



Bharat Heavy Electricals Limited eProcurement

A Govt of India Undertaking



06-Jan-2026

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Tender Details

Basic Details

| | | | |
|--------------------------------------|---|---------------------------------------|-------|
| Organisation Chain | Bharat Heavy Electricals Limited PEM - Noida Core Material Management Common PG | | |
| Tender Reference Number | 77/25/6254/AMI | | |
| Tender ID | 2026_BHEL_56653_1 | Withdrawal Allowed | Yes |
| Tender Type | Open Tender | Form Of Contract | Works |
| Tender Category | Works | No. of Covers | 2 |
| General Technical Evaluation Allowed | No | ItemWise Technical Evaluation Allowed | No |
| Payment Mode | Offline | Is Multi Currency Allowed For BOQ | No |
| Is Multi Currency Allowed For Fee | No | Allow Two Stage Bidding | No |

Payment Instruments

| Offline | S.No | Instrument Type |
|---------|------|-----------------|
| | 1 | DD |
| | 2 | BG |
| | 3 | BC |

Covers Information, No. Of Covers - 2

| Cover No | Cover Type | Description | Document Type |
|----------|-----------------------|--|---------------|
| 1 | Techno-Commercial Bid | Offer forwarding/ covering letter along with documents as per NIT | .pdf |
| | | Documents required for meeting Technical and Financial PQRs | .pdf |
| 2 | Price Bid | Un-price bid and No Deviation Sheet as per Annexure-II of GCC-BOP Rev 00 | .pdf |
| | | Price Bid | .xls |



Tender Fee Details, [Total Fee in ₹ * - 0.00]

| | |
|------------------------------|------|
| Tender Fee in ₹ | 0.00 |
| Fee Payable To | Nil |
| Tender Fee Exemption Allowed | No |

EMD Fee Details

| | | | |
|-----------------|----------------|-----------------------|-------|
| EMD Amount in ₹ | 50,00,000 | EMD Exemption Allowed | No |
| EMD Fee Type | fixed | EMD Percentage | NA |
| EMD Payable To | BHEL PEM NOIDA | EMD Payable At | NOIDA |

Work Item Details

| | | | | | |
|---|--|----------------------------------|----------------------|------------------------------|--------------------------|
| Title | Water Treatment Packages for 2 X 660 MW CSPGCL Korba West TPP - EPC | | | | |
| Work Description | Water Treatment Packages for 2 X 660 MW CSPGCL Korba West TPP - EPC as per tender documents | | | | |
| NDA/Pre Qualification | As per tender documents | | | | |
| Independent External Monitor/Remarks | As per tender documents | | | | |
| Tender Value in ₹ | NA | Product Category | Miscellaneous Works | Sub category | Water Treatment Packages |
| Contract Type | Tender | Bid Validity(Days) | 180 | Period Of Work(Days) | 910 |
| Location | KORBA WEST, KORBA, CHHATTISGARH | Pincode | 495450 | Pre Bid Meeting Place | Online webex |
| Pre Bid Meeting Address | Refer Annexure-I to NIT for Pre-bid Meeting Details | Pre Bid Meeting Date | 13-Jan-2026 02:30 PM | Bid Opening Place | Online |
| Should Allow NDA Tender | No | Allow Preferential Bidder | No | | |

Critical Dates

| | | | |
|--|----------------------|--|----------------------|
| Published Date | 06-Jan-2026 12:05 PM | Bid Opening Date | 27-Jan-2026 04:00 PM |
| Document Download / Sale Start Date | 06-Jan-2026 12:05 PM | Document Download / Sale End Date | 27-Jan-2026 12:00 PM |
| Clarification Start Date | NA | Clarification End Date | NA |
| Bid Submission Start Date | 06-Jan-2026 12:05 PM | Bid Submission End Date | 27-Jan-2026 12:00 PM |

Tenders Documents

| NIT Document | S.No | Document Name | Description | Document Size (in KB) |
|---------------------|-------------|----------------------|--------------------|------------------------------|
| | | | | |

| | | | |
|---|---|--|----------|
| 1 | Tendernotice_1.pdf  | NIT | 9529.02 |
| 2 | Tendernotice_2.pdf  | Technical PQR | 340.38 |
| 3 | Tendernotice_3.pdf  | Financial PQR | 141.83 |
| 4 | Tendernotice_4.pdf  | Project SCC | 12422.58 |
| 5 | Tendernotice_5.pdf  | Other formats of NIT and GCC BOP and RA Guidelines | 13422.98 |

 Download as zip file

| Work Item Documents | S.No | Document Type | Document Name | Description | Document Size (in KB) |
|---------------------|------|----------------------|---|---------------------------------------|-----------------------|
| | 1 | Tender Documents | TechSpec1.rar  | Technical Specification part 1 of 11 | 28001.40 |
| | 2 | Tender Documents | TechSpec2.rar  | Technical Specification part 2 of 11 | 17014.37 |
| | 3 | Tender Documents | TechSpec3.rar  | Technical Specification part 3 of 11 | 37367.46 |
| | 4 | Tender Documents | TechSpec4.rar  | Technical Specification part 4 of 11 | 26684.72 |
| | 5 | Tender Documents | TechSpec5.rar  | Technical Specification part 5 of 11 | 33099.70 |
| | 6 | Tender Documents | TechSpec6.rar  | Technical Specification part 6 of 11 | 29771.66 |
| | 7 | Tender Documents | TechSpec7.rar  | Technical Specification part 7 of 11 | 22355.43 |
| | 8 | Tender Documents | TechSpec8.rar  | Technical Specification part 8 of 11 | 35468.39 |
| | 9 | Tender Documents | TechSpec9.rar  | Technical Specification part 9 of 11 | 30069.62 |
| | 10 | Additional Documents | PriceFormat.xls  | Price Format for price bid | 159.00 |
| | 11 | Tender Documents | TechSpec11.rar  | Technical Specification part 11 of 11 | 30008.58 |
| | 12 | Tender Documents | TechSpec10.rar  | Technical Specification part 10 of 11 | 26860.49 |

Tender Inviting Authority

| | |
|---------|----------------|
| Name | Amit Kumar |
| Address | BHEL PEM NOIDA |

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निविदा आमंत्रण सूचना
'NOTICE INVITING TENDER (NIT)'

