

## TENDER

### Volume – IA: Technical Bid

E - Tender No: 2101094 Date **21-08-2021** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Detailed drawing preparation based on Input design drawings provided by BHEL- Engineering Centers for Flue Gas Desulphurization (FGD) Package as specified in scope and getting approval from BHEL- Engineering Centers/ NTPC. Fabrication and supply of finished product (procurement of raw structural steel will be in the scope of bidder) i.e. structures of FGD as per BOM/Drawings at 2X500 MW NTPC Mauda, Stage-I, TPP-FGD, Maharashtra.
2.	E - Tender No	2101094
3.	<b>Details of Tender Document</b>	
3.1	Volume _ I A	Technical Bid
3.2	Volume _I B	General Conditions of the Contract (GCC)
3.3	Volume _ I C	Techno-Comm - Compliance
3.4	Volume _II	Price Bid
4.	Issue of Tender Documents	From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) and <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> (Tender documents will be available for downloading from BHEL e-Procurement website till due date of submission)
5.	Due Date Of Offer Submission	Date: <b>31-08-2021</b> Time: <b>15:00 hrs</b> <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> <b>Offer to be submitted in online only through e-procurement Portal.</b> (Bidders are requested to visit website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).
6.	Opening of Tender (Techno- Commercial Bid)	<b>Date : 31-08-2021 Time : 17:00 Hrs</b> Notes: <b>This tender being an e-tender, it shall be opened online only through the E-Procurement Portal. Participating bidders may witness the Opening online only.</b>

Salient Details of NIT		
7.	Cost of Tender	Not Applicable
8.	Bid Security Declaration	Bid Security Declaration is mandatorily required to submit by bidders
9.	Earnest Money Deposit ( EMD)	Not Applicable
10.	Schedule Of Pre-Bid Discussion	Not Applicable
11.	Reverse Auction	Applicable
12.	Evaluation Currency	<b>INR</b>
13.	Last Date of Seeking Clarification	<b>28-08-2021</b> Along with soft version also, addressing to undersigned & to others as per contact address given below. <i><b>Bidders may consider to seek clarifications on the e-tender portal---</b></i> <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>
14.	Integrity Pact & Details of Independent External Monitor (IEM)	As per <b>Annexure-1</b> (Integrity Pact), <b>Sh. Arun Chandra Verma, IPS (Retd.)</b> Email: <a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>  <b>and Sh. Virendra Bahadur Singh, IPS (Retd.)</b> Email: <a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>
15.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> -->Tender Notifications →View Corrigendum(s) & on e-tender portal <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> and not in the newspapers. Bidders to keep themselves updated with all such information

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

2.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender. ~~Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day. Copy of Cash receipt or the proof of Demand Draft duly~~ **digitally**

signed is to be uploaded with the Techno Commercial offer **on e-tender portal** <https://eprocurebhel.co.in/nicgep/app>. However Original Demand Draft shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected. ~~Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at \_\_\_\_\_, Sundays and second/last Saturdays.~~

### 3.0 **E-Procurement Portal Inputs**

#### **Procedure for Submission of Offer for E – Tender**

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://eprocurebhel.co.in/nicgep/app>. Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

- i. **Hardware and Software requirements for participating in e-tender**
  - ❖ Please refer the website for the minimum system requirements and setting document for Bidders under the link: <https://eprocurebhel.co.in/nicgep/app>
- ii. **Digital Signature**
  - ❖ To know the procedure for obtaining Digital Signature Certificate (DSC), suppliers who are not having the DSC are advised to visit our website <http://www.bhel.com/home.php> → Tender Notifications → Sample Checklist.
- iii. **NIC portal Helpdesk Contacts**

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

International bidders are requested to prefix 91 as country code

#### **Email Support**

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)

#### iv. **Note**

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

The Tenderers must submit their Tenders, as detailed below:

- ❖ PART-I consisting of 'PART-IA (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)'
- ❖ PART-II (Price Bid)

**SPECIAL NOTE:** All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for in-complete documents.

- 4.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 5.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve 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). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 6.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc., before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 7.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail or **through E-tender Portal**, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 8.0 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.
- 9.0 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.
- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- 11.0 Bidders shall submit Integrity Pact Agreement (Duly digitally signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.
- 12.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.

- 13.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 14.0 Validity of the offer shall be for **six months** from the latest due date of offer submission.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 16.0 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.
- 17.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 18.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (through Digital Signature), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 In the course of evaluation, if more than one bidder happens to be L-1, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to be the L-1 subsequent to soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their authorised representative(s). Ranking will be done accordingly. BHEL's decision shall be final and binding in such situations.
- 21.0 Order of Precedence
- In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
  - b. Price Bid – Volume – II
  - c. Technical Conditions of Contract (TCC) - Volume- I A (All parts)
  - d. Notice Inviting Tender (NIT)
  - e. Techno-Comm – Compliance – Volume - I C
  - f. General Conditions of Contract (GCC)

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

For BHARAT HEAVY ELECTRICALS LTD  
(GM Pur)

**IMPORTANT INFORMATION**

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through BHEL e-procurement portal only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ GM Purchase, Email id: [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in), Ph: +91 – 712 – 2858633
- ❖ Dy. Manager Purchase, Email: [sk@bhel.in](mailto:sk@bhel.in), Ph: +91 – 712 – 2858635
- ❖ Dy. Manager Purchase, Email: [rajivkumar@bhel.in](mailto:rajivkumar@bhel.in), Ph: +91 – 712 – 2858717
- ❖ Dy. Manager Purchase, Email: [pragati.tigga@bhel.in](mailto:pragati.tigga@bhel.in), Ph: +91 – 712 – 2858735
- ❖ Engineer Purchase, Email id: [jayant@bhel.in](mailto:jayant@bhel.in), Ph: +91 – 712 – 2858635

**1. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site.

**1.0 Integrity commitment, performance of the contract and punitive action thereof:****1.1 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**1.2 Commitment by Bidder/ Supplier/ Contractor:**

1.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2 The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

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

**Suspension of Business Dealings**

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

- ❖ The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ([www.bhel.com](http://www.bhel.com) ---> Tender Notification - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_adbridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

## 2. All Statutory Requirements as applicable for these Projects shall be complied with

### 3. BHEL Fraud Prevention Policy

"The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as so on as it comes to their notice."

4. The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL.

### 5. Performance Bank Guarantee/ Bank Guarantee

Where ever so required, the Supplier shall arrange to provide a Performance bank guarantee (PBG). The indigenous suppliers have to provide the PBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG shall be confirmed by any of the Bankers listed by us. The PBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. The PBG shall be for a value as cited in the tender document.

The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier's Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG.

Acceptance of Bank Guarantee (BG) / Performance Bank Guarantee issued by:

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

#### ➤ Nationalised Banks Nationalised Banks

- ❖ Allahabad bank
- ❖ Andhra bank
- ❖ Bank of Baroda
- ❖ Canara Bank
- ❖ Corporation bank
- ❖ Central bank
- ❖ Indian Bank

- ❖ Indian Overseas Bank
- ❖ Oriental bank of Commerce
- ❖ Punjab National Bank
- ❖ Punjab & Sindh Bank
- ❖ State Bank of India
- ❖ State Bank of Hyderabad
- ❖ Syndicate Bank
- ❖ State Bank of Travancore
- ❖ UCO Bank
- ❖ Union Bank of India
- ❖ United Bank of India
- ❖ Vijaya Bank
- **Public Sector Banks**
  - ❖ IDBI
- **Foreign banks**
  - ❖ CITI Bank N.A
  - ❖ Deutsche Bank AG
  - ❖ The Hongkong and Shanghai Banking Corporation Limited
  - ❖ Standard Chartered Bank
  - ❖ J P Morgan
- **Private Banks**
  - ❖ Axis Bank
  - ❖ The Federal Bank Limited
  - ❖ HDFC
  - ❖ Kotak Mahindra Bank
  - ❖ ICICI
  - ❖ Indusind Bank
  - ❖ Yes Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra
- c. Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

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

- d. This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBG (Contract Execution Bank Guarantee) is applicable
- e. List of banks may change from time to time, thus prior to submission of Bank Guarantee it is responsibility of successful bidder to get the confirmation of issuing Bank from BHEL

## 6. Reverse Auction Terms & Conditions

- BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders.
- Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for 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.

## 7. MSE Vendors:

**Micro & Small Enterprises (MSE) is exempted from Payment of Tender Fees and Earnest Money deposit (EMD)**

**Definition of MSME:** - As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020. According to the notification, following criterion is envisaged for definition of MSMEs:-

S. No.	Type of Enterprise	New Criterion/ Definition
1	Micro	a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees
2	Small	a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees
3	Medium	a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees

The above shall be applicable to this tender and relevant documents (Udyam Registration Certificate) must be submitted to establish the MSME status by the bidder failing to which the bidder shall be considered on par with other non-MSME bidders.

## 8. Earnest Money Deposit (EMD): Not Applicable

8.1 ~~Refundable, Non-interest bearing Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs only) is applicable for this Enquiry.~~ Micro & Small Enterprises (MSE) is exempted from EMD. (refer pt. 7. above for "MSE vendors"). EMD can be deposited in any one of the following methods along with the technical bid, failing which bidder's offer is liable for rejection.

### Modes of Deposit

- ❖ Cash Deposit as permissible under the extant Income Tax Act (before tender opening)
- ❖ Banker's Cheque/ Pay Order/ Demand Draft, in favour of Bharat Heavy Electricals Ltd, payable at Nagpur (along with offer)
- ❖ Electronic Fund Transfer credited in BHEL PSWR, Nagpur account (before tender opening); Bank account details of BHEL PSWR is cited below for EMD remittance purpose

Name of the company	Bharat Heavy Electricals Ltd
Address of the company	Shree Mohini Complex 345, Kingsway, Nagpur - 440001
Name of Bank	State Bank Of India
Name of Bank Branch and Branch Code	SBI, Kingsway Branch, Branch Code-00432
City	Nagpur
Account number	40227423158
Account type	Current A/C
IFSC code of the bank branch	SBIN0000432
MICR code of the bank branch	440002002

❖ No other form of EMD remittance shall be acceptable to BHEL.

Procedure for Earnest Money Deposit		
Mode of Submission	Proof of EMD along with the offer	Submission of EMD to BHEL PSWR
❖ <b>DD/Pay Order</b>	Scan Copy has to be uploaded in E-Portal	Original DD/ Pay Order to be couriered to BHEL PSWR, Nagpur before tender opening
❖ <b>EFT</b>	Receipt of Amount Transferred to BHEL Account	
❖ <b>Cash</b>	Receipt of cash deposit at BHEL office	

Proof of Demand Draft/ Pay Order or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e- tender portal <https://eprocurebhel.co.in/nicgep/app>**.

In case, bidder wishes to furnish EMD in Demand Draft/ Pay Order mode, Original Demand Draft/ Pay Order shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.

EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Performance Bank Guarantee (PBG) or Contract Execution Bank Guarantee (CEBG), as the case may be.

