of Contract (SCC) —Volume-ID
- General Conditions of Contract (GCC) —Volume-IB
- Forms and Procedures —Volume-IE

for BHARAT HEAVY ELECTRICALS LTD

Dy. Manager (SCT)

| Agency | Contact details | |
|------------------------|-----------------|--|
| BHEL, PSER, Kolkata | Address | DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091 |
| | Phone no | 033-2339 8234/8228/8226/8000 |
| | FAX no | 033-23211960 |
| | E-mail | gargi.ray@bhel.in / biplab.pal@bhel.in / subrata.sen@bhel.in |

Enclosure

- Annexure-1: Pre Qualification Criteria.
- Annexure-2: Format for No Deviation Certificate.

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03. Annexure-3: Format for seeking clarification.
04. Annexure-4: Check List.
05. Annexure-5: Conditions for consortium/tie up.
06. Annexure -A- Amendment to GCC/SCC.
07. Annexure -B- Terms & conditions of Reverse Auction.
08. Annexure -C- CA certificate Format.
09. Annexure-D – Specific Clause w.r.t. BOCW Act & Cess Act.
10. Annexure-E- Statewise GST Registration nos.
11. Annexure- CPP-GST/I.
12. *Form-2 (Format for local content)*
13. *Format-1 & Format-2/PQ Explanatory Note*
14. Other Tender documents as per this NIT.

ANNEXURE-1

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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PRE QUALIFICATION CRITERIA

| | |
|--|---|
| Job | Receipt, Unloading, Storage, Dismantling, New Material Erection, Re-Erection of Old Items, Modification of existing Items, Restoration, Commissioning, Testing & PG Test of Combustion Modification System for NOx Mitigation of of U#5,6 & 7, STG-II (3X500MW) at NTPC - KAHALGAON STPS, Bihar |
| SL NO | CRITERIA |
| | FINANCIAL |
| 1.0(a) | BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs 94.68 LAKHS DURING LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 AND SHOULD HAVE 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 31-03-2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 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 (AS PER 1(b) above) THEN APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDER 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. |
| | TECHNICAL |
| 2.0 | BIDDER SHOULD HAVE EXECUTED FOLLOWING WORKS DURING LAST 7 (SEVEN) YEARS, ENDING ON LATEST DUE DATE OF OFFER SUBMISSION. RELEVANT SUPPORTING DOCUMENT SHALL BE SUBMITTED. |
| 2.1 | ERCTION & COMMISSIONING OF AT LEAST ONE BOILER (CONSISTING OF "PRESSURE PARTS" / "STRUCTURE") OF AN UNIT OF RATING \geq 190 MW OR |
| 2.2 | RENOVATION & MODERNIZATION OF AT LEAST ONE BOILER (CONSISTING OF PRESSURE PARTS) OF AN UNIT OF RATING \geq 190 MW OR |
| 2.3 | ONE OVERHAULING JOB OF (BOILER PRESSURE PARTS AND 'STRUCTURE/NON PRESSURE PARTS/ESP/ROTARY MACHINES/INSULATION/ PIPING/AUXILIARIES/DUCTING / ANY COMBINATION OF THESE PARTS') OF AN UNIT OF RATING \geq 190 MW OR |
| 2.4 | EXECUTED –MINIMUM ONE YEAR OF ANNUAL MAINTENANCE JOB(AMC) OF BOILER PRESSURE PARTS AND 'STRUCTURE/NON PRESSURE PARTS/ESP/ROTARY MACHINES/ INSULATION / PIPING /AUXILIARIES/DUCTING / ANY COMBINATION OF THESE PARTS') OF AN UNIT OF RATING \geq 190 MW |
| NOTE FOR SL NO 2.1, 2.2 and 2.3 ABOVE | |
| THE WORD EXECUTED MEANS: THE WORK SHALL HAVE BEEN COMPLETED UPTO LIGHT UP OF BOILER EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED. | |
| 3.0 | BIDDER SHOULD HAVE "VALID CERTIFICATE OF RECOGNITION AS BOILER REPAIRER / ERECTOR WITH PRESSURE RATING CATEGORY CLASS-I OR ABOVE" FROM THE DIRECTOR OF BOILERS. RELEVANT SUPPORTING DOCUMENT SHALL BE SUBMITTED |
| 4.0 | BIDDER SHOULD HAVE VALID PAN RELEVANT SUPPORTING DOCUMENTS SHALL BE SUBMITTED. |
| NOTE | |
| A | NO CONSORTIUM / JV BIDDING IS ALLOWED FOR THIS TENDER. |
| B | BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT IN THE RESPECTIVE ANNEXURES IN THEIR OFFER. |
| C | ONE MW IS EQUIVALENT TO 3.5 TPH WHERE EVER RATING OF BOILER IS MENTIONED IN TPH, FOR THE PURPOSE OF EVALUATION OF PQR. |
| D | BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION / BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING TO THIS EFFECT. |
| E | AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER |
| F | CONSIDERATION OF OFFER WILL BE SUBJECT TO CUSTOMER'S APPROVAL OF BIDDER |