Enquiry No-77/25/6254/AMI

Date -6-Jan-26

BHEL invites offers from reputed Suppliers as per following terms and conditions -

| | | | |
|--|---|------------------------|---|
| 1. Tender Type | Open Tender (Domestic-Indian) | | |
| 2. Package | WATER TREATMENT PACKAGES (Refer Technical Specification for List of Packages) | | |
| 3. Project | 2 X 660 MW CSPGCL Korba West TPP - EPC | | |
| 4. Executing Agency | BHEL-PSWR | | |
| 5. Mode of Enquiry | E - PROCUREMENT | | |
| 6. Numbers of Part bid | 2-Part bid (Techno-commercial and Price bid) | | |
| 7. Due Date & Time | For offer submission | 27-Jan-26 | 12:00 PM |
| | For P-1 bid opening | 27-Jan-26 | 04:00 PM |
| 8. Earnest Money Deposit (EMD) (Refer S.no- 26 for details) | Applicable | EMD Amount (Rs) | 50,00,000 |
| 9. Tender Cost | NIL | | |
| 10. Eligibility of Local Supplier as per MII (Refer S.no- 34 for details) | Nature of Package: Non - Divisible 60% - Class-I Local Supplier | | |
| 11. Technical Scope | As per Technical specification No: PE-TS-530-404-W001 | | |
| 12. Pre-bid Clarification | Last Date for Seeking Clarification | 12-Jan-26 | |
| | Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 10 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. | | |
| 13. Pre-Bid Meeting Date | 13-Jan-26 | | Refer Annexure-I for Pre-bid Meeting Details |
| | Financial PQR- YES | | Technical PQR- YES |
| 14. Prequalification Requirements | This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME. | | |
| 15. CIF Content | Not Available | | |
| 16. HSE Guidelines | Applicable (Enclosed) | | |





| | |
|---|---|
| 17. Delivery Schedule | As per Annexure- A to NIT . Packages shall be handed over directly to end customer on back to back basis as per end customer (CSPGCL) contract. |
| 18. Delivery terms | FOR Despatch Station for supply |
| 19. Liquidated Damages | Refer Annexure- B to NIT for LD applicability |
| 20. Payment Terms | <p>As per Annexure- C to NIT. Modalities of payment of civil works shall be as per Annexure-C1 to NIT.</p> <p>For Interest Free Secured Mobilization Advance, please refer Annexure-C2 to NIT</p> <p>Clause no 9.5 (excluding notes) of GCTC of GCC BOP Rev. 00 shall be read as-</p> <p>"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.6.2 – 9.6.5:</p> <ul style="list-style-type: none"> a. 90 days for non MSME as per MSMED Act b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act." |
| 21. Price Basis | PVC Applicable, Refer Annexure – D for PVC . For PVC purpose, contractual delivery shall be considered as 30 months from the date of LOA |
| 22. Variation of contract value as per clause no. 6.0 of ITB of BOP GCC | +/-10% |
| 23. Integrity Pact Applicability - Yes | <p>In line with cl. No. 12 of (ITB) BOP-GCC following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <ol style="list-style-type: none"> 1. Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in) 2. Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in) 3. Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in) |
| 24. Tender Evaluation | <p>Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable. The evaluation currency for this tender shall be INR.</p> <p>In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.</p> <p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.</p> <p>In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a</p> |





| | |
|--|---|
| | toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding. |
|--|---|

25. Reverse Auction: BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2024, as available on www.bhel.com on “Supplier registration page”) for this tender. RA shall be conducted among all the Techno-Commercially qualified Suppliers in line with BHEL RA Guidelines.

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

Note: In case of single qualified bid, price bid of single qualified bidder shall be opened

26. Earnest Money Deposit (EMD): EMD is to be submitted by all the bidders along with their bids.

Modes of deposit: The EMD shall be accepted only in the following forms:

- i) Electronic Fund Transfer credited in BHEL account (before tender opening): <https://pem.bhel.com/Documents/VendorSection/BHELBANKER.pdf>
- ii) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- iii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).
- iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Bank Guarantee from any of the Scheduled Banks.
- vi) Insurance Surety Bonds.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period (6 months from date of part-01 opening).

Forfeiture of EMD: -

- I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- II. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOA/ PO.

EMD by the supplier shall be withheld in case any action on the supplier 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 guidelines.

Return of EMD: -

- I. EMD given by all unsuccessful suppliers shall be refunded normally within fifteen days of award of work.
- II. EMD of successful supplier will be retained as part of Security Deposit

EMD shall not carry any interest.

27. Security Deposit: 10% of the contract value is to be submitted by the successful contractor to executing agency.

Modes of Deposit:



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

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

Collection of Security:

- At least 50% of the required Security Deposit shall be submitted within 15 days from the date of LOA/PO. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the contractor.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract. The Security Deposit shall not carry any interest.

28. Breach of contract, Remedies and Termination- Clause no. 27.0 of GCTC of GCC-BOP is not applicable. However, in case of Breach of Contract by contractor, BHEL shall recover 10% of the contract value from the contractor using following instruments:

- i. Encashment of security instruments like EMD, Security Deposit with BHEL -PSWR against the said contract
- ii. balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the contractor, retention amount etc with BHEL - PSWR.
- iii. balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.

(iv) If recovery is not possible then legal remedies shall be pursued

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

29. Labour and Staff Colony infrastructure shall be as per Annexure-F to NIT

30. GST shall be payable extra at actual. As per clause no. 4.2 of GCTC of BOP GCC, for BOCW, please refer **Annexure-G to NIT**.

31. Being an EPC contract in the nature of works, purchase preference to MSE bidders shall not be applicable.

32. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

33. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

34. Make in India: For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of





subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-1 Local Suppliers** (meeting minimum 60% local content requirement) shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- i. Provide a certificate (in line with attached draft) from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- ii. Provide the details of the location(s) at which the local value addition shall be made.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

35. Insurance Deductibles/ Excess: Insurance is in BHEL scope and insurance Deductibles/ Excess shall be as per SCC Rev 01

36. Bidders to 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.
Bidder must submit Declaration as per **Annexure-H** confirming knowledge about Site Conditions along with offer

37. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid/RA shall be subjected to the following conditions:

- a) Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- b) Techno-Commercial acceptance of offer by BHEL-PEM.
- c) Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid
It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Supplier Section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

38. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.

39. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

40. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components

41. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.





42. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

43. All bidders to declare that they 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 contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

44. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder.

45. Grievance Redressal Mechanism

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

1. First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
2. Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix."

46. Conciliation and Arbitration shall be as per Annexure E to NIT.

47. At Sl.no. 17 of ITB of GCC BOP Rev 00, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"

48. Terms & Conditions: - Other Terms & Conditions shall be as per enclosed **Special Conditions of Contract (SCC) of the project Rev 01, General Conditions of Contract (GCC)-BOP Rev 00 along with corrigendum-01 to GCC - BOP** which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.

49. Construction water shall be as per clause no 24 of SCC REV 01. However, following shall supersede the clause for Construction Power

"Construction power (three phases, 415 V/ 440 V) will be provided free of cost at one point near the site (within project premises) at a distance of approx. 500M, within 06 months from the date of start of work at site. Further distribution shall be arranged by the contractor at his own cost and services. For initial 06 months, contractor has to arrange construction power (including DG sets) at his own cost.