EMD by the Tenderer will be forfeited as per NIT conditions, if after opening and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these extant guidelines.

#### 9. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) CLAUSE:**

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 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.”

- ❖ For subject tender, only Class-I local suppliers are eligible to bid inline with Cl. 3(a) of MII Circular No. P-45021/2/2017-PP (BE-II), Dated 16/09/2020 as there is sufficient Local capacity & Local competition.

In case of subsequent order issued by nodal ministry, changing the definition of local content for items of the NIT, the same shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. The local supplier at the time of tender, bidding or solicitation shall be required to provide Certification that as per the offered items they meet the requirement of Class-I Local supplier as per the provisions of PPP-MII order, revision dated 16.09.2020 of Govt. of India and relevant circulars issued by nodal ministry wrt. to above mentioned orders and shall give details of location at which local value addition is made.

**Minimum 50% Local content required for MII compliance against this tender.**

- ❖ Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority. <https://www.mea.gov.in/> to be referred for latest details of competent authority and exemptions.

**Format – I**

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

**Tender Specification No:**

Tender Description: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the

bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender.  
(Evidence of valid registration by the competent authority shall be attached)

For and behalf of \_\_\_\_\_ (Name of the bidder)

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

**Format - II**

**Bid Security Declaration Form**

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

**To,**

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

Dear Sir/Madam,

**Sub: Bid Security Declaration**

**Ref: Tender Specification No:**

Tender Description: .....

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

**Signature of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:

**Format - III**

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND  
SUBSEQUENT ORDER(S)

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

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To,

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

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref:** 1) **Tender Specification No:**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of \_\_\_\_\_ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**\*\* - Strike out whichever is not applicable.**

**Note:**

- Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**Format – IV**

**Undertaking for Indian Bidders**

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

**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref: Tender Specification No:**

I/We, \_\_\_\_\_ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:

**Format - V**  
**DECLARATION**

Date: \_\_\_\_\_

To	_____
	BHEL, _____
	_____
	_____
	_____
Email:	_____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable).

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	

***Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.***

Regards,  
( \_\_\_\_\_ )

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Format – VI**

**Declaration for prevention/elimination of suspected cartel formation between suppliers**

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

**To,**

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

Dear Sir/Madam,

**Sub: Declaration for prevention/elimination of suspected cartel formation between suppliers**

**Ref: Tender Specification No:**

I/We hereby declare that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s).

This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids of any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

**Sign. of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:

**I. Pre-Qualification Criteria (PQR)**

Bidder shall essentially meet all the Qualifying Requirements cited below:

<b>A</b>	<b>Technical</b>  Bidder must have executed at least <b>295 MT</b> of fabricated steel structures per month for 2 consecutive months in last seven years from the latest date of technical bid opening  Towards above, bidder must submit the following: <ul style="list-style-type: none"> <li>Valid Factory license and GST Certificate.</li> <li>Purchase/Work orders and proof of delivery/supply of fabricated structural material of at least <b>295 MT</b> Per Month for 2 consecutive months in the last seven years.</li> </ul>
<b>B</b>	<b>Financial Turnover</b>  Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 12.32 Crore</b> or more, over the last three Financial Years (FY) i.e. '2017-2018, 2018-2019 and 2019-2020'.
<b>C</b>	<b>Submission of Integrity Pact duly signed (IP)</b>  The IP as enclosed with the tender document 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 bidding. In other words, entering into this pact would be a preliminary qualification
<b>D</b>	<b>Customer Approval</b> <ul style="list-style-type: none"> <li>❖ Credentials of the bidders meeting the Pre-Qualifying requirements and techno-commercially qualified shall be forwarded to customer for their approval</li> <li>❖ The Price Bid of bidders who are approved by customer shall be opened and considered for further evaluation</li> </ul>

**Explanatory Notes for PQR**

- 'Supplying' in QR - A means bidder should have delivered the Fabricated structures. Bidder shall submit the relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, etc. is legible) along with proof of supply (i.e. - Completion Certificate/ Copy of Invoices / LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) in the respective attachments in their offer in support of PQR. The word 'Contract' referred in Technical PQR may be Rate contract/Framework Agreement/Purchase Order/Work Order.
- Bidder shall necessarily submit the following details in the given formats:
  - Duly Filled Vendor's Proposal and Evaluation Report (Refer TCC Appendix -I, Annexure-4: P4F1R0)
  - Duly Filled Vendor Questionnaire. (Refer TCC Appendix -I, Annexure-5: P4F2R0)
  - Factory Registration Certificate.
  - Overall Organization Chart with Manpower details (Design, Manufacturing, Quality etc.)
  - Supply reference list indicating similar product supply order reference no., customer name, rating of product, date /year of supply, date / year of commissioning.

- vi. List of Manufacturing Equipment available with vendor.
  - vii. List of Testing Equipment available with vendor.
  - viii. Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any.
  - ix. Details of Outsourced Manufacturing Processes, if any.
  - x. Quality control exercised during receipt, in-process & final inspection
  - xi. Bidder's factory shall have facilities as per Annexure-A (refer Vol- IA). Supporting documents submitted against this shall adhere to naming philosophy as per Annexure-A only. BHEL/NTPC may carry out shop/factory assessment, if necessary.
3. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against Financial Turnover QR above along with all annexures
  4. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three
  5. 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
  6. Consortium bidding is not allowed
  7. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
  8. **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.**
  9. **Credentials furnished by the bidder against "PRE QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.**
  10. **Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:**
    - a) **Technical Pre Qualifying Requirement (PQR) for prior experience:** The technical pre-qualifying requirements, is relaxed by 50% (quantities or amount) of the original Pre –Qualifying Requirement specified in the tender (round off to the higher limit or number. Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, since quantity is non-divisible in this case.)
    - b) **Financial Pre Qualifying Requirement (PQR) including Turnover:** The financial pre-qualifying requirements is relaxed by 50% of the original Pre –Qualifying Requirement specified in the tender.
    - c) Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in **Point no. (a) and (b)** above, shall remain the same for all bidders.

- d) Definition of Startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

**II. Techno – Commercial Terms and Conditions:****1. Total Tendered Quantity: 3,395 MT (± 30%)****2. Ordering Philosophy**

BHEL reserves the right to split order between L-1 and other qualified bidders as per following methodology shown below:

<b>Total Tendered Quantity : 3395 MT ± 30%</b>		
<b>Manner of Splitting</b>	<b>1845 MT ± 30% (Package – 1)</b>	<b>1550 MT ± 30% (Package – 2)</b>

- ❖ The subject tender is for NTPC Mauda FGD Structures Fabrication; **Rate per MT** shall be considered for evaluation for fabrication.
  - ❖ The subject tender consists of two Packages i.e. Package – 1 (1845 MT ± 30%) and Package – 2 (1550 MT ± 30%) of NTPC Mauda FGD Structures Fabrication.
  - ❖ L-1 Bidder shall be awarded with acceptable L-1 rate and shall be considered for award of Package – I.
  - ❖ Next bidder in the order of price competitiveness (i.e. L-2, L-3 and hence forth) shall be given an opportunity to match awarded L-1 rate for Package -2.
  - ❖ In case none of the bidders agree to match the awarded L-1 rate for Package -2, then BHEL reserve the right either to award the Package-2 to L-1 bidder at acceptable L-1 Rates or opt any other suitable method to finalize the Package-2.
3. Tenders beyond the scheduled due time cannot be submitted by the bidders in the e-procurement portal.
  4. Offer must be submitted in **Two-Part Bid only** i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.
  5. **No Consortium bidding is allowed for the subject tender.**
  6. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
  7. **Price:** Bidders shall quote the prices in Volume – II - Price Bid section in the E-portal.
  8. **Evaluation criteria:**
    - 8.1 Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.
    - 8.2 Tenders will be evaluated on the basis of delivered cost, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. Credit of GST)
  9. **Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL. Destination is 2 X 500 MW NTPC Mauda FGD, Maharashtra.
  10. **Quantity Variation: ±30%.**
  11. **Weighment:** BHEL or BHEL approved third party weighment shall be final and payment will be done accordingly.

12. **Transit Insurance:** Transit insurance from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.
13. **Payment Terms:** As per TCC
14. For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:
- ❖ Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.
15. Liquidated Damages/Penalty:
- ❖ LD shall be 0.5% of basic value of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total contract value (i.e. excluding elements of taxes)
  - ❖ For this purpose, the period of delay shall be the delay attributable to the Fabricator for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value exclusive of Extra Works executed on Man-day rate basis, Supplementary/Additional Items and PVC (if any)
  - ❖ In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.
16. Bidder should have valid PAN. Relevant document in support of above shall be submitted.
17. **GeM Seller ID:**
- Bidder participating in the subject tender is requested to get registered in "**Government e-Marketplace**" (GeM). This is one of the pre-requisite criterion for the **Order Placement**. GeM Seller ID shall be provided in the document "VolICheckList2101094".
18. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons

**III. Instructions for filling the Price Bid**

1. Freight, Packaging and Forwarding charges is in the scope of Fabricator.
2. Transit Insurance is in the scope of BHEL.
3. Prices to be quoted in INR only (Volume-II). Price bids shall be duly filled and digitally signed.
4. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all-inclusive F.O.R. price.
5. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

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Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Detailed drawing preparation based on Input design drawings provided by BHEL- Engineering Centers for Flue Gas Desulphurization (FGD) Package as specified in scope and getting approval from BHEL- Engineering Centers/ NTPC. Fabrication and supply of finished product (procurement of raw structural steel will be in the scope of bidder) i.e. structures of FGD as per BOM/Drawings at 2X500 MW NTPC Mauda, Stage-I, TPP-FGD, Maharashtra.
2.	E - Tender No	2101094

2101094

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

Sl. No.	Description	Chapter	No. of Pages
<b>Volume-IA</b>	<b>Part-I: contract specific details</b>		
1	Project information	Chapter-I	1
2	Scope of works	Chapter-II	11
6	Time schedule	Chapter-VI	1
7	Terms of Payment	Chapter-VII	2
10	Welding, radiography, NDT, PWHT	Chapter-XI	4
11	Preservation & protection of component	Chapter-XII	1
12	Tentative requirement for FACTORY	Annexure-A	2
13	Price Breakup	Annexure-B	2
<b>14</b>	<b>Appendix – I</b>		
14.1	Integrity pact (IP)	Annexure-1	6
14.2	Performance Bank guarantee (PBG)	Annexure-2	4
14.3	Price variation clause (PVC)	Annexure-3	3
14.4	Vendor's Evaluation cum Proposal Report( <b>P4F1R0</b> )	Annexure-4	1
14.5	Vendor Questionnaire( <b>P4F2R0</b> )	Annexure-5	3
14.6	Approved Vendor List (Steel)	Annexure-6	1

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

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### 1.1 Project Information

**Project Name:** 2 X 500 MW NTPC Mauda FGD, Maharashtra

The proposed site is located near Mauda town in Nagpur district of Maharashtra.