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

1. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated along with all annexures.
2. In case audited Financial statements have not been submitted for all the three years as indicated, 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.
3. Net Worth (Only in case of companies) of the bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished. Net worth = Paid up share capital + Reserves.
4. PROFIT shall be PBT earned during any one year of last three financial years.
5. 'Additional' Criteria in respect of 'Technical' criteria of PQR for Civil, Electrical, CI, unless otherwise specified:
 - i) 'Similar' work means
 - a. Piling or Civil or Structure or 'Civil and Structural works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or any combination of these shall be considered similar works for all packages mentioned under 'CIVIL WORKS'
 - b. Electrical or C&I or 'Electrical and C&I' shall be considered similar works for all packages mentioned under 'ELECTRICAL AND C&I WORKS'
6. For evaluation of PQR of Civil, Electrical and C&I packages, in case Bidder alone does not meet the 'Additional' pre-qualifying technical criteria, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a. The parent company shall have a controlling stake of $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value.
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
 - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
7. Completion date for achievement of the technical criteria specified in the Common QR should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
8. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR even if the Contract has not been completed or closed
9. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
10. Unless otherwise specified, for the purpose of "Technical Criteria" of PQR , the word 'EXECUTED' means achievement of milestones as defined below -
 - "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
 - "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
 - "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
 - For C&I works: "SYNCHRONISATION" in case of power project / "WORK EXECUTION of the value as defined in PQR" in case of industry.
 - "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
 - "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
 - "GAS IN" in respect of HRSG.
 - "STEAM BLOWING" in respect of Power Cycle Piping.
 - "HYDRAULIC TEST/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
 - "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
 - "SYNCHRONISATION" in respect of STG / GTG.
 - "SPINNING" in respect of HTG.
 - "GAS IN" in respect of FGD
11. Boiler means HRSG or WHRB or any other types of Steam Generator
12. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass

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13. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

14. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

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

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

15. Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

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Format-1 /PQ Explanatory Note**Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

Dear Sir,

Sub: Bid for NIT Nodated..... for “.....” (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

| Name of Parent Company | Name of Subsidiary Company | Percentage of Equity Holding of Parent Company in Subsidiary Company |
|-------------------------------|-----------------------------------|---|
| | | |

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

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Format-2 /PQ Explanatory Note**Undertaking from the Parent Company/ Subsidiary Company of the bidder**

(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)

From,

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....

Dear Sir,

We refer to the NIT No..... dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

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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 | Receipt, Unloading, Storage, Dismantling, New Material Erection, Re-Erection of Old Items, Modification of existing Items, Restoration, Commissioning, Testing & PG Test of Combustion Modification System for NOx Mitigation of of U#5,6 & 7, STG-II (3X500MW) at NTPC -KAHALGAON STPS, Bihar | |
| Ref | 1.0 | Tender no PSER:SCT: KGN-S2065:20 |
| | 2.0 | BHEL's NIT, vide reference no Ref PSER:SCT: KGN-S2065:20:8041 Date: 14-07-2020. |
| | 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)