Note: Construction power point as above shall be made available for each Construction location as well as batching plant and steel yard as per above provision. For any other construction power point (within project premises) which may be required at site, contractor may request BHEL Project Director / Construction Manager, who shall review the requirement based on availability / suitability and decide."

50. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.



51. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical & Financial PQRs
- Integrity Pact
- Local Content Certificate in line with Make in India circular
- Mandatory declaration by bidders regarding conflict of interest.
- Declaration confirming knowledge about Site Conditions as per Annexure-H
- Land Border Certificate as per GFR
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

52. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

53. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Amit Kumar / Manager– BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL SADAN
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: amitkum@bhel.in
Ph. No. 9910906336, 0120-2218523

Upendra Chaudhary/DGM – BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL SADAN
Plot No 25, Sector-16 A, Noida-201301
E-mail: upendrachaudhary@bhel.in
Contact No.: 8800355885, 0120-2218557

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.
For and on behalf of BHEL

Amit Kumar
Manager/ BOP/ PEM Noida

Enclosures:

- a) Annexure A for Delivery Schedule
- b) Annexure B for Liquidated Damages,
- c) Annexure C for Payment Terms, Annexure - C1 for Modalities of payment of civil works & Annexure- C2 for Interest Free Secured Mobilization Advance
- d) Annexure D for PVC
- e) Annexure E for Conciliation and Arbitration
- f) Annexure F for Labour and Colony Infrastructure
- g) Annexure G for BOCW Act & Cess Act



- h) Annexure H for format of Declaration confirming knowledge about Site Conditions
- i) Annexure I for Pre -Bid Meeting Details
- j) Other Documents & Formats

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Water Treatment Package - 2 X 660 MW CSPGCL Korba West TPP - EPC

Annexure-A to NIT for Delivery Schedule

| Scope | Design & Engineering | Main Supply | Mandatory Spares | Annual Maintenance Service | Erection & Commissioning (Mechanical & Electrical) including Civil as applicable | Operation & Maintenance |
|--|---|--|--|----------------------------|--|---|
| Package Name | | | | | | |
| Chemical Dosing System (CDS) | | 18 Months from date of LOA for UNIT-1 22 Months from date of LOA for UNIT-2 | | | 28 Months from LOA | |
| Oxygen Dosing System (ODS) | | 18 Months from date of LOA for UNIT-1 22 Months from date of LOA for UNIT-2 | | | 28 Months from LOA | |
| Chlorine Dioxide Dosing System (CLO2) | | 16 Months from date of LOA | | | 26 Months from LOA | |
| Side Stream Filtration (SSF) | | 18 Months from date of LOA | | | 28 Months from LOA | |
| Sewage Treatment Plant (STP) | | 18 Months from date of LOA | | | 30 Months from LOA | |
| Effluent Treatment Plant (ETP/ LET) | | 18 Months from date of LOA | | | 28 Months from LOA | |
| Condensate Polishing Plant (CPU) | | 14 Months from date of LOA for UNIT-1 18 Months from date of LOA for UNIT-2 | | | 28 Months from LOA | |
| CW Chemical Treatment (CWT) | | 20 Months from date of LOA for UNIT-2 | | | 28 Months from LOA | Personnel for Services shall be deputed within 15 days of intimation. |
| CHP Water Treatment Plant (CHPWTP) | Drawing/Documents submission & re-submission schedule shall be as per Technical Specification. BHEL shall provide observation / approval within 21 days from the date of document submission by bidder. | 20 Months from date of LOA for UNIT-2 | To be delivered along with the last consignment of main supply within the contractual delivery period of respective package. | | 30 Months from LOA | |
| Pre-Treatment Plant (PT Plant) | | 18 Months from date of LOA | | | 28 Months from LOA | |
| Demineralization Plant (DM Plant) | | 18 Months from date of LOA | | | 28 Months from LOA | |
| Condenser on Load Tube Cleaning System (COLTCS) | | 18 Months from date of LOA | | | 22 Months from LOA | |
| Plate Heat Exchanger (PHE) | | 18 Months from date of LOA | | | 22 Months from LOA | |
| Self-Cleaning Strainer | | 18 Months from date of LOA | | | 22 Months from LOA | |
| Miscellaneous Pumps (HORIZONTAL) | | 18 Months from date of LOA | | | 22 Months from LOA | |
| Sump Pumps/ Submersible Pumps | | 18 Months from date of LOA | | | 22 Months from LOA | |
| Clarified Water System, Service Water system & DM Make up System, CST tanks & CST Pump House (excluding Miscellaneous Pumps) | | 18 Months from date of LOA | | | 22 Months from LOA | |
| DM Water Storage Tank | | 18 Months from date of LOA | | | 22 Months from LOA | |
| SWAS | | 22 Months from date of LOA | | | 28 Months from LOA | |
| Completion Schedule of all Water Treatment Packages (excluding AMS & O&M Scope) | | | | 30 Months from LOA | | |

For PVC purpose, contractual delivery shall be considered as 30 months from the date of LOA.

Water Treatment Package - 2 X 660 MW CSPGCL Korba West TPP - EPC

Annexure-B to NIT

Liquidated Damages (LD): Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/Contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by Purchaser, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder.

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price (main supply and E&C including civil works) excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (main supply and E&C including civil works) excluding GST, if successful Completion of Facilities of the Unit as per the scope of work of the Contractor is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract.

Note: Since, it is an EPC package; LD shall be leviable only in case of delay in completion of entire scope of work (Main Supply & E&C including Civil Works; excluding Mandatory Spares, AMS, O&M services & Supervision of Erection & Commissioning, if any). No LD shall be withheld, if there is delay only in supply, but the entire scope of work is completed on time, including time extensions for which delay is not attributable to bidder.

LD on Mandatory Spares, Design & Engineering, AMS, O&M and Supervision of Erection & Commissioning shall be applicable @ ½ percent of the total respective scope contract value excluding GST per week or part thereof subject to a maximum of ten (10) percent of the total contract value of respective scope excluding GST for delay beyond the contractual delivery of respective scope.