The latitudes and longitudes of the site are as follows:

Latitude	:	21° 10' 50" N
Longitude	:	79° 23' 52" E
Nearest Town	:	Mauda town (4Km)
Tehsil	:	Mauda
District	:	Nagpur
Nearest Airport	:	Nagpur

Above information furnished are for general guidance of Contractor. However, Contractor has advised to visit the site and appraise himself about the conditions of site and infrastructure available in the area for fulfilling their commitments under the contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

### 2.0 Scope of Work

The work to be carried out under the scope of these specifications is broadly as under:

The scope of supply job under this contract covers Procurement of Raw Material from customer approved supplier/(s), Fabrication and supply of finished product for this Package as per BOM/Drawings, Detailed drawing preparation based on Input design drawings provided by BHEL-Engineering Centers for Flue Gas Desulphurization (FGD) package as specified in scope and getting approval from BHEL Engineering Centers / NTPC.

The scope of work will include but not limited to Structure Steel works for the following buildings / structures of Flue Gas Desulphurization (FGD) System at 2X500 MW NTPC Mauda FGD.

**Package wise scope and quantity is as per following:**

Package	Scope Description	Scope Qty. in MT
1	Silo Structure, LTP-1 , LBC-1AB, LBC-3 AB, Limestone Silos, ECW building	1845
2	Ball Mill Building, Chimney platform, Gypsum Dewatering Building, Compressor Building, Gypsum Shed, GC-1AB	1550
Total Scope in MT		3395

**Package 1:**

Sr no	Structure	Qty in MT
1	Silo Structure	1100
2	LTP-1	136
3	LBC-1AB	235
4	LBC-3AB	35
5	ECW Building	39
6	Limestone Silos	300
	Total	<b>1845</b>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

### Package 2:

Sr no	Structure	Qty in MT
1	Ball Mill Building	239
2	Chimney platform	420
3	Gypsum Dewatering Building	396
4	Compressor Building	83
5	GC-1AB	80
6	Gypsum Shed	332
	Total	<b>1550</b>

However, the names of the structures mentioned may change on later change during detail engineering stage.

### Interchangeability of Scope:

BHEL reserves the right to swap any particular scope of work/any portion of work between Packages of subject tender as per the requirement of the site during execution of the job. In no case Scope of any vendor should be allowed to reduce less than 85% of total contract value of any package due to invoking of this clause by engineer in charge.

#### **Note:**

- a) **All Materials shall be procured from the NTPC Mauda approved sources only. Format for approval of any Sub-Supplier shall be as per 'PART-B-V-QA'.**
  - b) **A list of structural steel sections requirement- (TENTATIVE as per initial stage of engineering) for the scope of work is attached as Appendix-1. This list is not exhaustive and is only for general purpose and may vary during the detailed engineering**
1. Based on input design/engineering drawings of FGD System, Preparation of detailed drawings, bill of materials, material codification, obtaining approvals from BHEL Engineering Centers / NTPC.
    - a. Preparation of fabrication drawings, joint design calculations and all other general and special requirements, including appointment of a separate agency for **checking of detailed engineering drawing the above work**, approved by BHEL for review.  
  
(Detailed drawing preparation (In TEKLA Software based on Input design drawings provided by PEM/ISG - Engineering Centers and getting approval from PEM/ISG Engineering Centers / NTPC)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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- b. Approval of fabrication drawings from BHEL Project Engineering Management / NTPC. (Approval of fabrication drawing does not relieve the bidder from the responsibility of its correctness and accuracy).
  - c. Material required for the fabrication job for the scope i.e. Chq. Plates/MS plates, Flats/ beams/ channel/, angles etc. (rolled sections), etc. have to be arranged by the bidder within his quoted price and all required material to be sourced only from **NTPC approved suppliers for 2x500MW NTPC Mouda FGD Project**.
  - d. Trial Pre assembly activity will be at bidder\_shop or at site as required by BHEL/NTPC by using bidders T&P in his own cost, no separate cost will be paid for Trial Pre assembly activity. Bidders may quote considering all such hidden activity as extra in their rate price. BHEL/NTPC may visit for inspecting the Trial Pre assembly activity
  - e. BHEL/NTPC may visit fabrication shop for checking eligibility/competency of shop. Approval from NTPC is required before start the fabrication job. In any discrepancy bidder shall be complied as per BHEL/NTPC requirement at any stage of job.
2. **Supply of finished materials at site** as per BOM/Drawings of scope of supply work consisting of following:
- a. Fabrication, welding, destructive, non-destructive and any other tests as per approved QP / NTPC/ BHEL requirement.
  - b. Painting as per BHEL/NTPC Specifications.
  - c. Straightening, making cutting plan, cutting, bending, rolling, grinding, drilling, bolting, temporary pre assembly- full length column height (**Trial assembly**), edge preparation, preheating (min preheat and interpass temperature of 20 degree C for welding over 20 mm and up to 40 mm & 66 degree C for welding over 40 mm and up to 63 mm & 110 degree C for thickness over 63 mm & use of low hydrogen/ radiogenic electrodes), post heating, testing of welders, inspection of welds, visual inspection, non-destructive and special testing, rectification and correction of defective welding works, production test plate, inspection and testing as per erection scheme.
  - d. Preassembly/Trial assembly of structures as per approved MQP of finished material at bidder's factory as per BHEL instructions / approved drawings. The steelwork shall be temporarily shop-erected/pre-assembled complete or as directed by the Engineer so that accuracy of fit may be checked before dispatch. The parts shall be shop-erected with a sufficient number of parallel drifts to bring and keep the parts in place. In case of parts drilled or punched using steel jigs to make all similar parts interchangeable, the steelwork shall be shop erected in such a way as will facilitate the check of interchange ability.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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- e. Delivering finished products from factory to NTPC Mouda FGD project site as per BOQ of rate schedule - specification, drawings and instructions of the Engineer.
- f. Fabrication as per BOM / Drawings and Application of Paint as per specification and Transportation till site (FOR destination basis). (Supply/ procurement of all required materials including structural steel from NTPC approved vendor shall be in the scope of Agency)

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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### **Specific for Fabrication and Supply Contract**

1. Items covered under this contract shall be subjected to Inspection / Testing and Quality Surveillance. The BHEL Engineer or Engineer's representative shall at reasonable times, have access to vendor's works. Quality control records. All reasonable facilities required for carrying out the inspection and testing efficiently, shall be provided by the vendor, free of cost including proper Office space with Desktop Computers/Laptop with Internet facility to BHEL/NTPC/Third Party officials for routine Check-Up and during inspection.
2. The bidder shall abide fully by all the clauses of Shop inspection and tests covered in Technical Specification and Customer Technical specification. BHEL reserves the right to consider any stage of inspection / test as a "Hold Point", beyond which work shall not proceed without acceptance of that stage.
3. The minimum Inspection / Testing requirements shall conform to relevant codes / standards as well as Statutory Regulations applicable, whether or not specifically mentioned in the specification, in addition to those normally carried out by the vendor.
4. Unless the Inspection / Test is waived, the Engineer or Engineer's representative shall attend the Inspection / Test within 15 days of the date of receipt of notice from the vendor, failing which the vendor may proceed with the Inspection / Test and shall forward duly certified copies of the Inspection / Test Reports. After successful completion of the Inspection / Test or receipt of Vendor's Test reports mentioned above, the Engineer shall issue within 15 days, the acceptance certificate.
5. Wherever Customer / Consultant "Hold Points" are indicated in the approved Quality Plan an additional 10 days' notice shall be given for Inspection / Testing.
6. Before sending written notice to the Engineer or Engineer's representative, the Vendor's own inspection staff should have fully inspected / tested the item. If the visit of the Engineer or Engineer's representative proves to be futile on account of the item not being ready for inspection / Testing or the same being rejected to reasons which could otherwise, have been detected during Vendor's own Inspection / Test, the cost incurred by Engineer or Engineer's representative on such visits shall be borne by the vendor.
7. Approval or passing of Inspection / Test and thereby issue of the acceptance Certificates or waive of Inspection by the Engineer or Engineer's representative shall not relieve the vendor of his responsibilities and obligations under the contract and also shall not bind BHEL to accept the item should it, on further tests after receipt at destination, erection / commissioning be found not complying with the Contract.
8. All necessary documents such as test reports, test certificates, test curves, stress relieving charts, radio graphic films and other non-destructive tests, copies of the welding procedure, welder qualification certificates and other

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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documents in support of adherence to Quality plan shall be furnished to the Engineer or Engineer's representative. The Quality Assurance document consisting of certified copies of all of the above complied sequentially by the vendor shall be sent to BHEL prior to dispatch.

9. The vendor shall provide test pieces as required by Engineer or Engineer's representative to enable him to determine the Quality of Material supplied under the contract. If any test piece fails to comply with the requirements the inspection agency may reject the whole material represented by the test piece.
10. In the event of inspection revealing poor quality of goods, BHEL shall be at liberty to specify additional Inspection / Test, required ascertaining Vendor's compliance with the equipment specification.
11. All welding shall be carried out in accordance with applicable codes or approved equal. Welding procedure and Welder's qualification shall be got approved. Welding consumables shall be as per NTPC approved suppliers.
12. Approved methods of radiographic, ultrasonic or other non-destructive testing as applicable shall be used for the welding of critical components / assembly. All defects shall be rectified by the supplier at no extra cost.
13. If considered necessary by BHEL Engineer or Engineer's representative, multiple pre-assemblies shall be fully tested at Vendor's work prior to packing and dispatch to site.
14. None of the item shall be dispatched without the receipt of "Quality Surveillance Note" from the Inspection Agency as well as the written approval in the form of Material Dispatch Clearance Certificate (MDCC) unless specifically agreed.
15. Each separate piece of fabricated steelwork shall be distinctly marked/punch marked on all surfaces before delivery in accordance with the markings shown on approved erection drawings and shall bear such other marks as will further facilitate identification and erection. This will be duly verified at site during material receipt based on which MRC shall be prepared.
16. To address any mismatch during erection stage, the successful bidder shall deploy a technical person on continuous basis at site for proper co-ordination with various agencies so that problem is attended / rectified without any time gap.
17. Material Despatch Clearance Certificate (MDCC) for Supply of Fabricated Structures to be issued by customer/BHEL before supply of finished material.
18. The affixing of Inspection Stamp on the item by the Engineer or Engineer's representative is for the purpose of identification only and shall not be considered as a token of acceptance.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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19. The above conditions are equally applicable to the agency on which the vendor has sub ordered as it shall be construed as if the works are manufactured or assembled at Vendor's own premises of works
20. Separate storage area and Engineer shall be allotted by Bidder for BHEL contract.

### 2.1 SPECIFIC CONDITIONS FOR SUPPLY OF FABRICATED STRUCTURES

21. After receipt of Purchase Order, Bidder shall discuss with Project Manager / Construction Manager of BHEL regarding starting of structural fabrication job. The successful bidder will tie up with approved detailers of BHEL/NTPC for preparation of detailed fabrication drawing, BOM preparation, submission of same to BHEL and getting approval from BHEL. On receipt of approval of detailed drawings, successful bidder will start fabrication job in customer approved "FABRICATION WORKSHOP / FACTORY" in line with approved drawings, specifications and quality plan. Bidder shall mobilize further resources at workshop as per requirement to commence the job of fabrication, testing, shot blasting, painting etc. to match schedule of the project.
22. The total quantity of steel required for the job will be calculated from the approved fabrication drawings including lugs. In case any such sectional weights are not available in the above documents, the manufacturer recommendation / BHEL Engineer instruction/Indian Standard Code recommendation shall be binding. BHEL reserves the right to reject any material not found satisfactory.

