TENDER SPECIFICATION

Sl No	E-Tender Specification Number
1	BHE/PW/PUR/HAZIRA HRSG3/2835

REPLACEMENT OF EVAPORATOR MODULE OF HRSG #3 OF CO-GEN PLANT, HAZIRA , ONGC HAZIRA PLANT, ONGC NAGAR, SURAT, GUJARAT INDIA

VOLUME - I

FOR

VOLUME I TECHNICAL DID
VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

Notice Inviting Tender	
Volume-IA	Technical Conditions of Contract
Volume-IB	Special conditions of Contract
Volume-IC	General conditions of Contract
Volume-ID	Forms & Procedures
Volume-IE	Technical Specifications
Volume II	Price Bid

Bharat Heavy Electricals Limited



(A Government of India Undertaking)
Power Sector - Western Region
345-Kingsway, Nagpur-440001

	CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e- Procurement Portal as files titled	
NIL	Tender Specification Issue Details	(Part of Vol-IA-2835)	
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2835</u>)	
I-A	Technical Conditions of Contract	Vol-I-A-2835	
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-2835)	
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2835)	
I-D	Forms & Procedures	(Part of Vol-I-BCD-2835)	
	HSE Plan	(Part of Vol-I-BCD-2835)	
I.E	Drawings	Part of Vol-I-E-2835	
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2835	

E-Tender Specification Issue Details

E-Tender Specification No: BHE/PW/PUR/HAZIRA HRSG3/2835

NAME OF THE WORK: REPLACEMENT OF EVAPORATOR MODULE OF HRSG #3 OF CO-GEN PLANT, HAZIRA , ONGC HAZIRA PLANT, ONGC NAGAR, SURAT, GUJARAT INDIA

EARNEST MONEY DEF	POSIT: Refer Notice Inviting Tender
LAST DATE FOR TENDER SUBMISSION	Refer Notice Inviting Tender
THESE TENDER SPECIFICATI	ON DOCUMENTS CONTAINING VOLUME-I AND VOLUME-II ARE ISSUED TO:
M/s	
PLEASE NOTE: THESE TENDER SPECS DOCU	MENTS ARE NOT TRANSFERABLE.
For Bharat Heavy Elec	tricals Limited
GM (Purchase)	
Place: Nagpur	
Date:	

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 22-08-2023

NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → https://eprocurebhel.co.in

To,

Dear Sir/Madam,

Sub: NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB) or International Competitive Bidding (ICB are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION		
i	E-TENDER NUMBER	BHE/PW/PUR/HAZIRA HRSG3/2835		
ii	Broad Scope of job	REPLACEMENT OF EVAPORATOR MODULE OF HRSG #3 OF CO-GEN PLANT, HAZIRA, ONGC HAZIRA PLANT, ONGC NAGAR, SURAT, GUJARAT INDIA		
iii	DETAILS OF TENDE	R DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable	
В	Volume-IB	Special Conditions of Contract (SCC)	Applicable	
С	Volume-IC	General Conditions of Contract (GCC)	Applicable	
D	Volume-ID	Forms and Procedures	Applicable	
Е	Volume-IE	Technical Specifications	Applicable	
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable	
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start:23/08/2023, Time:17:00 Hrs Closes: 02/09/2023, Time: 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable	

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: www.bhel.com

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S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 02/09/2023, Time: 13.00 Hrs Place: on E-Tender Portal https://eprocurebhel.co.in	Applicable
vi	OPENING OF TENDER (Techno- Commercial Bid)	Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	₹ 2,20,000.00 (Rupees Two Lacs Twenty Thousand Only) Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Varun Vaidya Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9792334127 Email: vvaidya@bhel.in 2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 & 6,Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: kamleshbhel@bhel.in Mob: 9425554615 3) Name: R. M. Malhotra Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001	Applicable

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: www.bhel.com

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S No.	ISSUE	DESCRIPTION	
X	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Not Applicable	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com>Tender Notifications → View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the technocommercial offer other than the Price Bid, shall not be entertained.
- 3.0 Not Used
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below-:

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	5th Floor, SHREE MOHINI COMPLEX 345,
ADDRESS OF THE COMPANT	KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CODE	SDI,NAGE OR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40228353158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK	SBIN0000432
BRANCH	

Registered Office: BHEL House, Siri Fort, New Delhi - 110 049, India

Website: www.bhel.com

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(Note -: In case of E-Tenders, proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

5.0 Procedure for Submission of Tenders:

This is an E-tender floated online through our E-Procurement Site (https://eprocurebhel.co.in). The bidder should respond by submitting their offer online only in our e-Procurement platform at (https://eprocurebhel.co.in). Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- **i.** Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- ii. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.

Digital Signing of e-Tender

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Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

- 1. A PC with Internet connectivity &
- 2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)

BHEL has finalized the e-procurement service Provider: NIC PORTAL (https://eprocurebhel.co.in)

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:

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

1. Peter Raj, NIC, Ph: 9942069052 Email Support: support-eproc@nic.in

Other details/update yourself from: https://eprocurebhel.co.in

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC certifying authority:please refer http://www.mca.gov.in/ → MCA SERVICES → DSC SERVICES

Vendors are requested to go through seller manual available on https://eprocurebhel.co.in.

<u>Procedure for Submission of Tenders (To be used in case of Paper bid only):</u> The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) in sealed and superscribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped) (To be used in case of Paper bid only):

Sl. no.	Description	Remarks
	Part-I A	
	ENVELOPE - I superscribed as:	
	PART-I (TECHNO COMMERCIAL BID)	

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	TENDER NO:	
	NAME OF WORK:	
	PROJECT:	
	DUE DATE OF SUBMISSION:	
	DUE DATE OF SUDMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be	
	placed after document under sl no (i) above.	
	Note:	
	a. In case of any deviation, the same should be submitted	
	separately for technical & commercial parts, indicating	
	respective clauses of tender against which deviation is taken by	
	bidder. The list of such deviation shall be placed after document	
	under sl no (i) above. It shall be specifically noted that deviation	
	recorded elsewhere shall not be entertained.	
	b. BHEL reserves the right to accept/reject the deviations without	
	assigning any reasons, and BHEL decision is final and binding.	
	i).—In case of acceptance of the deviations, appropriate	
	loading shall be done by BHEL	
	ii). In case of unacceptable deviations, BHEL reserves the	
	right to reject the tender	
	right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required	
	in line with Pre-Qualification criteria.	
	It shall be specifically noted that all documents as per above shall be	
	indexed properly and credential certificates issued by clients shall	
	distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	- All	
	Amendments/Correspondences/Corrigenda/Clarifications/Changes/	
	Errata etc. pertinent to this NIT.	
₹.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If
		applicable
₩i.	Duly filled-in annexures, formats etc. as required under this Tender	
	Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical Conditions of Contract (TCC) consisting of</u>	
, === ;	Scope of work, Technical Specification, Drawings, Procedures, Bill of	
	Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
X. X.	Volume – I C : General Conditions of Contract (GCC)	
	Volume - I D : Forms & Procedures	+
XÌ.		-
xii. —	Volume - II (UNPRICED - without disclosing rates/price, but	
	mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

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PART-I B	
ENVELOPE - II superscribed as:	
PART-I (EMD)	
TENDER NO:	
NAME OF WORK:	
PROJECT:	
DUE DATE OF SUBMISSION:	
CONTAINING THE FOLLOWING:-	
Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III	
	superscribed as:	
	PART-II (PRICE BID)	
	TENDER NO:	
	NAME OF WORK:	
	PROJECT:	
	DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to	
	be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)	
	superscribed as:	
	TECHNO-COMMERCIAL BID, PRICE BID & EMD	
	TENDER NO:	
	NAME OF WORK:	
	PROJECT:	
	DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	→ Envelopes I	
	→ Envelopes II	
	→ Envelopes III	

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- 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 any in-complete documents.
- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Technocommercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Void
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through email and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 <u>Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.</u>

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"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.