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ANNEXURE - 3**FORMAT FOR SEEKING CLARIFICATION**

| | |
|------------------|---|
| JOB | Receipt, Unloading, Storage, Dismantling, New Material Erection, Re-Erection of Old Items, Modification of existing Items, Restoration, Commissioning, Testing & PG Test of Combustion Modification System for NOx Mitigation of of U#5,6 & 7, STG-II (3X500MW) at NTPC - KAHALGAON STPS, Bihar |
| TENDER NO | Tender no PSER:SCT: KGN-S2065:20 |

| Sl no | Reference clause of tender document | Existing provision | Bidder's query | BHEL's clarification |
|-------|-------------------------------------|--------------------|----------------|----------------------|
| | | | | |
| | | | | |
| | | | | |

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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.a | Details of Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 3.b | Details of alternate Contact person for this Tender | Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No: | |
| 4 | EMD DETAILS | DD No: _____ Date : _____ Bank : _____ Amount: _____ <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER | |
| 5 | Validity of Offer | TO BE VALID FOR SIX MONTHS FROM DUE DATE | |
| | | APPLICABILITY(BY BHEL) | ENCLOSED BY BIDDER |
| 6 | Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format | Applicable | YES / NO |
| 7 | Audited profit and Loss Account for the last three years | Applicable/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 | Capacity Evaluation of Bidder for current Tender | Applicable/Not Applicable | YES/NO |
| 18 | Tie Ups/Consortium Agreement are submitted as per format | Applicable/Not Applicable | YES/NO |
| 19 | Power of Attorney for Submission of Tender/Signing Contract Agreement | Applicable/Not Applicable | YES/NO |
| 20 | Analysis of Unit rates | Applicable/Not Applicable | YES/NO |
| 21 | Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR (Undertaking to be enclosed if not applicable) | Applicable/Not Applicable | YES/NO |

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

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ANNEXURE-5CONDITIONS TO BE COMPLIED WITH FOR CONSORTIUM BIDDING (TECHNICAL TIE UP)

- 1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable. The Prime Bidder and Consortium Partner(s) shall certify to BHEL regarding existence and validity of their consortium agreement on six monthly basis.
- 2 'Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR.
- 4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work.
- 5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 8.0
- 6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 9 Prime Bidder shall be responsible for the overall execution of the contract
- 10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.
- 11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 13 After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- 14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.

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Amendment to GCC/SCC

Annexure - A

1. Introduction of Clause No 1.15.13 in GCC as below:

Clause No 1.15.13: 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 estimate - 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:

Additional Security Deposit = 30 % of (A-B) limited to a maximum of 10% of the 'Total Price/Contract Value', where,

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. 1.9.1(ii) of GCC shall be read as below:

The EMD may be accepted only in the following forms:

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

(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 at least six months. EMD of successful tenderer will be retained as part of Security Deposit.

Clause no. 1.9.1(iv) & (v) of GCC stands deleted.

3. Clause no. 1.10.1 of GCC shall be read as below:

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.

4. Clause no. 1.10.2 of GCC shall be read as below:

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

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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.

5. Clause no. 1.10.3 of GCC shall be read as below:

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

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d) 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)
- e) 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)

6. Introduction of Clause No. 1.10.8 in GCC as below:

Clause No 1.10.8: SDBG to be furnished by the vendor before start of work. No payment will be released till SDBG is submitted by the vendor.

If requested by the vendor, cash recovery equivalent to SDBG value to be made from bills submitted by the vendor.

Also recovery of interest calculated @SBI PLR +2% on amount equivalent to SDBG / PBG value to be made for the gap period (difference between date of start of work and date of submission of BG / cash recovery).

In case of delay in extension of SDBG, in case of validity expiry, SDBG shall be invoked. However if the vendor 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 stated above.

7. Clause no. 1.11 of GCC shall be read as below:

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. 2.8.3, 2.8.4 and 2.8.5 of GCC shall be read as below:

Clause no. 2.8.3: 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

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notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.

Clause no. 2.8.4: 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.

Clause no. 2.8.5: 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.

9. Clause 2.12 of GCC (Overrun Compensation)

2.12 OVERRUN COMPENSATION (ORC)

2.12.1 ORC during original contract period: No ORC shall be applicable during the original contract period.

2.12.2 ORC during extended period for the reasons solely attributable to contractor: No ORC shall be applicable during the extended period granted for the reasons solely attributable to contractor and work executed during this period shall be paid as per original contract rates.