### 2.2 QUALITY PLAN:

1. The Quality Plan is a document, which presents in a tabular form the Quality control checks exercised by the vendor during the various stages of manufacture and dispatch in order to meet the requirements of this specification. This plan details, step by step, the operations, components and characteristics being controlled, method of exercising such controls, the importance (criticality) of the control (critical major or minor) with respect to the functioning of the item the extent to which the controls are exercised (100% samples, one per heat, etc.). Acceptance norms for the characteristics, method of maintaining records thereof as a proof of having exercised the control successfully, the agency responsible for performing and witnessing the checks and for verifying the records thereof.
2. The bidders shall furnish the Quality Plan for approval from BHEL / NTPC. In case the Standard Quality plans are included in tender specification, the bidder shall furnish his Quality Plan strictly in line with the same. Instructions for filling the Quality Plan format are given on the back of the format.
3. Copies of Bidder's/Bidder's Collaborators catalogues/drawings/standards/specifications/ procedures etc. as mentioned in reference document of the Quality Plan shall be furnished for approval.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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4. In the Quality Plan, the bidder shall give in detail, the quality control checks exercised by him during the various stages of fabrication / manufacture such as:
- a) All bought out items and incoming material checks carried out at sources and on receipt.
  - b) Process of manufacture i.e. welding, heat treatment etc.
  - c) Manufacture of various components, sub-assemblies and assembly.
  - d) Final Inspection and Testing including Performance Test at shop.
  - e) Surface preparation and painting.
  - f) Packing, Marking and Dispatch.

### 2.3 Inspection Agency:

Inspection of packages shall be carried out by agency as per below Inspection category of packages:

- 1. **Cat I:** - Inspection shall be done jointly by NTPC, BHEL & Successful bidder.
- 2. **Cat-II:** - Inspection shall be done by BHEL & Successful bidder.
- 3. **Cat-III:** - Certificate of Compliance shall be furnished by Successful bidder.

Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party. For Inspection agency for various items, vendor may refer to Quality Plan.

### 2.4 Material Dispatch Clearance Certificate (MDCC)

- 1. When the tests have been satisfactorily completed at the Fabricator's works, the Inspection Agency shall issue a certificate to that effect within fifteen (15) days after completion of tests, but if the tests were not witnessed by the Inspection Agency or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Inspection Agency.
- 2. BHEL / NTPC will issue MDCC to the Fabricator based on the QS Note/Report from the Inspection Agency.
- 3. Fabricator shall not dispatch any material before issue of MDCC by BHEL / NTPC.
- 4. The satisfactory completion of these tests or the issue of MDCC, shall not bind BHEL / NTPC to accept the supply/equipment, should it, on further tests after erection, be found not to comply with the contract provisions.

**For Cat-I item,** MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them, and original MDCC shall be attached with Invoice by Vendor for claiming payment from BHEL.

**For Cat-II & Cat-III items,** MDCC shall be issued by NTPC /BHEL, which shall be valid for vendor payment.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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### 2.5 GENERAL INSTRUCTION FOR DISPATCH:

1. No equipment / material shall be dispatched without prior consent of BHEL / NTPC. Vendor shall dispatch the equipment / material only after receipt of “Quality Surveillance Note” and Material Dispatch Clearance Certificate (MDCC) issued by BHEL / NTPC.
2. Vendor shall notify in writing to site at least within 15 days in advance of shipment, the probable date, when the equipment / material shall be ready for dispatch.
3. Immediately after the shipment is made, necessary shipping / transport documents shall be sent by the vendor in accordance with the instructions of BHEL. The shipping documents / transport documents shall comprise of the following:
  - a) Bill of lading/ Railway Receipt / Lorry Receipt as applicable
  - b) Freight invoice
  - c) Packing List (No of copies as required)
  - d) Certificate of origin
  - e) Letter to Insurers
  - f) Quality Surveillance Note
4. The distribution procedure for the above documents shall be as per the “dispatch instructions”.

#### A. Consignee Address:

Construction Manager / BHEL Site office,  
2x500 MW NTPC Mauda STPP  
Mauda Ramtek Road  
Nagpur – 441104, Maharashtra

#### Note:

1. Consignee address in LR should be strictly as per above.
2. Seller / Fabricator to note that to effect “Sale in Transit”, BHEL shall issue “Delivery Note” to the Transporter for transferring the ownership from BHEL to customer (NTPC).
3. Delivery note shall be carried by transporter along with other dispatch documents.

**B. Road Permit Requirement:** Cost involved for material transportation including clearance required from statutory authorities and all applicable charges during transportation shall be borne by bidder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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### **C. Mode of Dispatch: By Road**

**Note:** It is Seller / Fabricator responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement and as per instruction of BHEL engineer.

### **D. Transit Insurance: In BHEL Scope**

Prior dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR/RR copy, packing list / Challan indicating the items dispatched (with their weights.) A copy of above should be sent to BHEL NTPC Mauda FGD site office (address same as consignee address).

### **E. Packing:**

1. The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
2. Packing list shall be submitted as per standard format along with advance set of documents for claiming payment which shall also indicate: -
  - a) Packing size.
  - b) Gross weight and net weight of each package.
  - c) Contents of the package with quantity of each item separately.

### **F. Transportation & Freight Charges:**

1. All road dispatches shall be only through the carriers approved by the BHEL.
2. Owing to any reason, in case the seller / Fabricator has to resort to a mode of transport other than what was contemplated, to keep up the delivery / completion schedule incurring extra expenditure, such extra expenditure shall be borne by the seller / Fabricator.
3. Freight charges shall be borne by the seller / Fabricator.

### **2.6 MATERIAL RECEIPT CERTIFICATE:**

The Seller/Fabricator shall arrange Material Receipt Certificate (MRC) at project site, duly signed by the BHEL/ NTPC Site Engineer, after receipt of the material at site and its physical verification.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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### 2.7 SHORTAGES/DAMAGES:

Any shortages or damages during transit, transportation or handling at site, including at the time of erection and commissioning, shall be made good by the Seller/Fabricator at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/replenished free of cost to enable the equipment to be put in service. Shortages in some cases shall also be replenished free of cost.

### 2.8 Guarantee for The Finished Goods

The Fabricator shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by BHEL. If the fabrications are found defective owing to faulty workmanship/incomplete work **within a period of eighteen (18) months from the date of dispatch of last consignment**, the Fabricator shall do the necessary repair/rework or replace the defective items free of cost. Alternatively, the rework/replacement charges shall be recovered from vendor if the same has been carried out by BHEL as per tender condition.

**2.9** The technical requirements for work to be executed under this specification shall be as per Specifications No (PART - B) (DETAILED TECHNICAL SPECIFICATION) SUB-SECTION-IV-D (CIVIL WORKS) SECTION - VI TECHNICAL SPECIFICATION FOR FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE BIDDING DOCUMENT NO. : CS-0011-109(1B)-9, BHEL Specification VOLUME: II B SECTION - D (PART I) SUB-SECTION - D 17 SPECIFICATION NO. PE-TS-444-600-C017 FABRICATION OF STRUCTURAL STEEL WORK and other tender documents/Specification/amendments enclosed with this tender document. (Part - II)

### **For Supply Contract**

Bidder must be possessing established fabrication **work shop / factory** equipped with all kinds of T & P's and other necessary requirement for supply of finished material as per specification at their own cost Tentative requirement of Factory is stipulated in **Annexure - A**. All other equipments and T&Ps (if required) for supply of finished material, shall be arranged by Fabricator.

### **Important Notes:**

- The scope of Permanent / Erection bolts, it is not in bidder scope.
- Supply and fixing of Electro forged gratings is not in bidder scope.
- Painting specifications are covered under CI No.31.03.00, Sec VI, Part B, Sub section IV-D of technical specification
- All structural steel works including tubular sections shall be painted as per specification.
- All factory fabricated structures shall have bolted field connections.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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- Splice is permitted only for longer length of members and at selected and approved location finalized during detailed engineering.
- Price quoted shall be inclusive of ODC Consignment, if any.

**Chapter-III,IV & V – Not Applicable for this contract.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

### 6.1 Time schedule & mobilization

#### 6.1.1 Mobilization (For Supply)

After receipt of Purchase Order, Fabricator shall discuss with project manager / construction manager regarding initial mobilization. The successful bidder will tie up with approved detailers of BHEL/NTPC for preparation of detailed fabrication drawing, submission of same to BHEL ENGINEERING DIVISION and approval from them. Appointed Detailers by the successful bidder will co-ordinate with BHEL ENGINEERING DIVISION/NTPC for approval of drawing and day to day routine co-ordination with site team (Bidder/BHEL/NTPC) for any clarification during fabrication and erection.

Fabricator shall mobilize further resources as per requirement to commence the work of fabrication, testing, shot blasting, painting etc. to match schedule of the project.

#### 6.1.2 Commencement of contract period and tentative schedule: -

Commencement of contract period shall be considered as Seven Days (7 Days) from date of issue of letter of award (LOA)/Purchase Order or from the date of issuance of first approved design drawing to Fabricator, whichever is later. Fabrication of entire structures as per scope including surface preparation and application of primer paint shall be completed within **5 months** from the date of start of work. The Fabricator has to subsequently augment his resources in such a manner that the entire work is completed to achieve the following tentative schedule.