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<u>lem2@bhel.in</u>
3.	Shri Mukesh Mittal, IRS (Retd.)	<u>lem3@bhel.in</u>

- (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:	R M Malhotra/ GM (Purchase)	Varun Vaidya/ Manager (Purchase)	
Dept:	Purchase Department		
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001		
Email:	rmalhotra@bhel.in	vvaidya@bhel.in	
Phone:	0712-2858633	9792334127	

- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a `Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

Website: www.bhel.com

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- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction:** Applicable. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.
 - Price Bids of all the 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.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Void
- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/hold list and also the offer of the bidders, who engage the services of the banned/hold firms, shall be rejected. The list of **banned/hold firms** is available on BHEL web site www.bhel.com.
 - 28.1 Integrity commitment, performance of the contract and punitive action thereof:

28.1.1 **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.

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28.1.2 Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage 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 prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE)

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

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ST & Women
Micro			
Small			

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

a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure—3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

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Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

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

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. 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 the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- *IV.* The beneficial owner for the purpose of (III) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together

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or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.
- 32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

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

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33.0 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.

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 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 and binding.

34.0 The Bidder declares 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.

35.0 <u>Order of Precedence</u>:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/circulars/amendments/govt. directives issued from time to time shall also be applicable.

For BHARAT HEAVY ELECTRICALS LTD

(General Manager - Purchase)

Enclosure:

- 01. Annexure-1: Pre Qualifying Requirements.
- 02. Annexure-2: Check List.
- 03. Annexure-3: Certificate by Chartered Accountant
- 04. Annexure-4: Reverse Auction Process Compliance Form
- 05. Annexure-5: Authorization of representative who will participate in the online Reverse

Auction Process

- 06. Annexure-6: RA Price Confirmation and Breakup
- 07. Annexure-7: Integrity Pact
- 08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 09. Annexure-9: Declaration reg. Related Firms & their areas of Activities

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- 010. Annexure-10: DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)
- 011. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
- 012. Annexure 12: Important information

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ANNEXURE-1

PRE QUALIFYING CRITERIA

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JOB

REPLACEMENT OF EVAPORATOR MODULE OF HRSG #3 OF CO-GEN PLANT, HAZIRA , ONGC HAZIRA PLANT, ONGC NAGAR, SURAT, GUJARAT INDIA

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
	Submission of Integrity Pact duly signed (if applicable)		
A	(Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
	B1 : TECHNICAL PQR		
	B.1.1 Bidder must have Executed Erection & Commissioning of At least One Boiler (Consisting of "Pressure Parts" & "Structure") of a Unit of rating ≥ 50 TPH. OR B.1.2: Bidder must have completed Renovation & Modernization/similar scope of work as that of the tender of At least One Boiler (Consisting of Pressure Parts) of a Unit of rating ≥ 50 TPH.		
В	B.1.3: Bidder must have successfully executed similar scope of work as that of the tender OR Overhauling/E&C of (Boiler Pressure parts or "Boiler Pressure Parts and 'Structure/Non Pressure Parts/ESP/Rotary Machines/Insulation/ Piping/Auxiliaries/ Ducting / any combination of these parts") of any rating, as per the criteria below: B.1.3.1) Executed One similar work of value not less than 88 Lakhs against single work order. OR B.1.3.2) Executed two similar works of value not less than 55 Lakhs against maximum two work orders each. OR B.1.3.3) Executed Three similar works each of value not less than 44 Lakhs or against maximum three work orders each	Applicable	

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	Note for B.1.3: 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B.1.3' above)		
	FINANCIAL TURNOVER:		
C-1	Bidders must have achieved an average annual financial turnover (audited) of Rs 33 Lakhs or more over last three Financial Years (FY) i.e. '2019-20, 2020-21 & 2021-22'	Applicable	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1 above.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	Not Applicable	
Е	Approval of Customer (if applicable)	Not Applicable	
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	Not Applicable	