2.12.3 ORC during extended period for the reasons not attributable to contractor: ORC shall be payable as per following procedure:

2.12.3.1 For initial period of twelve months of extended period, ORC rate applicable over executed value shall be 5%. For every subsequent period of twelve months, ORC rate shall be further increased by 5% over the previous rate. For example, ORC rates applicable for initial period of 12 months and subsequent period of 12 months are given below.

| Sl. No. | Extended Period for the reasons attributable to BHEL | ORC rate applicable over executed value |
|---------|--|---|
| 1 | First 12 months | 5% |
| 2 | 13th-24th month and so on | 10.25% $\{[(1.05 \times 1.05)-1] \times 100\}$ |

This process of increasing ORC rate for each subsequent period of 12 months shall continue till applicability of ORC.

2.12.3.2 On completion of original contract period as well as on completion of each subsequent period of twelve months i.e. at the time of change in applicable ORC rate, Delay Analysis shall be carried out and percentage shortfall attributable to both BHEL & Contractor shall be calculated.

2.12.3.3 For the purpose of calculation of ORC, executed value of work in the month shall be divided in Part-1 and Part-2 in proportion of percentage shortfall attributable to BHEL and contractor respectively, based on the last delay analysis as worked out in 2.12.3.2.

ORC shall be payable only on Part-1 and no ORC shall be payable on Part-2.

Value of Part-1 shall be further limited to the value of actual inputs provided by BHEL i.e. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14 for calculation of ORC.

2.12.3.4 Payment of ORC amount shall be further regulated as follows:

(i) 50% of the ORC is allocated for deployment of matching resources (with weightages) agreed as per the joint programme drawn vide 2.11.4. ORC Payment against resources shall be calculated in proportion to percentage of resources actually deployed w.r.t. planned resources, as per Form-14.

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(ii) 50% of ORC is allocated for achieving of planned progress agreed as per the joint programme drawn vide 2.11.4. ORC Payment shall be reduced in proportion to percentage shortfall attributable to contractor w.r.t. "Plan - Shortfall attributable to BHEL" for the month, as per Form-14.

2.12.3.5 The maximum amount of ORC payable for the month shall be limited to Rs. 5,00,000/-.

2.12.3.6 In case, there is no shortfall attributable to contractor for the month and also contractor has deployed the resources as agreed in Form-14 but ORC amount payable for the month worked out as per procedure mentioned in clause 2.12.3.3, 2.12.3.4 and 2.12.3.5, is less than Rs.1,00,000/-, then ORC amount payable for the month shall be Rs.1,00,000/- otherwise ORC amount payable for the month shall remain same.

2.12.3.7 In case execution is on HOLD (Other than Force Majeure), ORC shall be payable as per following:

- i). Contractor has not been permitted by BHEL to de-mobilize
 - a) ORC amount of Rs. 1,00,000/- per month shall be applicable during the period of HOLD provided resources as planned are deployed (not demobilised) during the period of hold.
 - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.
- ii). Contractor has been permitted to demobilize and to remobilize after lifting of HOLD
 - a) No ORC shall be payable to contractor for the period of HOLD.
 - b) Subsequent to lifting of HOLD, Period of HOLD shall not be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.3.8 In case Force Majeure is invoked:

- (i) No ORC shall be applicable during the period of Force Majeure.
- (ii) Subsequent to revocation of Force Majeure, period of Force Majeure shall be excluded in calculation of period for deciding applicable ORC rate as per clause 2.12.3.1.

2.12.4 Applicability of ORC: ORC shall not be applicable for following activities.

- (i) Area cleaning, removal of temporary structures and return of scrap.
- (ii) Punch list points / pending points liquidation pending due to reasons attributable to contractor
- (iii) Submission of "As built Drawing"
- (iv) Material Reconciliation
- (v) Completion of Contract Closure formalities like HR Clearance/ No dues from various dept./ Statutory Authorities etc.

2.12.5 Total Over Run Compensation shall be limited to 10% of the cumulatively executed contract value till the month (excluding Taxes and Duties if payable extra). For this purpose, executed contract value excludes PVC, ORC and Extra/Supplementary Works.