Payment Terms

Annexure-C

| Scope | Water Treatment Package - 2 X 660 MW CSPGCL Korba West TPP - EPC |
|--|--|
| Main Supply | <p>1. Payment of 70% of basic price of materials supplied, as per approved billing schedule, taxes and duties (as applicable), shall be paid against receipt of material (LR) on pro-rata basis.</p> <p>2. Payment 20% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Purchaser. Collection of Material Receipt Certificate from Site and its submission for claiming the payment shall be the responsibility of the Seller/Contractor.</p> <p>3. Payment of 10% of basic price of materials supplied shall be released against (2.5% against each activity) the completion of:</p> <ul style="list-style-type: none"> (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual etc. as applicable (d) Liquidation of Punch Point and handing over. |
| Mandatory Spares | <p>1. Payment of 90% of basic price of materials supplied, as per approved billing schedule, taxes and duties (as applicable), shall be paid against receipt of material (LR) at site on pro-rata basis.</p> <p>2. Payment 10% of basic price of materials supplied will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Purchaser. Collection of Material Receipt Certificate from Site and its submission for claiming the payment shall be the responsibility of the Seller/Contractor.</p> |
| E&C | <p>1. Payment of 80% (Eighty percent) of contract E&C price along with taxes (as applicable) shall be released on prorata erection of item/ material, on submission of protocol, duly signed by BHEL site official(s)/ customer, as per approved billing schedule.</p> <p>2. Payment of 10% (Ten percent) of contract E&C price along with taxes (as applicable) shall be released on prorata commissioning of individual sub-system, on submission of protocol, duly signed by BHEL site official(s) and customer, as per approved billing schedule.</p> <p>3. Payment of 10 % (Ten percent) of contract E&C price along with taxes (as applicable) shall be released against (2.5% against each activity)</p> <ul style="list-style-type: none"> (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual etc. as applicable (d) Liquidation of Punch Point and handing over. |
| Freight | 100% payment on pro-rata basis on receipt of material at site. |
| Design & Engineering | <p>Payment of 50% of the engineering charges shall be payable (on pro-rata basis) upon submission & approval of basic engineering drawings/ documents, as specified in Tender Specification Section-I, Sub-section IA, Annexure-IV related to the Water Treatment Packages and the remaining 50% shall be released on a pro-rata basis, corresponding to the submission and approval of the balance engineering drawings/documents for the Water Treatment Packages.</p> <p>Payment against Design & Engineering shall be released after submission of additional bank guarantee of equivalent amount which shall be valid till completion of main supply.</p> |
| AMS | 100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification. Payment of AMS on quarterly basis after completion of each activity on Site certification/ certification by engineering as applicable. |
| O&M | 100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification. Payment of O&M on quarterly basis after completion of each activity on Site certification/ certification by engineering as applicable. |
| Supervision of Erection & Commissioning | 100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification. |

| Payment Terms Annexure-C | |
|---|---|
| Scope | Water Treatment Package - 2 X 660 MW CSPGCL Korba West TPP - EPC |
| Civil | <p>1. Payment of 90 % (Ninety percent) of basic price, along with taxes (as applicable), for the Civil work completed, as per approved billing schedule will be released on pro-rata basis on submission of documents. Further, break up (if any) for activities involved in completion of work shall be mutually agreed during execution of contract.</p> <p>2. Payment of 10 % (Ten percent) of contract Civil price along with taxes (as applicable) shall be released against (2.5% against each activity)</p> <ul style="list-style-type: none"> (a) Trial run of the system/ package; (b) Successful completion of the PG test/ demonstration test of the system/ package, as applicable; (c) Submission of final documents, e.g. As-built drawings, O&M manual etc. as applicable (d) Liquidation of Punch Point and handing over. |

Water Treatment Package - 2 X 660 MW CSPGCL Korba West TPP – EPC

Annexure-C1

MEASUREMENT OF WORK AND MODE OF PAYMENT

1. All payments due to the contractors shall be made by e-mode only, unless otherwise found operationally difficult for reasons to be recorded in writing.
2. For progress running bill payments: - The Contractor shall present detailed measurement sheets in triplicate, duly indicating all relevant details based on technical documents and connected drawings for work done during the month/period under various categories in line with terms of payment as per contract. The basis of arriving at the quantities, weights shall be relevant documents and drawings released by BHEL. These measurement sheets shall be prepared jointly with BHEL Engineers and signed by both the parties.
3. These measurement sheets will be checked by BHEL Engineer and quantities and percentage eligible for payment under various groups shall be decided by BHEL Engineer. The abstract of quantities and percentage so arrived at based on the terms of payment shall be entered in Measurement Book and signed by both the parties.
4. Based on the above quantities, contractor shall prepare the bills, along with statutory documents, in prescribed format and work out the financial value. These will be entered in Measurement Book and signed by both the parties. Payment shall be made by BHEL after effecting the recoveries due from the contractor.
5. All recoveries due from the contractor for the month/period shall be effected in full from the corresponding running bills unless specific approval from the competent authorities is obtained to the contrary.
6. Measurement shall be restricted to that portion of work for which it is required to ascertain the financial liability of BHEL under this contract.
7. The measurement shall be taken jointly by persons duly authorized on the part of BHEL and by the Contractor.
8. The Contractor shall bear the expenditure involved if any, in making the measurements and testing of materials to be used/ used in the work. The contractor shall, without extra charges, provide all the assistance with appliances and other things necessary for measurement.
9. If at any time due to any reason whatsoever, it becomes necessary to re-measure the work done in full or in part, the expenses towards such re measurements shall be borne by the contractor unless such re measurements are warranted solely for reasons not attributable to contractor.
10. Passing of bills covered by such measurements does not amount to acceptance of the completion of the work measured. Any left-out work has to be completed, if pointed out at a later date by BHEL.
11. Final measurement bill shall be prepared in the final bill format prescribed for the purpose based on the certificate issued by BHEL Engineer that entire works as stipulated in tender specification has been completed in all respects to the entire satisfaction of BHEL. Contractor shall give unqualified "No Claim" Certificate. All the tools and tackles loaned to him should be returned in satisfactory condition to BHEL. The abstract of final quantities and financial values shall also be entered in the Measurement Books and signed by both parties to the contract. The Final Bill shall be prepared and paid within a reasonable time after completion of work.

Water Treatment Package - 2 X 660 MW CSPGCL Korba West TPP - EPC

Annexure-C2

Secured Recoverable Advances: Interest Free Secured Mobilization Advance will be payable under exceptional circumstances on certification of BHEL Construction Manager/Project Director at Site.

5% of Interest Free Mobilization Advance shall be applicable on the Total Value of the E&C including Civil Works of the Package in line with the approved BBU.

Interest Free Mobilization Advance shall be disbursed after Establishment of Site Office and Posting of Site Manager and team consisting of Construction/Erection Engineers, Quality Engineer, Safety Engineer etc. as required in Site Office.

Note: -

1. BHEL Site-CM/PD shall be the deciding authority for assessing the admissibility of advance payment to contractor.
2. Interest Free Mobilization Advance shall be disbursed in specifically mentioned stages of major resource mobilization in the beginning of the contract, as specified above.
3. The advance shall be secured through BG of 100% of the advance amount.
4. Recovery of Interest Free Secured Advance shall be made @ 10% of Running Bill Amount. As and when the total recovered amount exceeds any of the BG value submitted against the advance, that BG shall be returned.
5. In any case, Interest Free Advance shall be fully recovered by the time the contract reaches 50% of the original contract period either from Running Bills or by the Contractor directly depositing the amount. If the Contractor fails to deposit the total amount by the stipulated date, the recovery shall be made by encashing BGs/ Securities available with BHEL for the balance amount.