S. No.	Activity	Tentative Time Duration from date of Start (In Days)	Remark	Scope
1	Start of Contract Period (Issuance of GA drawing by BHEL)	0		
2	Connection design calculation submission	14		Vendor
3	BHEL approval of design calculation	18		BHEL
4	Submission of Detail Drawing to BHEL for approval and placement of PO for major (80-90%) of material.	33	Progressively	Vendor
5	BHEL Comment /Approval	45	Progressively	BHEL
6	Resubmission of detail drawing if any to BHEL	52	Progressively	Vendor

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

S. No.	Activity	Tentative Time Duration from date of Start (In Days)	Remark	Scope
7	Final approval by BHEL	59		BHEL
8	PO for Raw Material procurement by Vendor for balance material.	65		Vendor
9	Supply of Major Raw Material at Workshop	78		Vendor
11	Start of supply Shop Fabrication Material	108		
12	Supply of Shop Fabrication Material to Site as per scope of Work	<b>150</b>	Progressively	Vendor

Fabricator has to engage adequate resources to meet BHEL's commitments to their customer as indicated from time to time. In the event the Fabricator fails to respond to these requirements, BHEL shall take appropriate actions to meet customer's commitments in line with the provisions of General Conditions of Contract

### **L-2 Schedule shall be prepared and submitted by Fabricator for approval of BHEL.**

In order to meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule requirements, Fabricator shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Payment Terms

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### 7 Term of Payment: -

The progressive payment for supply on accepted price of contract value will be released as per the break up given hereinafter: -

#### Stages of progressive pro-rata payments

- ❖ 100% payment as per PO, Billing schedule/Price Bid, excluding GST shall be released within 30 days after receipt & acceptance of material at site and submission of following documents
- ❖ **For vendor payments by PSWR**, the following documents are required in 4 sets:
  - a. GST Compliant Invoice (1 Original + 3 copies)
  - b. Original Inspection Reports (IRs) – with relevant painting/SB remarks - duly signed by BHEL QC inspector and Fabricator with seal (1 Original + 3 copies)
  - c. Copy of MDCC (NTPC MDCC, if applicable)
  - d. LR copy (Consignee address shall be BHEL NTPC Mouda FGD site)
  - e. Packing list Indicating Quantity / Net weight (Design Weight) wherever applicable against each item dispatched
  - f. Material Receipt certificate issued by BHEL/site
  - g. Material Test Certificate (For Raw Materials/Consumables)
  - h. Copy of insurance intimation letter / e-mail. (Intimation to Insurance agency to be sent on the same day of dispatch)
  - i. Guarantee certificates in line with PO terms (1 Original + 3 copies)
  - j. Customer Hold Point Clearance issued by NTPC – Original (if applicable)
- ❖ Applicable GST shall be released upon compliance of following documents:

Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.
- ❖ Paying Authority shall be **Construction Manager, BHEL 2 X 500 MW NTPC Mouda FGD Package**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Payment Terms

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### **Performance Bank Guarantee (PBG):**

- ❖ The Successful Bidder has to furnish PBG as per format provided.
- ❖ The Successful Bidder has to submit 5 % of the Purchase Order Value (excluding taxes) as Performance Bank Guarantee (PBG) at the time of submission of first invoice of the Purchase Order. Validity of PBG shall be revised by the Successful Bidder from time to time.
- ❖ The Successful Bidder shall warrant that the supplied products comply fully with the drawings and other technical requirements for a warranty period of 18 months, from the date of dispatch of last consignment.
- ❖ Validity of PBG: From [the date of submission of PBG] till [date of last dispatch + 18 months (warranty period)] + 90 days (Claim period)
- ❖ The Performance Bank Guarantee should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the PBG is submitted or is to be acted upon or the rate prevailing in the state where the PBG is executed, whichever is higher.
- ❖ PBG format provided in Annexure – II.
- ❖ Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

### **Chapter-VIII, IX and X - Not applicable for this contract**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI: WELDING & RADIOGRAPHY

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### **11. WELDING, RADIOGRAPHY AND OTHER NON-DESTRUCTIVE TESTING, POST WELD HEAT TREATMENT**

#### **11.1 WELDING**

11.1.1 INSTALLATION OF EQUIPMENT INVOLVES GOOD QUALITY WELDING, NDE CHECKS, POST WELD HEAT TREATMENT ETC. CONTRACTOR'S PERSONNEL ENGAGED SHOULD HAVE ADEQUATE QUALIFICATION ON THE ABOVE WORKS.

11.1.2 THE METHOD OF WELDING WILL BE INDICATED IN THE DETAILED DRAWING/DOCUMENTS. BHEL ENGINEER WILL HAVE THE OPTION OF CHANGING THE METHOD OF WELDING AS PER SITE REQUIREMENT.

11.1.3 BEFORE ANY WELDER IS ENGAGED ON WORK, HE SHALL BE TESTED AND QUALIFIED BY BHEL/CUSTOMER IN ACCORDANCE WITH IS 817, THOUGH THEY MAY POSSESS THE PREVIOUS CERTIFICATE. BHEL RESERVES THE RIGHT TO REJECT ANY WELDER WITHOUT ASSIGNING ANY REASON. ALL THE EXPENDITURE IN TESTING/QUALIFICATION OF THE CONTRACTOR'S WELDER SHALL BE BORNE BY CONTRACTOR.

11.1.4 UNSATISFACTORY AND CONTINUOUS POOR PERFORMANCE MAY RESULT IN DISCONTINUATION OF CONCERNED WELDER.

11.1.5 THE WELDED SURFACE SHALL BE CLEANED OF SLAG AND PAINTED WITH PRIMER PAINT TO PREVENT RUSTING, CORROSION. FOR THESE CONSUMABLES LIKE PAINT /PRIMER ETC WILL BE IN THE CONTRACTOR'S SCOPE.

11.1.6 WELDING ELECTRODES HAVE TO BE STORED IN ENCLOSURES HAVING TEMPERATURE AND HUMIDITY CONTROL ARRANGEMENTS. THIS ENCLOSURE SHALL MEET BHEL SPECIFICATIONS.

11.1.7 WELDING ELECTRODES, PRIOR TO THEIR USE, CALL FOR BAKING FOR SPECIFIED PERIOD AND WILL HAVE TO BE HELD AT SPECIFIED TEMPERATURE FOR SPECIFIED PERIOD. ALSO, DURING EXECUTION, THE WELDING ELECTRODES HAVE TO BE CARRIED IN PORTABLE OVENS.

#### **11.2 NON DESTRUCTIVE EXAMINATION:**

11.2.1 CONTRACTOR SHALL PROVIDE ALL RESOURCES AND MAKE ALL ARRANGEMENTS FOR THE RADIOGRAPHIC EXAMINATION OF WELDS FOR THIS WORK. FOR REASONS OF SAFETY, INVARIABLY THE RADIOGRAPHY WORK WILL BE CARRIED OUT AFTER THE NORMAL WORKING

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI: WELDING & RADIOGRAPHY

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HOURS AND CLOSE OF OTHER SITE ACTIVITIES ONLY. IN THIS REGARD, THE CONTRACTOR HAS TO ADHERE TO THE SAFETY RULES / REGULATIONS LAID BY BARC AUTHORITIES FROM TIME TO TIME.

- 11.2.2 RADIOGRAPHY INSPECTION OF WELDS SHALL BE PERFORMED IN ACCORDANCE WITH REQUIREMENTS AND RECOMMENDATION OF BHEL ENGINEER. THE MINIMUM QUANTUM OF RADIOGRAPHIC INSPECTION SHALL BE AS PER PROVISION OF BHEL'S ERECTION DOCUMENTS. THEY MAY, HOWEVER BE INCREASED DEPENDING UPON THE PERFORMANCE OF THE INDIVIDUAL WELDER AT THE DISCRETION OF BHEL ENGINEER/BOILER INSPECTING AUTHORITY. BIDDER SHALL ALSO ARRANGE THE UT EQUIPMENT WITH RECORDING FACILITY AT HIS OWN COST. UT SHALL BE DONE AS PER REQUIREMENT OF BHEL / CLIENT. RECORDS OF UT SHALL BE PRODUCED & SUBMITTED TO AS PER SITE REQUIREMENT.
- 11.2.3 ALL X-RAY / GAMMA RAY FILMS OF WELD JOINTS SHALL BE PRESERVED PROPERLY AND BE HANDED OVER TO BHEL.
- 11.2.4 THE FIELD WELDED JOINTS SHALL BE SUBJECT TO DYE-PENETRANT/MPT/RT/ OTHER NON-DESTRUCTIVE EXAMINATION AS SPECIFIED IN THE RESPECTIVE ENGINEERING DOCUMENTS/ AS INSTRUCTED BY BHEL.
- 11.2.5 WHERE REQUIRED, SURFACE PREPARATION, LIKE SMOOTH GRINDING OF WELDED AREA, PRIOR TO RADIOGRAPHY SHALL BE DONE. IT MAY ALSO BECOME NECESSARY TO ADOPT INTER-LAYER RADIOGRAPHY/MPT/UT DEPENDING UPON THE SITE/ TECHNICAL REQUIREMENT NECESSITATING INTERRUPTIONS IN CONTINUITY OF THE WORK AND MAKING NECESSARY ARRANGEMENTS FOR CARRYING OUT THE ABOVE WORK. THE CONTRACTOR SHALL TAKE ALL THIS INTO ACCOUNT IN HIS OFFER. THE REQUIRED NDT METHOD/PROCEDURE WILL BE DECIDED BY BHEL ENGINEER AT SITE.
- 11.2.6 FOR CARRYING OUT ULTRASONIC TESTING OF WELDING JOINTS OF LARGE SIZE, IT WILL BE NECESSARY TO PREPARE SURFACE BY GRINDING AND BUFFING A SMOOTH FINISH AND CONTOUR AS NECESSARY. THE CONTRACTOR'S SCOPE OF WORK INCLUDES SUCH PREPARATION AS INCIDENTAL TO WORK.
- 11.2.7 NO SEPARATE PAYMENT FOR ANY NDE ACTIVITIES IS ENVISAGED. ACCORDINGLY, THE OFFERED RATE SHALL BE INCLUSIVE OF COST OF ALL NDE.

### 11.3 HEAT TREATMENT:

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI: WELDING & RADIOGRAPHY

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- 11.3.1 FOR THE PURPOSE OF TEMPERATURE RECORDING OF STRESS RELIEVING PROCESS, THERMOCOUPLES HAVE TO BE ATTACHED TO THE WELD JOINT. THE NUMBER OF TEMPERATURE MEASURING POINTS AND LOCATIONS SHALL BE AS PER THE STANDARDS OF BHEL. THERMOCOUPLES HAVE TO BE ATTACHED USING CAPACITOR DISCHARGE TYPE PORTABLE THERMOCOUPLE ATTACHMENT UNIT. CONTRACTOR SHALL ARRANGE SUFFICIENT NUMBER OF THERMOCOUPLE ATTACHMENT UNITS.
- 11.3.2 CONTRACTOR SHOULD PROVIDE TEMPERATURE INDICATOR / TEMPERATURE RECORDER FOR MEASURING TEMPERATURE DURING PRE-HEATING FOR WELDING OR FOR CONTROLLING TEMPERATURE OF METAL FOR HOT CORRECTION ETC. THE TEMPERATURE RECORDERS SHOULD BE PREFERABLY OF SOLID STATE TYPE.
- 11.3.3 HEAT TREATMENT MAY REQUIRE TO BE CARRIED OUT AT ANY TIME (DAY OR NIGHT) TO ENSURE THE CONTINUITY OF THE PROCESS. THE CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS INCLUDING LABOURER REQUIRED FOR THE SAME AS PER DIRECTIONS OF BHEL.
- 11.3.4 IN CERTAIN CASES, ONLY THE PRE-HEATING OF WELD JOINTS MAY BE CALLED FOR.
- 11.3.5 FOR WELD JOINTS OF HEAVY STRUCTURAL SECTIONS, IF HEAT TREATMENT IS REQUIRED, THE SAME SHALL BE CARRIED OUT AS PART OF THE WORK.
- 11.3.6 CHECKING EFFECTIVENESS OF STRESS RELIEVING BY HARDNESS TESTS (BY DIGITAL HARDNESS TESTER OR OTHER APPROVED TEST METHODS AS PER BHEL ENGINEER'S INSTRUCTION) INCLUDING NECESSARY TESTING EQUIPMENTS IS WITHIN THE SCOPE OF THE WORK / SPECIFICATION.
- 11.3.7 PREHEATING, INTER-PASS HEATING, POST WELD HEATING AND STRESS RELIEVING AFTER WELDING ARE PART OF ERECTION WORK AND SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH BHEL ENGINEER'S INSTRUCTIONS. WHERE THE ELECTRIC RESISTANCE HEATING METHOD IS ADOPTED CONTRACTOR SHALL MAKE ALL ARRANGEMENT INCLUDING HEATING EQUIPMENT WITH AUTOMATIC RECORDING DEVICES, ALL HEATING ELEMENTS, THERMOCOUPLES AND ATTACHMENT UNITS, GRAPH SHEETS, THERMAL CHALKS, & INSULATING MATERIALS LIKE MINERAL WOOL, ASBESTOS CLOTH, CERAMIC BEADS, ASBESTOS ROPES ETC, REQUIRED FOR ALL HEATING AND STRESS RELIEVING WORKS.
- 11.3.8 ALL THE RECORDED GRAPHS FOR HEAT TREATMENT SHALL BE HANDED OVER TO BHEL/ IBR AUTHORITIES AND DUE CLEARANCES OBTAINED.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XI: WELDING & RADIOGRAPHY