10. Clause 2.14 of GCC (Quantity Variation)

a) Existing Clause 2.14.1 of GCC stands revised as follows:

"The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). The quoted rates for individual items shall remain firm irrespective of any variations in the individual quantities. No compensation becomes payable in case the variation of the final executed contract value is within the limit of Minus (-) 15% of awarded contract value"

b) Existing Clause 2.14.2 ii). of GCC stands revised as follows:

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"In case the finally executed contract value increases above the awarded Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items and also contractor is not eligible for any compensation."

11. Clause 2.17 of GCC (Price Variation Compensation) stands revised as follows:

2.17 PRICE VARIATION COMPENSATION

2.17.1 In order to take care of variation in cost of execution of work on either side, due to variation in the index of LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS, Price Variation Formula as described herein shall be applicable (only for works executed during extended period, if any, subject to other conditions as described in this section)

2.17.2 85% component of Contract Value shall be considered for PVC calculations and remaining 15% shall be treated as fixed component. The basis for calculation of price variation in each category, their component, Base Index shall be as under:

| SL NO | CATEGORY | BASE INDEX | PERCENTAGE COMPONENT('K') | | | | |
|-------|--|---|-----------------------------------|----|----|------------------------|--|
| | | | CIVIL PACKAGES (See Note AB/C) | | | MECHANICAL PACKAGES | Electrical, C&I Material Management/Handling and other labour oriented packages |
| | | | A | B | C | | |
| i) | LABOUR (ALL CATEGORIES) | 'MONTHLY ALL-INDIA AVERAGE CONSUMER PRICE INDEX NUMBERS FOR INDUSTRIAL WORKERS' published by Labour Bureau, Ministry of Labour and Employment, Government of India. (Website: labourbureau.nic.in) | 40 | 25 | 30 | 65 | 80 |
| ii) | HIGH SPEED DIESEL OIL | Name of Commodity: HSD Commodity Code: 1202000005 (See Note E) | 5 | 3 | 5 | 5 | 5 |
| iii) | WELDING ROD | Name of Commodity: MANUFACTURE OF BASIC METALS Commodity Code: 1314000000 (See Note E) | | | | 15 | |
| iv) | CEMENT | Name of Commodity: ORDINARY PORTLAND CEMENT Commodity Code: 1313050003 (See Note E) | | 20 | 30 | | |
| v) | STEEL (Structural and Reinforcement Steel) | Name of Commodity: MILD STEEL: LONG PRODUCTS Commodity Code: 1314040000 (See Note E) | | 25 | | | |
| vi) | All OTHER MATERIALS (Other than Cement & Steel) | Name of Commodity: ALL COMMODITIES Commodity Code: 1000000000 (See Note E) | 40 | 12 | 20 | | |

Note: A) Cement & Steel:Free Issue (BHEL Scope)
 B) Cement & Steel :In Contractor Scope
 C) Cement in Contractor Scope, and Steel is Free Issue (BHEL Scope)
 D) For Composite packages (i.e. Civil+Mechanical and/or CI or Civil+Mechanical or Mechanical+Electrical and/or CI}, the COMPONENT ('K') for various categories shall be as per respective packages as above.

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E) As per the 'MONTHLY WHOLE SALE PRICE INDEX' for the respective Commodity and Type, published by Office of Economic Adviser, Ministry of Commerce and Industry, Government of India. (Website: <http://eaindustry.nic.in/home.asp>). Revisions in the index or commodity will be re adjusted accordingly.

2.17.3 #

2.17.4 Payment/recovery due to variation in index shall be determined on the basis of the following notional formula in respect of the identified COMPONENT ('K') viz LABOUR, HIGH SPEED DIESEL OIL, WELDING ROD, CEMENT, STEEL, MATERIALS.

$$P = K \times R \times \frac{(X_N - X_0)}{X_0}$$

Where

P = Amount to be paid/recovered due to variation in the Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

K = Percentage COMPONENT ('K') applicable for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials

R=Value of work done for the billing month (Excluding Taxes and Duties if payable extra)

X_N = Revised Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials for the billing month under consideration

X₀ = Index for Labour, High Speed Diesel Oil, Welding Rod, Cement, Steel and Materials as on the Base date

2.17.5 Base date shall be the calendar month of the schedule completion date (i.e. Actual start date+ Scheduled Contractual completion period as per Letter of Intent/award and/or work order).