2x660 MW CSPGCL KORBA WEST
SUPER CRITICAL THERMAL POWER PROJECT

PRICE ADJUSTMENT FOR SUPPLY & MANDATORY SPARES FOR WATER TREATMENT PACKAGES

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable separately for price components relating to Supply of Equipment as per price break-up furnished in the Technical Specification.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Ex-Works supply & Mandatory Spares price of Plant and Equipment including commissioning spares if any.
- (iv) Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract (INR).
- (v) The indices for price adjustment shall be as elaborated hereunder.
- (vi) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above, shall be as stipulated hereinafter.
- (vii) **Ex-Works Supply & Mandatory Spares Price Component of Plant and Equipment including commissioning spares if any.**

It is understood that the price component of the equipment for any shipment/dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/ recoverable on each shipment/dispatch shall be computed as under for Ex-Works Supply & Mandatory Spares separately:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1 / A0 + Lb \times L1 / L0\}$$

Where

EC = Adjustment to Ex-Works supply Price Component expressed in the currency of The Contract (INR) payable to the contractor for each shipment/dispatch.

EC1 = Adjusted Amount of Ex-Works supply Price Component expressed in the currency of the Contract (INR) payable to the Contractor for each shipment/dispatch.

EC0 = Ex-Works supply Price for the plant and equipments in the currency of the Contract (INR), shipment/dispatch wise.

- F shall be fixed portion of the Ex-Works Component of the Contract and shall be considered as 0.15.

- a shall be co-efficient of major materials/items involved in the Ex-Works Component of the Contract Price and shall be considered as 0.55.

- 'A' shall be published price indices of corresponding major materials/items.

Case 1: 'A', in case of all applicable supply part / component/ items etc. index for "Manufacture of Fabricated Metal Products, Except Machinery and equipment" shall be used as published by Ministry of Commerce & Industry, GOI base year 2011-12=100

- 'Lb" shall be co-efficient for labour component in the Ex-Works Component of the Contract Price which shall be considered as 0.3.

'L' shall be consumer price index number for industrial workers (All India average) as published by Labour Bureau, Shimla/RBI Base year 2016=100.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as on date of shipment/dispatch.

Note:

- 1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.
- 2) The price variation shall be limited to (+) 10% of Ex-Works Supply & Mandatory Spares Price including commissioning spares if any.

PRICE ADJUSTMENT FOR SERVICE PART
(E&C, SUPERVISION OF E&C, CIVIL WORKS, O&M AND AMS)

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable for price components relating to service part as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
 - (a) Service part (excluding taxes) component of Contract Price.
- (vi) The indices for price adjustment shall be as elaborated hereunder.
- (v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl. No. (iii) above shall be as stipulated hereinafter.

a) Indian Rupee Portion of the Installation Services

ER = ER1 – ER0

ER1 will be computed as follows:

ER1 = ER0 (0.15 + L_b x (L₁ / L₀))

Where:

ER = Adjustment to Service price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Service price component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Service work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Service bill during the Service period up to the 'Completion of the Facilities' shall be calculated as described in this document.

L_b – Coefficient of labour (for all categories) content in the Indian Rupee portion of the Service =0.85

L=Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Government of India.

For the indices, subscript '0' refers to indices as on date of completion of Service as per LOA.

Subscript '1' refers to indices as applicable for the month of execution of the Service work

Note:

1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC (Positive) shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor/BHEL then also the negative price variation shall be passed on to BHEL.

2) The price variation shall be limited to (+)10% of total Service price (excluding taxes).

Annexure- E to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com)).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or. in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. "**India International Arbitration Centre (IIAC) Delhi**" for PSNR & PSER / "**Mumbai Centre for International Arbitration (MCIA), Mumbai**" for PSWR / "**Nani Palkhivala Arbitration Centre (NPAC) Chennai**" for PSSR and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- E to NIT

- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

Annexure F to NIT

Labour and Staff Colony:

Following are in the contractor's scope of work for labour & staff colony:

1. Labour colony is to be developed by bidder for all the labourers required to be deployed for the works. All labour colony set-up is to be developed as per attached layout drawing (Design Shall be in the scope of Contractor) and in compliance of statutory requirements.
2. Contractor shall ensure establishment & maintenance of workmen/labour colony in line with BHEL layout drawings & Guidelines (As per Annexure FA - Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites)
3. Land for labour colony shall be arranged by Contractor at their own cost as per availability outside project area within 5Km, Necessary levelling/dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price.
4. One Medical Centre (24 x7 working) shall be constructed by the contractor in the labour establishment area for the workmen with ambulance facility in line with BHEL layout drawings & Guidelines (As per Annexure A1 - Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites).
5. Development of contractor's temporary staff colony and labour colony having adequate no.of rest rooms along with toilets & fencing etc.

Installation of necessary amenities- and temporary infrastructure for construction activities at Project site locations.

Following are the minimum amenities to be provided by the contractor within the quoted price including removal/disposal of the same in environment friendly manner after its intended use/completion of scope of work:

- i. Labour rest sheds near work spot.
- ii. Canteen facility creation.
- iii. Drinking water facility with suitable capacity water tanks near all work locations.
- iv. Labour Bio toilets near work spot in sufficient nos. with regular cleaning & maintenance arrangement.
- v. Labour colony should have all hygienic condition, dining hall, toilets, proper sewerage system, good drinking water arrangements.
- vi. Recreational facilities, etc.

Annexure F to NIT

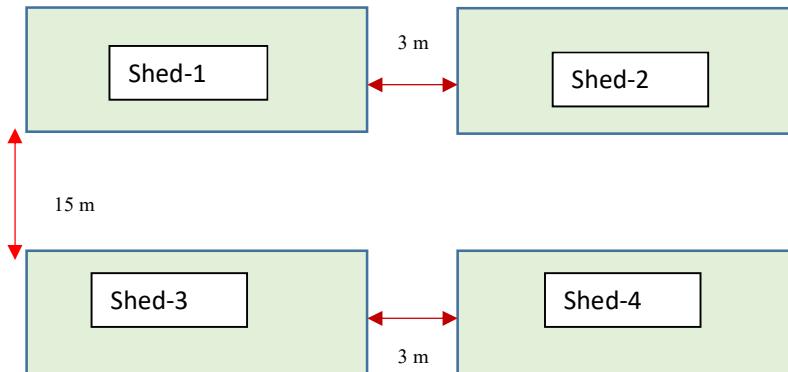
vii. All infrastructure at construction site must be portable/pre-fabricated structures. Permanent installations are not allowed. Contractor shall also be responsible for dismantling and removal of all infrastructure before/while closure of contract.