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11.3.9 RESULTS OF THESE PROCESSES SHALL BE VERIFIED/ VALIDATED AS PER REQUIREMENTS OF BHEL / CLIENT.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII PRESERVATION & PROTECTION OF COMPONENTS

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### **12.0 Preservation & Protection of Components**

At all stages of work, equipments / materials in the custody of Fabricator will have to be preserved as per relevant material IS codes

## ANNEXURE - A

Tentative requirement for FACTORY for Fabrication of Steel Structures		
S. No	Characteristic	Check List
1.	<b>License</b>	A. Availability of factory registration Licence, GST Registration etc.
2.	<b>Quality management</b>	A. Availability of work instruction/procedures for critical activities & its implementations.
3.	<b>Raw material control</b>	A. Incoming ram material acceptance -MTC review records available B. Availability of material correlation/identification procedures & its implementations by hard punching/by record keeping/painting etc C. Storage/stacking of raw material-in organized manner or elevated platform with proper identification
4.	<b>Material handling</b>	A. Availability of EOT crane/ Gantry Crane of required capacity to handle maximum Load required for movement. B. Availability of gantry cranes/Hydra/other handling equipment's capable to handle proposed heaviest component(if required other than EOT crane)
5.	<b>Handling of weld consumables</b>	A. Availability of calibrated baking oven, holding oven & portable ovens (in sufficient quantities) B. Proper storage of weld consumables or racks & other controlled conditions C. Weld consumables handling: Issue/return of electrodes from store properly documented/recorded.
6.	<b>Welding qualification</b>	A. Availability of qualified WPS & PQR B. Availability of sufficient no of qualified welders C. Availability of welder performance monitoring/defect rate monitoring systems
7.	<b>Machinery</b>	A. Availability of sufficient no of SAW welding machines B. Availability of sufficient number of GTAW welding machines C. Availability of sufficient number of welding machinery-SMAW/GTAW/FCAE etc. D. Availability of CNC plasma/torchy cutting machines/profile cutting machines E. Availability of PUG/Gas cutting machines F. Availability of radial drilling machine-capacity matching to proposed thickness & size of component G. Availability of weld edge preparation/bevel end cutting machines
8.	<b>Spare/Inspection Area</b>	A. Availability of said levelled floor for trail assembly adequate for proposed size of components with required material handling capacity

## ANNEXURE - A

Tentative requirement for FACTORY for Fabrication of Steel Structures		
S. No	Characteristic	Check List
9.	<b>NDT/HEAT treatment/hydr/leak test facility</b>	A. Availability of sufficient size covered shed with concrete platform for fabrication activities B. Availability of beam straightening machine C. Availability of DPT/MPI facility-in house /outsourced to other agency D. Availability of RT facility-in house/outsourced (as applicable) E. Availability of UT facility-in house/outsourced (however done inside vendors own works) F. Availability of RT film viewer/dark room, densitometer, reference photograph etc. if RT is done
10.	<b>Professional qualification/quality manpower</b>	A. Availability of qualified & experience manpower for quality B. availability of qualified welding inspectors C. Availability of DP/MPT Level II qualified personal D. Availability of RT level II qualified personal if applicable E. Availability of UT level II qualified personal if required
11.	<b>Testing facility</b>	A. Availability of in house/outsourced testing facilities for chemical testing by spectro/PMI B. Availability of in house/outsourced testing facilities like UTS% elongation/ben/impact testing /hardens etc. C. Availability of calibrated tape/laser beam instruments to measure long column length for proto /assembly/ D. Availability of calibrated weld gauge, vernier, micrometer & measuring instruments
12.	<b>Surface cleaning &amp; painting</b>	A. Availability of covered shot/grit blasting facility with air compressor, mechanism to segregate fine shot (sieves) shots/grits re-collection mechanism, surface compactor/surface roughness meter etc. B. Availability of in house painting facility (separate covered area) airless gun for painting etc. C. Availability of in house testing facility, paint thickness & paint adhesion

## Annexure - B : BOQ

**Tender No: 2101094**

Detailed drawing preparation based on Input design drawings provided by BHEL- Engineering Centers for Flue Gas Desulphurization (FGD) Package as specified in scope and getting approval from BHEL- Engineering Centers/ NTPC. Fabrication and supply of finished product (Procurement of raw structural steel will be in the scope of bidder) i.e. structures of FGD as per BOM/Drawings at 2X500 MW NTPC Mauda, Stage-I, TPP-FGD, Maharashtra.

S. No.	Description of Material	Unit	Package - I Qty	Package - II Qty
2300	<b>STRUCTURAL WORKS: Structural steel works including all labour, material (unless otherwise specified in BOQ/contract specification), equipments unless otherwise specified, transportation, handling etc. at all level as per specification, drawings and as directed by engineer - in - charge for the following:</b>			
AA2301	<p>Supply of shop fabricated structural steel of grade E250 in rolled section / built up section / combination of both (shop connections (factory fabricated) will be welded type and field connections will generally be bolted type unless otherwise specified) conforming to IS:2062 and technical specification, pipes conforming to IS:1161/IS:1239, chequered plate conforming to IS: 3052, mild steel rounds, monorails, stays, safety chains, ladders etc. in columns, beams, gantry girders, bunkers, silo supporting structures, roof trusses, portals, laced purlins, space frames, hangers, struts, monorails, galleries, stiffeners, wall beams, sheeting runners, brackets, stub columns, bracings, cleats, trestles, base plates, splice plates, chequered plate flooring, decking and seal plates, steel frame grid over false ceiling, walkway platforms, ladders, stairs, stringers, treads, landings, hand-rails etc., including blast cleaning, providing and applying primer, providing and applying intermediate &amp; finish coats of paint as per specification (This item rate is inclusive of blast cleaning and providing &amp; applying primer coats, providing &amp; applying intermediate coats of paint, providing and applying finish coats of paint. Connection design &amp; preparation of fabrication drgs, fabrication, straightening, cutting, bending, rolling, grinding, machining, drilling, welding, electrodes and other consumables, alignment(weight of welds not payable.), including, assembly, edge preparation, preheating, post heating, testing of welders, inspection of welds, visual inspection, non-destructive and special testing, rectification and correction of defective welding works, production test plate, inspection and testing, erection scheme, protection against damage in transit, stability of structures, installation of temporary structures, setting column bases, rectification wherever if required (at no extra cost to BHEL), dismantling and removal of all temporary structures (weight of temporary structures not payable) etc. all complete as per technical specification. Including appointment of a separate agency, approved by BHEL, for review and approval of fabrication drawings, in consultation with BHEL.</p> <p>(Supply/ Procurement of all required materials including Structural Steel from NTPC approved Suppliers shall be in the scope of Fabricator) For Painting specification refer Annexure-I and Customer Specification.</p>	MT	1845	1550

## Annexure - B : BOQ

**Tender No: 2101094**

Detailed drawing preparation based on Input design drawings provided by BHEL- Engineering Centers for Flue Gas Desulphurization (FGD) Package as specified in scope and getting approval from BHEL- Engineering Centers/ NTPC. Fabrication and supply of finished product (Procurement of raw structural steel will be in the scope of bidder) i.e. structures of FGD as per BOM/Drawings at 2X500 MW NTPC Mauda, Stage-I, TPP-FGD, Maharashtra.

S. No.	Description of Material	Unit	Package - I Qty	Package - II Qty
2300	<b>STRUCTURAL WORKS: Structural steel works including all labour, material (unless otherwise specified in BOQ/contract specification), equipments unless otherwise specified, transportation, handling etc. at all level as per specification, drawings and as directed by engineer - in - charge for the following:</b>			
<b>Note:</b>				
1	For shot blast cleaning for making surface conforming to Sa 2 ½ finish of ISO 8501-1 with surface profile 40-60 Micron and providing with two component moisture curing zinc (ethyl) silicate primer coat (having minimum 80% of metallic Zinc content in dry film, solid by volume minimum 60% ±2%) of minimum 70 micron DFT, instead of primer coat of red oxide zinc-chromate, including touch-up painting, mist coat, additional water sprinkling etc all complete. The primer coat shall be applied in shop immediately after blast cleaning by airless spray technique. Zinc dust composition and properties shall be Type-II as per ASTM D520-00.			
2	Providing and applying (with airless spray technique) Intermediate coat of two component polyamide cured epoxy with MIO Content (containing lamellar MIO minimum 30% on pigment, solid by volume minimum 80% ±2%) of minimum 100 micron DFT. This coat shall be applied in shop after an interval of minimum 24 hours (from the application of primer coat) by airless spray technique including protection and cleaning, scaffolding etc. all complete as per specification for all structures.			
3	Providing and applying Finish Coat of two pack aliphatic Isocyanate cured acrylic finish paint (solid by volume minimum 55% ±2%) with Gloss retention (SSPC Paint Spec No 36, ASTM D 4587, D 2244, D 523) of Level 2 (after minimum 1000 hours exposure, Gloss loss less than 30 and colour change less than 2.0 ΔE) and minimum 70 micron DFT including protection and cleaning, scaffolding, touchup painting etc. all complete as per specification for all structures. This coat shall be applied at shop after an interval of minimum 10 hours and within six (6) months (from the completion of Intermediate coat), Colour and shade of the coat shall be as approved by the Employer.			