2.17.6 PVC shall not be payable for the ORC amount, Supplementary/Additional Items, Extra works.

However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

2.17.7 The contractor shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills.

2.17.8 The contractor will be required to raise the bills for price variation payments on a monthly basis along with the running bills irrespective of the fact whether any increase/decrease in the index for relevant categories has taken place or not. In case there is delay in publication of bulletins (final figure), the provisional values as published can be considered for payments and arrears shall be paid/recovered on getting the final values.

2.17.9 PVC shall be applicable only, during the extended period of contract (if any) after the scheduled completion period and for the portion of work delayed / backlog for the reasons not attributable to the Contractor.

However total quantum of Price Variation amount payable/recoverable shall be regulated as follows:

i. For the portion of shortfall / backlog not attributable to contractor, PVC shall be worked out on the basis of indices applicable for the respective month in which work is done. Base index shall be applicable as defined in clause 2.17.5

ii. In case of Force majeure, PVC shall be regulated as per (a) or (b) below:

a) Force majeure is invoked before "base date"/ "revised base date" (as explained below) OR immediately after "base date"/ "revised base date" in continuation (i.e. during the period when PVC is not applicable):

1. Base date shall be revised: Revised base date =Previous base date+ duration of Force majeure.
No PVC will be applicable for the work done till revised base date.

2. PVC will be applicable for the work done after "base date"/ "revised base date" as the case may be (during extended period when delay is not attributable to contractor). PVC shall be worked out on the basis of

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indices applicable for the respective month in which work is done with base index as on "base date"/"revised base date" as the case may be.

b) Force majeure is invoked after "base date"/ "revised base date" as the case may be (during extended period when delay is not attributable to contractor) -

1. PVC shall be applicable for the work done after revocation of force majeure.

2. PVC for the work done after revocation of force majeure shall be worked out on the basis of indices applicable for the respective month in which work is done excluding the effect of change in indices during total period of Force majeure(s) invoked after "base date"/ "revised base date" as the case may be. Base index shall be taken as on "base date"/ "revised base date" as the case may be.

iii. The total amount of PVC shall not exceed 15% of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, ORC, Supplementary/Additional Items and Extra works except extra items due to quantity variation.

12. Clause 2.2 of GCC (Law governing the contract and court jurisdiction) stands revised as follows:

"The contract shall be governed by the Law for the time being in force in the Republic of India. Subject to Clause 2.21.1 or 2.21.2 of this Contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR, at Kolkata for PSER, at Nagpur for PSWR and at Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract."

13. Existing Clause 2.21 "ARBITRATION" of GCC has been amended as follows:

2.21 ARBITRATION & CONCILIATION

2.21.1 ARBITRATION:

2.21.1.1 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.

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

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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.

- 2.21.1.3 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.
- 2.21.1.4 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.

2.21.2 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, 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.

2.21.3 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.

14. Clause no. 2.7.2 and 2.7.3 of Volume-IB-GCC shall be revised as follows:

- 2.7.2.1 To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days by BHEL in any of the following cases:

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- 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 work does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor. v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows: Risk

$$\text{& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work (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 for calculating risk & cost amount. 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.

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.

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.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 2.7.9 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 till termination of contract.

Method for calculation of "LD against delay in executed work in case of termination of contract" is given below.

- 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
- ii) Let the value of executed work till the time of termination of contract= X
- iii) Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv) Delay in executed work attributable to contractor i.e. $T2=[1-(X/Y)] \times T1$
- v) LD shall be calculated in line with LD clause (clause 2.7.9) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

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2.7.2.2 In case Contractor fails to deploy the resources as per requirement, BHEL can deploy own/hired/otherwise arranged resources at the risk and cost of the contractor and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.