Annexure-FA

Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites.

1). The following key parameters should be followed during construction of workers accommodation/establishments at project sites: -

- a) Land for labour colony shall be arranged by Contractor at their own cost as per availability outside project area preferably within 5Km. Necessary levelling/dressing of land shall be done by the contractor. All arrangement for electricity and drinking/service water to be arranged by the contractor within his quoted price. However, BHEL may provide land on sharing basis for worker establishment in case Owner provides the same to BHEL.
- b) Water & Electricity for worker establishments shall be suitably arranged by the agency with proper electrical wiring and fitting.
- c) Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies by the agencies.
- d) The workers accommodation barracks/hutment should be placed as per approved layout plan of BHEL. Agencies to construct temporary labour colony/ hutment, toilets as per attached drawings, after obtaining approval from BHEL site.
- e) **General layout plan for accommodating 120 workers with toilet facilities have been provided in the drawing.** In case, agencies are required to deploy more/less number of workmen at site, the size/nos of shed may be increased/decreased accordingly in consultation with BHEL site. The worker's shed position & its size shall be reviewed & approved by BHEL considering maximum number of workers planned for deployment. No construction shall be permitted without prior approval of proposed layout of worker accommodation by BHEL.
- f) The type and nature of construction for worker accommodation sheds should be preferably uniform for all the agencies so as to bring out a pleasant aesthetic view of the worker's establishment.
- g) For women workers deployed at site, exclusive separate facilities (sheds, bathrooms, etc) considering the privacy & safety of women should be provided by the agency.
- h) The clear ceiling height of the barracks should be minimum 3 metres. There should be minimum 3ft spacing between two beds to ensure adequate privacy & hygiene of the place. The type of sleeping bed in each barrack should be wooden/metal type & no substandard quality sleeping bed will be allowed by BHEL. Wardrobe/shelves for storage of clothes & other essentials to be provided in each hall.
- i) The size of barracks / hutments should be decided considering minimum space requirement of 3.6 sqm / per workers & there should be minimum 3 m spacing between two barrack side by side & 15 m. front to front as shown below. A typical layout plan of labour colony is shown in **Annexure-IA**.



2). Facilities to be Provided at Labour Establishment

a) Toilet, Bathing & Washing: -

- i). Sufficient numbers of toilets, urinals and bathing room within each barrack/shed with complete water supply system. Minimum 1 nos. urinal cum toilet for every 10 persons and 1 no. bathing room for every 10 persons should be ensured. There should not be any open bathing place in the labour colony to maintain proper hygiene.
- ii). Septic tank/Bio-digester with proper inlet/outlet connection to be provided for each shed
- iii). Suitable / proper arrangements for washing clothes & drying washed clothes shall be made.

b) Service & Drinking Water: -

- i). Proper storage facilities for both service water & drinking water in the labour colony. In case ground water is the source for both service & drinking purpose, water purification plant should be installed for both service & drinking water purpose. The cost of water purification plant has to be borne by the agencies on sharing basis.

c) Medical Facilities: -

- i). One Medical centre (24 x7 working), well finished & furnished, of approx. 150sqm shall be constructed by the contractor in the labour establishment area for the workmen.
 - Doctor's room with attached toilet (approx. 12x12 sqft),
 - Nurses Room with attached toilet (approx 12x12 sqft),
 - Dispensary area (approx. 10x10 sqft)
 - Balance area shall be procedure room/hall.
- ii). Deployment of 2 nos MBBS Doctors and 4 nos trained Male/Female nurses for round the clock service with running medicines.
- iii). Dedicated ambulance in the labour colony for 24x7 hrs emergency medical situation fully equipped with ventilation facilities.
- iv). Cost of medical establishment including payments for medical staffs such as doctors, nurse, ambulance services, consumables, medical instruments/devices & running medicines cost has to be borne by the availing agencies on sharing basis as decided by BHEL site.

d) Safety, Cleaning & Hygiene: -

- i). The regular cleaning and housekeeping of labour establishments, storage water tank, open areas should be ensured by the agencies to maintain proper hygiene. Dedicated persons to be deployed for cleaning of toilets on daily basis.
- ii). Proper ventilation and lighting in both day & night. Proper false ceiling (in extreme hot conditions) & ceiling fans/coolers shall be provided in the barracks.
- iii). Readily accessible adequate first aid boxes, minimum 4 numbers each of fire extinguishers & dust bins shall be provided in each barrack/shed.
- iv). Centralised garbage dumping storage area in the labour colony & its regular clearance should be ensured by the agencies.
- v). Suitable arrangement for regular Pest / ants / Rodent / Rats / Snakes / Mosquito control in the labour colony shall be made with a reputed firm/ organisation by the vendor at their cost. Window mesh for prevention from mosquito shall be ensured.
- vi). Proper surface water drainage system to be followed by the agencies as per BHEL approved layout plan of the labour colony. No water logging should take place in and around labour colony even during peak rainy season.

Annexure-FA

Standard Guidelines for Worker's Accommodation / Establishments at BHEL-Project Sites.

vii). Proper security deployment 24x7 for labour establishment by the respective agency

e) **General Points: -**

- i). Proper approach road to the labour colony & its connectivity with each barrack with necessary hard surfacing preferably with brick flat soling/paver blocks/PCC paving.
- ii). Separate kitchen facilities with dining hall & clean cooking fuel (without smoke) should be used uniformly in labour establishments to avoid health hazards.
- iii). Space for recreation facilities of the workers like playground etc. The maintenance of the recreation facilities should be ensured by the agencies on sharing basis. Also, weekly or fortnightly games/get-together/entertainment to be organised by the vendor for building motivation & team spirit amongst the labour.
- iv). Proper transportation arrangement / conveyance for going to work place from labour colony would have to be ensured by agency. No two-wheelers would be permitted inside plant premises.

3). Compliances of Guidelines: -

The contractor shall maintain the labour colony for its workmen as per BHEL guidelines. 0.25 % of every RA Bill shall be linked on certification from BHEL for compliance with the guidelines of labour colony.

In case labour establishment is not completed as per the layout drawing and compliance with statutory norms/BHEL Guidelines and any penalty is imposed by Customer, same shall be recovered from contractor's RA Bill.

Regular visit of workmen establishment shall be done by team from BHEL to ensure implementation of above guidelines. Any irregularities observed shall have to be rectified by agencies on immediate basis.

In case, the report submitted by BHEL team is not satisfactory, necessary actions including recoveries (0.25% of RA Bill value) shall be done as per contract. In addition to the recoveries as per contract (0.25% of RA Bill value), expenses incurred (if any) for maintenance & rectification by BHEL shall be recovered from agency along with 5% overheads.