# APPENDIX – I

Contents			
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## INTEGRITY PACT

### Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for 2101094 - Detailed drawing preparation based on Input design drawings provided by BHEL- Engineering Centers for Flue Gas Desulfurization (FGD) Package as specified in scope and getting approval from BHEL- Engineering Centers/ NTPC. Fabrication and supply of finished product (Procurement of Raw steel is in Scope of Fabricator) i.e. structures of FGD as per BOM/Drawings at (2X500 MW ) NTPC Mauda, Stage-I, TPP-FGD, Maharashtra. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions:

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

## **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 - Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

## **Section 10 - Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

\_\_\_\_\_

For & On behalf of the Principal



Place\_\_\_\_\_

Date\_\_\_\_\_

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For & On behalf of the Bidder/

Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

**Clause on IP in the tender****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.

S. No.	IEM	Address	Phone & E-Mail
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	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:	P. R. Chiwarkar	Name:	Saravana Kumar
Dept.:	Purchase	Dept.:	Purchase
Address:	BHEL PSWR Nagpur	Address:	BHEL PSWR Nagpur
Phone: (Landline/Mobile)	0712-3048633	Phone: (Landline/Mobile)	0712-3048635
Email:	prchiwarkar@bhel.in	Email:	sk@bhel.in
Fax:	0712-3048699	Fax:	0712-3048699

## **Annexure-2**

### **2.0 Performance Bank Guarantee (PBG):**

- ❖ The Successful Bidder has to furnish PBG as per format provided.
- ❖ The Successful Bidder has to submit 5 % of the Purchase Order Value (excluding taxes) as Performance Bank Guarantee (PBG) at the time of submission of first invoice of the Purchase Order. Validity of PBG shall be revised by the Successful Bidder from time to time.
- ❖ The Successful Bidder shall warrant that the supplied products comply fully with the drawings and other technical requirements for a warranty period of 18 months, from the date of dispatch of last consignment.
- ❖ Validity of PBG: From [the date of submission of PBG] till [date of last dispatch + 18 months (warranty period)] + 90 days (Claim period)
- ❖ The Performance Bank Guarantee should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the PBG is submitted or is to be acted upon or the rate prevailing in the state where the PBG is executed, whichever is higher.
- ❖ PBG format provided in Annexure – II.
- ❖ Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY:

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_  
 \_\_\_\_<sup>1</sup> through its Unit at \_\_\_\_\_ (Name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. \_\_\_\_\_ dated \_\_\_\_\_<sup>3</sup> valued at Rs. \_\_\_\_\_<sup>4</sup> (Rupees \_\_\_\_\_)/FC \_\_\_\_\_ (in words \_\_\_\_\_) for \_\_\_\_\_<sup>5</sup> (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to \_\_\_\_% (\_\_\_\_Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, \_\_\_\_\_ (hereinafter referred to as the Bank), having registered/Head office at \_\_\_\_\_ and inter alia a branch at \_\_\_\_\_ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs. \_\_\_\_\_<sup>6</sup> (Rupees \_\_\_\_\_) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We the \_\_\_\_\_ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall

continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We \_\_\_\_\_ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including \_\_\_\_\_<sup>7</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>8</sup> we shall be discharged from all liabilities under this guarantee thereafter.

We, \_\_\_\_\_ BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this Guarantee shall be subject to the exclusive jurisdiction of the court at NAGPUR only.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed \_\_\_\_\_<sup>6</sup>

b) This Guarantee shall be valid up to \_\_\_\_\_<sup>7</sup>

c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>8</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated \_\_\_\_\_

Place of Issue \_\_\_\_\_

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER i.e. Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> CONTRACT VALUE

<sup>5</sup> PROJECT/SUPPLY DETAILS

<sup>6</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>7</sup> VALIDITY DATE

<sup>8</sup> DATE OF EXPIRY OF CLAIM PERIOD

### **Annexure - III Price Variation Compensation (PVC)**

- 1) In order to take care of variation in cost of execution of work on either side, due to variation in the index of STEEL, LABOUR, MATERIALS, Price Variation Formula as described herein shall be applicable. PVC is applicable from the Purchase Order date and during the extension period as well (if any), *subject to other conditions as described in this section.*
- 2) The amount of Price Variation towards variation portion payable/recoverable on each shipment/dispatch shall be computed as follows

$$P = P_1 - P_0$$

$P_1$  will be computed as follows

$$P_1 = P_0 \left( F + a * \frac{A1}{A0} + b * \frac{B1}{B0} + Lb * \frac{L1}{L0} \right)$$

where,

- ❖ **P** is **Price Variation component** payable to the Fabricator against each Shipment/dispatch
- ❖ **P<sub>1</sub>** is Calculated Price payable for each shipment/dispatch including Price Variation component
- ❖ **P<sub>0</sub>** is Calculated Price as per awarded Price schedule for each Shipment/dispatch
- ❖ Base date for indices **A0, B0, L0** refers to the calendar month of the Letter of Intent/award and/or Purchase Order date.
- ❖ Base date for indices **A1, B1, L1** refers to the calendar month three months prior to the date of shipment/dispatch.
- ❖ In case, the contract gets extended beyond the contract period, for reasons attributable to the Fabricator, PVC shall not be provided for the extended period.
- ❖ In case, the contract gets extended beyond the contract period, for reasons not attributable to the Fabricator, PVC shall be provided as stipulated in the notional formula.
- ❖ In case, the contract gets extended beyond the contract period, for reasons attributable to the Fabricator and the Customer, the percentage of delay not attributable to Fabricator shall be considered for PVC derivation. PVC shall be provided as stipulated in the notional formula.

**F** (Fixed Component) = 0.20

**a** (Co-efficient for All Commodities) = 0.30

**A1: Indices** (All Commodities)

**A0: Indices** (All Commodities)

**b** (Co-efficient of Manufacture of other Fabricated Metal Products) = 0.20

**B1: Indices** (Manufacture of other Fabricated Metal Products)

**B0: Indices** (Manufacture of other Fabricated Metal Products)

**Lb** (Co-efficient of Labour Component) = 0.30

**L1: Indices** (CPI for Industrial Labour)

**L0: Indices** (CPI for Industrial Labour)

S. No.	Item	Value of Co-efficient	Name of Published Index and its Origin	Value of Indices
	<b>Material</b>			
1	All Commodities	a = 0.30	Index for "All Commodities" as published by Ministry of Commerce & Industry, GOI Base year 2011-12 = 100 (Website: <a href="http://eaindustry.nic.in/home.asp">http://eaindustry.nic.in/home.asp</a> )	
2	Manufacture of other Fabricated Metal Products	b = 0.20	Index for "Manufacture of other Fabricated Metal Products" as published by Ministry of Commerce & Industry, GOI Base year 2011-12 = 100 (Website: <a href="http://eaindustry.nic.in/home.asp">http://eaindustry.nic.in/home.asp</a> )	
3	<b>Labour</b>	Lb = 0.30	All India Consumer Price Index for Industrial Workers (All India Average), Labour Bureau, Shimla, GOI, Base year 2011-12 = 100 (Website: <a href="http://labourbureau.nic.in">labourbureau.nic.in</a> )	
4	Fixed Component	F = 0.20	Fixed portion of Purchase Order value	

3) **Base date shall be the calendar month of the Letter of Intent/award and/or Purchase Order date.**

4) PVC shall not be payable for the Supplementary/Additional Items, Extra works. However, PVC will be payable for items executed under quantity variation of BOQ items under originally awarded contract.

5) The successful Fabricator shall furnish necessary monthly bulletins in support of the requisite indices from the relevant websites along with his Bills

6) The successful Fabricator 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

7) PVC shall be applicable from the date of release of Purchase Order.

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

- i. PVC shall be worked out on the basis of indices applicable for the respective month in which work is done. **Base date shall be the calendar month of the Letter of Intent/award and/or Purchase Order date.**
- 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 successful Fabricator). PVC shall be worked out on the basis of 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 successful Fabricator) -
    - 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 **10%** of the cumulatively executed contract value. Executed contract value for this purpose is exclusive of PVC, Supplementary/Additional Items and Extra works except extra items due to quantity variation.

# CORPORATE QUALITY ASSURANCE

## VENDOR'S PROPOSAL CUM EVALUATION REPORT

### ANNEXURE- 4

(P4F1R0)

**\*Supplier has to submit all the documents as per the annexures cited here and naming philosophy must be as prescribed in this document**

<b>Ref No:</b>				<b>Date:</b>			
<b>i.</b>	<b>Main Contractor</b>	Bharat Heavy Electricals Limited					
<b>ii.</b>	<b>Project</b>						
<b>iii.</b>	<b>Package Name</b>				<b>Package No</b>		
<b>iv.</b>	<b>Proposed Item/Scope of Sub-contracting</b>						
<b>v.</b>	<b>Item covered under</b>	<b>Schedule-1</b>		<b>As per contract clause No-</b>			
		<b>Schedule-2</b>					
<b>vi.</b>	<b>If item is Schedule-1 and proposed sub-vendor is indigenous, Main Contractor to explain how the contractual provisions will be fulfilled</b>						
<b>vii.</b>	<b>Name and Address of the proposed Sub-vendor's works</b>						
<b>viii.</b>	<b>PO placement date/ Start of manufacturing (if self-manufactured) as per L2 network</b>					<b>Under evaluation</b>	
<b>ix.</b>	<b>Item Description (Type/Size/Rating/Scope of Sub-Contracting)</b>	<b>Total quantity of proposed item envisaged in this package (Nos/ Running Meters/ Kgs/ Tons etc)</b>	<b>Quantity proposed to be procured from proposed sub-vendor (Nos/ Running Meters /Kgs /Tons etc)</b>		<b>Timeline for quantity requirements as per project schedule &amp; whether the proposed Sub-vendor equipped with adequate capacity to supply proposed order quantity in time</b>		
<b>x.</b>	<b>Supply experience of the proposed sub-vendor (including supplies to Main Contractor, if any) for similar item/scope of sub-contracting, for last 3 years (Note:- Only relevant experience details w.r.t. proposed item/scope of subcontracting to be brought out here)</b>						
	<b>Project/Package</b>	<b>Customer Name</b>	<b>Supplied Item (Type/Rating/Model /Capacity/Size etc)</b>	<b>PO ref no/date</b>	<b>Supplied Quantity</b>	<b>Date of Supply</b>	
<b>We confirm that as per our assessment, the proposed sub-vendor has requisite capabilities &amp; supply experience and is suitable for supplying the proposed item/scope of sub-contracting.</b>							
<b>Name:</b>		<b>Desig:</b>		<b>Contact No:</b>		<b>Sign:</b>	<b>Date:</b>

**Company's Seal/Stamp:-**

	<p align="center"><b>CORPORATE QUALITY ASSURANCE</b></p> <p align="center"><b>VENDOR QUESTIONNAIRE</b></p>
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ANNEXURE-5		(P4F2R0)	
<p><b>*Supplier has to submit all the documents as per the annexures cited here and naming philosophy must be as prescribed in this document</b></p>			
i.	Item/Scope of Sub-contracting		
ii.	Address of the registered office	Details of Contact Person (Name, Designation, Mobile, Email)	
iii.	Name and Address of the proposed Sub-vendor's works where item is being manufactured	Details of Contact Person: (Name, Designation, Mobile, Email)	
iv.	Annual Production Capacity for proposed item/scope of sub-contracting		
v.	Annual production for last 3 years for proposed item/scope of sub-contracting		
vi.	Details of proposed works		
1.	Year of establishment of present works		
2.	Year of commencement of manufacturing at above works		
3.	Details of change in Works address in past (if any)		
4.	Total Area		
	Covered Area		
5.	Factory Registration Certificate	(Details attached at Annexure – F2.1 )	
6.	Design/ Research & development set-up (No. of manpower, their qualification, machines & tools employed etc.)	Applicable / Not applicable if manufacturing is as per Main Contractor/purchaser design (Details attached at Annexure – F2.2) (if applicable)	
7.	Overall organization Chart with Manpower Details (Design/Manufacturing/Quality etc)	(Details attached at Annexure – F2.3)	