2.7.3 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- 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.
- 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:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) 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.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

15. Clause 2.24 of GCC (Performance Guarantee for Workmanship)

Term "Special Conditions of Contract" appearing in 3rdline of the current clause 2.24.1, is replaced by "Technical Conditions of Contract"

16. Clause 4.2.1.7 of Special Condition of Contract (SCC)

At the end of Clause 4.2.1.7 (i.e. after the line "Decision of BHEL shall be final and binding on the contractor") following para is to be added

"It is not obligatory on the part of BHEL to provide any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability, BHEL /BHEL's Customer handling equipment and other plants may be made available to the contractor on payment of hire charges as fixed, subject to the conditions laid down by BHEL/Customer from time to time. Unless paid in advance, such hire charges, if applicable, shall be recovered from contractor's bill / security deposit or any other due payment in one installment."

17. Clause 9.61 of SCC (NON-COMPLIANCE)

Under NON-COMPLIANCE, at the end of Clause 9.61 (i.e. after the line "Also the amount will be spent for purchasing the safety appliances and supporting the safety activity at site.") following para is to be added:

"In case of any financial deduction made by Customer for lapses of safety other than what is provided above or 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"

18. Clause 2.15 of GCC (EXTRA WORKS)

Existing Clause 2.15.5 of GCC stands revised as follows:

"After eligibility of extra works is established and finally accepted by BHEL engineer/designer, payment will be released on competent authority's approval at the following rate.

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MAN-HOUR RATE FOR ELIGIBLE EXTRA WORKS: Single composite average labour man-hour rate, including overtime if any, supervision, use of tools and tackles and other site expenses and incidentals, consumables for carrying out any major rework/ repairs/ rectification/ modification/ fabrication as certified by site as may arise during the course of erection, testing, commissioning or extra works arising out of transit, storage and erection damages, payment, if found due will be at Rs 108/- per man hour."

19. Clause 9.1 & 9.2 to 9.62 of SCC (HSE & OHSAS Obligations)

| | |
|---------------------|---|
| Cl. no. 9.0 | No change |
| Cl. no. 9.1 | HSE (Health, safety & Environment): Contractor will comply with HSE (Health, safety & Environment) requirements of BHEL as per "HSE Plan for Site Operations by Sub-contractors" (Document no. HSEP:14, Rev.00) attached with this tender. |
| Cl. no. 9.2 to 9.62 | Deleted |

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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 shall be resorting 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. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA.*
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 /e-mail 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. *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.*
12. 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.
13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
14. *In case of more than four techno commercially qualified bidders, H1 bidder (whose quote is highest in sealed envelope price bid) shall not be allowed to participate in RA. However, there will be no H1 removal in case H1 happens to be MSE or qualifying under PPP-MII, Order 2017 irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum three bidders remain in fray, else no H1 removal.*

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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
3. **For Enterprises (Udyam, registered under Udyam Registration Portal):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro / 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

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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) 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

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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.**

| Sl. No. | State / UT | GST Reg. No. |
|----------------|-------------------|---------------------|
| 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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Form-2 (Format for local content)

Format for Certification regarding Local content (LC) for Services or Works

[Certificate to be provided by local supplier from the Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of local suppliers other than companies)]

Date:

I < name of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant > do hereby certify that < name of authorized signatory of bidder > S/o, D/o, W/o _____, Resident of _____ has solemnly affirmed and declared as under:

That the percentage of local content for the product/service offered by the bidder/supplier against the subject tender is ____ %.

That he/she agreed to abide by terms and conditions of Department of Industrial Policy & Promotion issued vide Notification No: P-45021/2/2017-B.E.-II Dated: 15-06-2017 & P-45021/2/2017-PP (BE-II) Dated: 28-05-2018, of Department of Promotion of Industry and Internal Trade issued vide Notification No: P-45021/2/2017-PP(BE-II) Dated: 29-05-2019 & P-45021/2/2017-PP (BE-II) Dated: 04-06-2020.

That the information furnished hereinafter by him/her is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Product/ Services/ Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Government of India and he/she will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) order 2017.

He/she agrees to maintain all information regarding his/her claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities

- i. Name and details of the Local supplier (registered Office, Manufacturing and location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Product / Services/ Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed.
- vi. Name and contract details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Products/ Services/Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and behalf of _____ <Name of Statutory Auditor/Cost Auditor/ practicing Cost Accountant/practicing Chartered Accountant>

Stamped & signed by Authorized signatory
<Insert Name, Designation and Contract No and date>

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