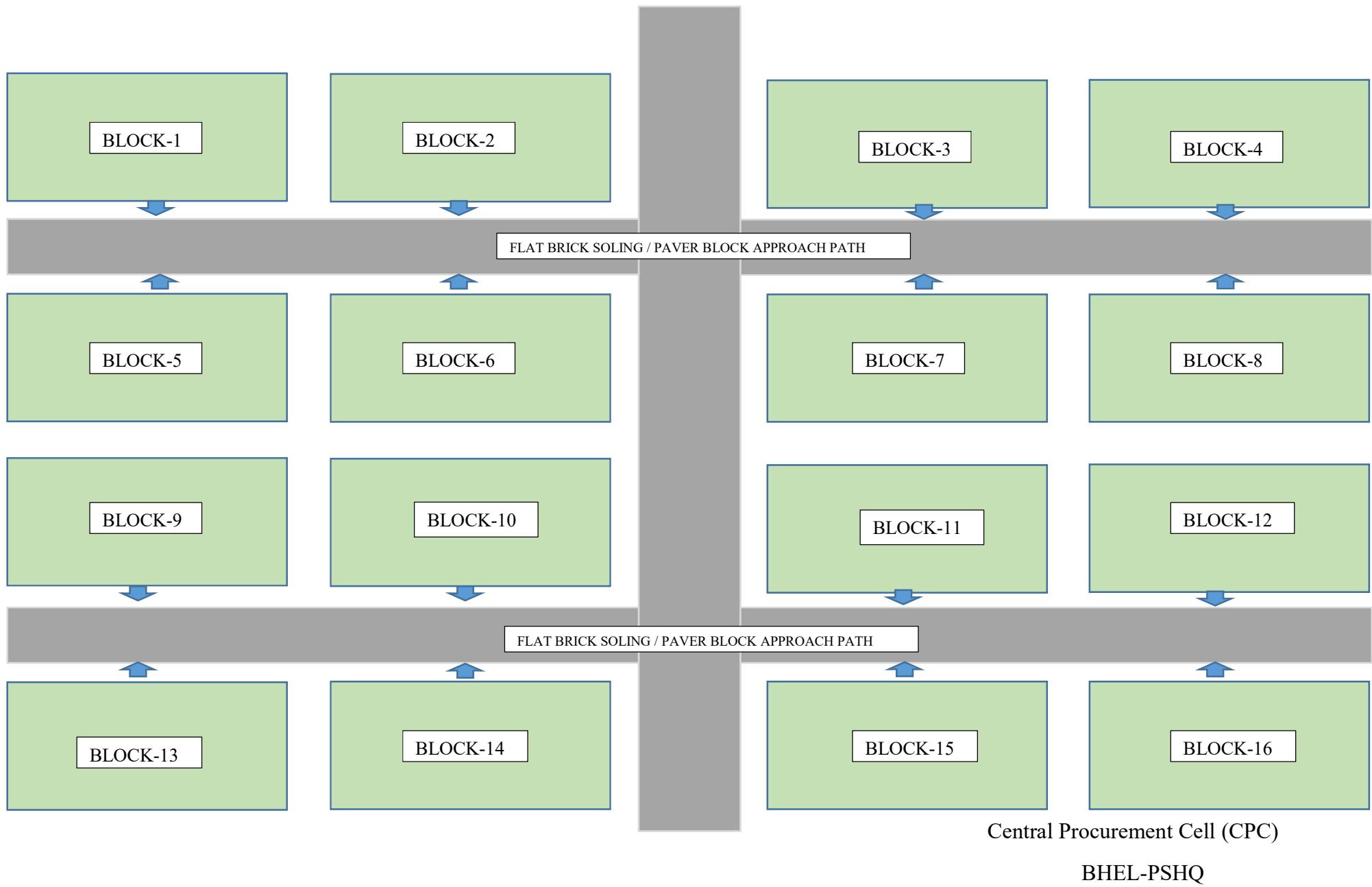
In case Owner/Customer specific guidelines & drawings w.r.t worker's establishment are available in any project, the same shall prevail over and above the BHEL guidelines. Also, in case of conflict of guidelines stipulated in BHEL HSE documents, the more stringent guidelines shall prevail.

Any other welfare measures which the Central Government considers, under the set of circumstances, as required for decent life of workers shall be ensured as per following applicable Labour Laws: -

- Contract Labour (Regulation & Operative) Act, 1970,
- Inter-State Migrant Workmen (Regulation of Employment and Condition of Services) Act, 1979,
- The Building and Other Construction Workers Act, 1996.
- Labour Code on Occupational Safety, Health and Working Conditions issued by Government of India

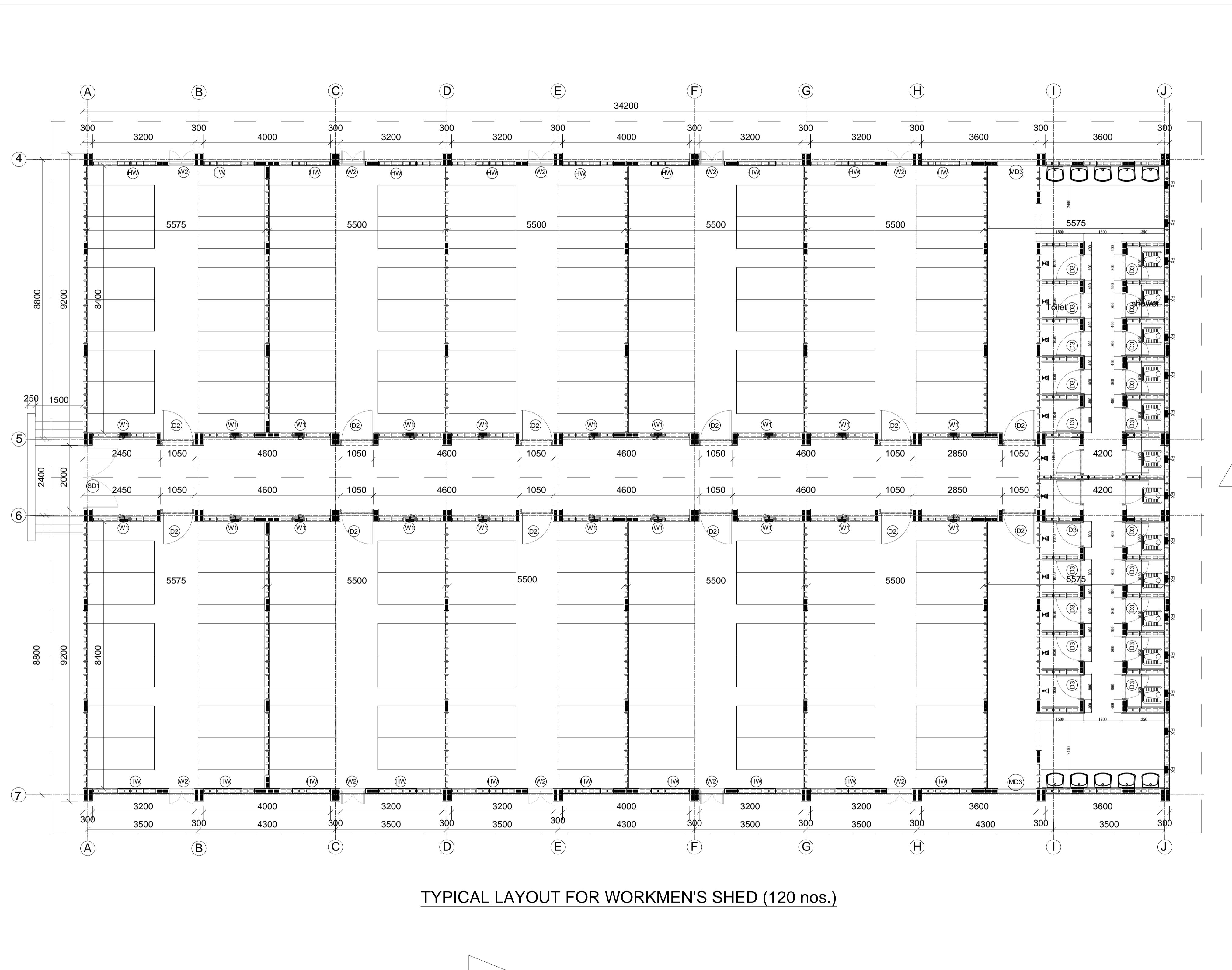
Central Procurement Cell (CPC), BHEL-PSHQ