	<b>CORPORATE QUALITY ASSURANCE</b> <b>VENDOR QUESTIONNAIRE</b>
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8.	<b>After sales service set up in India, in case of foreign sub-vendor</b> <i>(Location, Contact Person, Contact details etc.)</i>	<i>Applicable / Not applicable</i> <i>(Details attached at Annexure – F2.4)</i>												
9.	<b>Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any</b>	<i>(Details attached at Annexure – F2.5)</i>												
10.	<b>Sources of Raw Material/Major Bought Out Item</b>	<i>(Details attached at Annexure – F2.6)</i>												
11.	<b>Quality Control exercised during receipt of raw material/BOI, in-process , Final Testing, packing</b>	<i>(Details attached at Annexure – F2.7)</i>												
12.	<b>Manufacturing facilities</b> <i>(List of machines, special process facilities, material handling etc.)</i>	<i>(Details attached at Annexure – F2.8)</i>												
13.	<b>Testing facilities</b> <i>(List of testing equipment)</i>	<i>(Details attached at Annexure – F2.9)</i>												
14.	<b>If manufacturing process involves fabrication then-</b> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <i>List of qualified Welders</i> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <i>List of qualified NDT personnel with area of specialization</i> </div>	<i>Applicable / Not applicable</i> <i>(Details attached at Annexure – F2.10)</i> <i>(if applicable)</i>												
15.	<b>List of out-sourced manufacturing processes with Sub-Vendors' names &amp; addresses</b>	<i>Applicable / Not applicable</i>  <i>(Details attached at Annexure. –F2.11 )</i> <i>(if applicable)</i>												
16.	<b>Supply reference list including recent supplies</b>	<i>Details attached at Annexure – F2.12</i> <i>(as per format given below)</i>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;"><i>Project/ package</i></th> <th style="width: 10%;"><i>Customer Name</i></th> <th style="width: 40%;"><i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i></th> <th style="width: 20%;"><i>PO ref no/date</i></th> <th style="width: 15%;"><i>Supplied Quantity</i></th> <th style="width: 5%;"><i>Date of Supply</i></th> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	<i>Project/ package</i>	<i>Customer Name</i>	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i>	<i>PO ref no/date</i>	<i>Supplied Quantity</i>	<i>Date of Supply</i>							
<i>Project/ package</i>	<i>Customer Name</i>	<i>Supplied Item (Type/Rating/Model /Capacity/Size etc)</i>	<i>PO ref no/date</i>	<i>Supplied Quantity</i>	<i>Date of Supply</i>									
17.	<b>Product satisfactory performance feedback</b> <b>letter/certificates/End User Feedback</b>	<i>(Attached at annexure - F2.13)</i>												

	<p align="center"><b>CORPORATE QUALITY ASSURANCE</b></p> <p align="center"><b>VENDOR QUESTIONNAIRE</b></p>
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18.	<i>Summary of Type Test Report (Type Test Details, Report No, Agency, Date of testing) for the proposed product (similar or higher rating)</i> <i>Note:- Reports need not to be submitted</i>	<i>Applicable / Not applicable</i>  <i>(Details attached at Annexure – F2.14)</i> <i>(if applicable)</i>
19.	<i>Statutory / mandatory certification for the proposed product</i>	<i>Applicable / Not applicable</i>  <i>(Details attached at Annexure – F2.15)</i> <i>(if applicable)</i>
20.	<i>Copy of ISO 9001 certificate (if available)</i>	<i>(Attached at Annexure – F2.16 )</i>
21.	<i>Product technical catalogues for proposed item (if available)</i>	<i>(Details attached at Annexure – F2.17)</i>

<b>Name:</b>		<b>Desig:</b>	
<b>Sign:</b>		<b>Date:</b>	

**Company's Seal/Stamp:-**

CLAUSE NO.	Quality Assurance for Civil Works				
	<p>NTPC for approval in the prescribed NTPC format within the period agreed at the time of post bid discussions. The contractor's proposal shall include vendor's site facilities, expertise, facilities established at the respective works, the process capability, process stabilization, QC systems followed, experience list, etc. along with his own technical evaluation for identified sub-Contractors proposed. The formats for furnishing above details shall be given to the Contractor at post bid discussion stage. Monthly progress reports on sub-contractor detail submission / approval shall be furnished. Such manufacturers / sub-vendors approval shall not relieve the contractor from any obligation, duty or responsibility under the contract.</p>				
6.4.0	<p>To facilitate advance planning of material testing/ approval of bought out items, well before the start of activity as per L-2 network, representative samples shall be procured by the contractor from approved sub-vendors and submitted to the engineer for his approval before bulk procurement at least two months prior to start of works. In case of manufacturers test certificate (MTC) is submitted for acceptance, it shall be clearly traceable and correlated with the consignment received at site. MTC of all bought out items shall essentially contain all the test parameters / characteristics specified in the technical specifications / standards / codes. In case the manufacturer's test certificate does not mention these details, sample from each lot shall be tested for these properties at the third party lab acceptable to NTPC. Approval of material / sample by the engineer shall not relieve the contractor of his responsibility, for their conformance to the specification, as well as the requisite performance and quality of material.</p>				
6.5.0	<p>Monthly progress reports on sub-contractor detail submission / approval shall be furnished as per Engineering Co-ordination Procedure. Such vendor approval shall not relieve the contractor from any obligation, duty or responsibility under the contract. Sub-vendor whose details are not submitted within the agreed cut-off date, shall be deemed to be withdrawn by the contractor.</p>				
6.6.0	<p>Structural / Reinforcement steel supply if in the scope of the contractor shall be procured from Main Steel Producers like SAIL, TISCO, RINL, Essar Steel Ltd, Ispat Industries Ltd, JSW Steel Ltd, Uttam Value Steels Ltd, Jindal Steel &amp; Power and Jai Balaji Industries Ltd, Durgapur (for 8 - 40mm reinforcement steel only), Sunflag Steel &amp; Iron Co., Bhandra [Only for rounds(15-105mm), Flats(45-120mm width &amp; 4.75 - 28 mm thick), Hex Rods (15.5 - 42 mm) and wire rods (5.5 - 38 mm)].</p>				
7.0.0	<p><b>MANUFACTURING QUALITY PLAN AND FIELD QUALITY PLAN</b></p>				
7.1.0	<p>All materials / components and equipment covered under the scope of work, shall be procured by the contractor for the purpose of the contract, after obtaining the written approval of the NTPC, which are to be manufactured at shop/ factory of the vendor/sub vendor shall be covered under a comprehensive quality assurance programme. The contractor's purchase specifications and inquiries shall call for Manufacturing Quality Plans (MQP) to be submitted by the sub-contractor/ sub-supplier/ sub-vendor. The MQP called for from the sub-contractor shall detail out for all the components and equipment, various tests / inspection, to be carried out as per the requirements of this specification and standards mentioned therein, quality practices and procedures followed by contractor's / sub-contractor's / sub-supplier's quality control organization, the relevant reference documents and standards, acceptance norms, inspection documents raised etc., during all stages of materials procurement, manufacture, assembly and final testing/ performance testing. Such quality plans of the vendors / sub-vendors shall be submitted to the NTPC for approval in the prescribed format no. QS-01-QAI-P-09/F1-R1 for MQP and such approved quality plans shall form a part of the purchase order / contract</p>				
<p>TELANGANA STPP PHASE -I (2X800 MW) STEAM GENERATOR ISLAND PACKAGE</p>	<table border="1"> <tr> <td data-bbox="570 1830 758 1917"> <p>Bid Doc. No.: CS-9591-101-2</p> </td><td data-bbox="758 1830 1006 1917"> <p>TECHNICAL SPECIFICATIONS SECTION-VI, PART-B</p> </td><td data-bbox="1006 1830 1278 1917"> <p>SUB-SECTION-E-35 CIVIL WORKS</p> </td><td data-bbox="1278 1830 1427 1917"> <p>Page 5 of 19</p> </td></tr> </table>	<p>Bid Doc. No.: CS-9591-101-2</p>	<p>TECHNICAL SPECIFICATIONS SECTION-VI, PART-B</p>	<p>SUB-SECTION-E-35 CIVIL WORKS</p>	<p>Page 5 of 19</p>
<p>Bid Doc. No.: CS-9591-101-2</p>	<p>TECHNICAL SPECIFICATIONS SECTION-VI, PART-B</p>	<p>SUB-SECTION-E-35 CIVIL WORKS</p>	<p>Page 5 of 19</p>		

**List of Documents to be Uploaded (Tentative Check List) for Tender 2101094**

\*Document list for bid submission

**1.Checklist :General Document**

(Y/N)	Sl. No.	Description
	1	Bid Security Declaration
	2	Integrity pact
	3	Vol -IA
	4	Vol-IB
	5	Corrigendum ( if any)
	6	PAN
	7	GST
	8	MSE ( if applicable)
	9	Organisation chart
	10	Bank details
	11	Annexure-C

**2.Technical PQR**

(Y/N)	Sl. No.	Description
	1	PO & Documentary proof of supply completion for consecutive 2 months

**3.Financial PQR**

(Y/N)	Sl. No.	Description
	1	Audited balance sheet and Profit & Loss account for FY 2017-18
	2	Audited balance sheet and Profit & Loss account for FY 2018-19
	3	Audited balance sheet and Profit & Loss account for FY 2019-20

**4.Vendors Details:**

(Y/N)	Sl. No.	Description
	1	Duly Filled Vendor's Proposal and Evaluation Report ( <b>Refer TCC Appendix -I, Annexure-4 :P4F1R0</b> )
	2	Duly Filled Vendor Questionnaire. (Refer TCC Appendix -I, <b>Annexure-5: P4F2R0</b> ) with all supporting documents.
	3	Factory Registration Certificate
	4	Overall Organization Chart with Manpower details (Design, Manufacturing, Quality etc.)
	5	Supply reference list indicating similar product supply order reference no., customer name, rating of product, date /year of supply, date / year of commissioning.
	6	List of Manufacturing Equipment available with vendor
	7	List of Testing Equipment available with vendor
	8	Manufacturing process execution plan with flow chart indicating various stages of manufacturing from raw material to finished product including outsourced process, if any
	9	Details of Outsourced Manufacturing Processes, if any
	10	Quality control exercised during receipt, in-process & final inspection
	11	Bidder's factory facilities as per Annexure-A (refer Vol- IA).
	12	Make in India local content declaration Format - Signed by Auditor
	13	Formats as necessitated in the Tender documents

\*The given list is for reference, if any additional document is required the same shall be obtained from bidders