Annexure-IA: General Layout Arrangement of Worker's Establishment for BHEL-Project site



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— BARBED WIRE FENCING/BOUNDARY WALL (ALL AROUND THE COLONY)

NOTES:-

1. ALL DIMENSIONS ARE IN MILLIMETRE AND ELEVATIONS ARE IN METRE U.N.O.
2. DRAWING SHALL BE READ IN CONJUNCTION WITH THE TERM & CONDITIONS, AS SPECIFIED IN ANNEXURE A-STANDARD GUILDELINE.
3. GENERAL LAYOUT PLAN FOR ACCOMMODATING 120 WORKERS WITH TOILET FACILITIES HAVE BEEN PROVIDED IN THE DRAWING. IN CASE, AGENCIES ARE REQUIRED TO DEPLOY MORE/LESS NUMBER OF WORKMEN AT SITE, THE SIZE/ NO. OF SHED MAY BE INCREASED/DECREASED ACCORDINGLY IN CONSULTATION WITH BHEL SITE.
4. THE TYPE AND NATURE OF CONSTRUCTION FOR WORKER ACCOMMODATION SHEDS SHOULD BE PREFERABLY UNIFORM FOR ALL THE AGENCIES SO AS TO BRING OUT A PLEASANT AESTHETIC VIEW OF THE WORKER'S ESTABLISHMENT.
5. FOR WOMEN WORKERS DEPLOYED AT SITE, EXCLUSIVE SEPARATE FACILITIES (SHEDS, BATHROOMS, ETC) CONSIDERING THE PRIVACY & SAFETY OF WOMEN SHOULD BE PROVIDED BY THE AGENCY.
6. THE CLEAR CEILING HEIGHT OF THE BARRACKS SHOULD BE MINIMUM 3 METRES.
7. DOORS & WINDOWS SHALL BE OF METAL MAKE.
8. LAND FOR LABOUR COLONY SHALL BE ARRANGED BY CONTRACTOR AT THEIR OWN COST AS PER AVAILABILITY OUTSIDE PROJECT AREA PREFERABLY WITHIN 5KM. NECESSARY LEVELLING/DRESSING OF LAND SHALL BE DONE BY THE CONTRACTOR.
9. WATER & ELECTRICITY FOR WORKER ESTABLISHMENTS SHALL BE SUITABLY ARRANGED BY THE AGENCY WITH PROPER ELECTRICAL WIRING AND FITTING. FITTINGS LIKE FANS, LIGHTING, ALL SWITCHES AND SOCKETS, ETC.
10. SUFFICIENT NUMBERS OF TOILETS, URINALS AND BATHING ROOM WITHIN EACH BARRACK/SHED WITH COMPLETE WATER SUPPLY SYSTEM. MINIMUM 1 NOS. URINAL CUM TOILET FOR EVERY 10 PERSONS AND 1 NO. BATHING ROOM FOR EVERY 10 PERSONS SHOULD BE ENSURED.
11. SEPTIC TANK/BIO-DIGESTER WITH PROPER INLET/OUTLET CONNECTION TO BE PROVIDED FOR EACH SHED.
12. PROPER APPROACH ROAD TO THE LABOUR COLONY & ITS CONNECTIVITY WITH EACH BARRACK WITH NECESSARY HARD SURFACING PREFERABLY WITH BRICK FLAT SOLING/PAVER BLOCKS/PCC PAVING.
13. THE WALL PANEL SHALL BE AEROCON PANEL OF MIN. 50MM THK.
14. ROOF SHALL BE OF METALLIC COLOR COATED PROFILED SHEET WITH PROPER. UNDER DECK INSULATION & FALSE CEILING (B.O.False Ceiling 3m).
15. WINDOWS SHALL BE OF METAL MAKE, OPENABLE WINDOW WITH MIN. 6mm THK. TOUGHENED GLASS.
16. DOORS SHALL BE OF METAL DOOR FRAME WITH SOLID CORE FLUSH DOOR SHUTTER.



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CENTRAL PROCUREMENT CELL (CPC)
PSHO

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TYPICAL LAYOUT FOR WORKMEN'S SHED (120 nos.)

Annexure G to NIT

BOCW Act & Cess Act

BOCW Cess is not to be borne by contractor. Refer following for BOCW Act & Cess Act.

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and

Annexure G to NIT

other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.

6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics:
 - i) Number of Building Workers employed during preceding one month.
 - ii) Number of Building workers registered as Beneficiary during preceding one month.
 - iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. **BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.** However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

Annexure G to NIT

10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. **Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance**
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

Bharat Heavy Electricals Limited,
Project Engineering Management,
BHEL Sadan,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
(Write Name and Designation of Officer of BHEL inviting the Tender);

Sub : **Declaration confirming knowledge about Site conditions**Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date:

Place:

2 X 660 MW CSPGCL Korba West TPP - EPC

Pre-Bid Meeting Details

Annexure-I

Prebid Meeting shall be conducted online through Webex. Bidders are encouraged to join pre-bid meeting for pre-bid clarifications (if any)

Meeting details for joining the meeting are as follows

- **Meeting link:**
<https://bhel.webex.com/bhel/j.php?MTID=me2ba5583dbd8a61428f46a7aabbbae1f>
- **Meeting number:** 2515 667 6825
- **Meeting password:** 12345