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

Explanatory Notes for POR B.1 (Technical)

- The evaluation currency for this tender shall be INR.
- For the criteria (B.1), actual executed value shall be considered.
- Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

P = R + 0.425 x R x
$$(X_N$$
 - X_0) + 0.425 x R x $(Y_N$ - Y_0) Y_0 Where

P = Updated value of work

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- R = Value of executed work
- X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).
- X_0 = All India Avg. Consumer Price index for industrial workers for last month of work execution
- Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).
- Y_0 = Monthly Whole Sale Price Index for All Commodities for last month of work execution

Explanatory Notes for Technical Criteria (B2):

- 1. VOID
- 2. Unless otherwise specified, for the purpose of "B2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below
 - a. "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
 - b. "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
 - c. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
 - d. For C&I works: "SYNCHRONISATION" in case of power project (Excluding Nuclear Projects) / "WORK EXECUTION of the value as defined in PQR" in case of industry & Nuclear Projects.
 - **e.** "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
 - f. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
 - g. "GAS IN" in respect of HRSG.
 - h. "STEAM BLOWING" in respect of Power Cycle Piping.
 - i. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
 - j. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
 - k. "SYNCHRONISATION" in respect of STG / GTG.
 - l. "SPINNING" in respect of HTG.
 - m. "GAS IN" in respect of FGD
- 3. Boiler means HRSG or WHRB or any other types of Steam Generator.
- 4. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
- 5. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

Explanatory Notes for PQR -C (Financial):

<u>C-1:</u>

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY).
- iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
- iv. 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.

C-2: Net Worth (Only in case of companies) of the bidder should be positive.

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Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above. Net worth = Paid up share capital + Reserves

<u>C-3</u>: Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'C-1' above.

Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'C-1' above.

<u>C-4</u>: 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.

Common Explanatory Notes:

- 1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
 - a. The parent company shall have a controlling stake of ≥50% in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
 - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
- 2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
- 3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
- 4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
- 5. Following shall be complied with in case of consortium:
 - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
 - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
 - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
 - d. Prime Bidder alone shall necessarily comply with "B1Technical Criteria" except for mechanical package where B1 criteria is not applicable.
 - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".

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- f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
- g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
- h. Prime Bidder shall be the Bidder who has a major share of work.
- i. Prime Bidder shall be responsible for the overall execution of the Contract.
- j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
- k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
- In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL
- m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

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		Forma
Certificate for relationship bet	ween Parent Company / Subsid	lary Company and the bidder
To,		
Dear Sir,		
Sub: Bid for NIT No	dated for "	" (name of the tende
Bid Submission Date) are given Name of Parent Company	Company as on(not eas below: Name of Subsidiary Company	Percentage of Equity Holdir of Parent Company in Subsidiary Company
e silves is transmiss que permit	Company the supplication of the state of the	
style by L. Tamerkov sentercente intermes		

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Format-2

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

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

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ANNEXURE - 2

CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer			
1	Name and Address of the Tenderer			
2	Details about type of the Firm/Company			
		Name : Mr/Ms Designation:		
3.a	Details of Contact person for this Tender	Telephone No: Mobile No: Email ID:		
		Fax No:		
2 h	Details of alternate Contact person for	Name : Mr/Ms Designation: Telephone No:		
3.b	this Tender	Mobile No:		
		Email ID:		
		Fax No:		
		DD No:	Date :	
4	EMD DETAILS	Bank:	Amount:	
_		Please tick ($$) which	* *	
		ONE TIME EMD / ON		
5	Validity of Offer	TO BE VALID FOR SI		
			APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with Pl CRITERIA (ANNEXURE-I) is understood ar supporting documents referenced in the sp	nd filled with proper	Applicable/ Not Applicable	YES / NO
7	Audited profit and Loss Account for the las	t three years	Applicable/ Not Applicable	YES/NO
8	Copy of GST & PAN Card		Applicable/ Not Applicable	YES/NO
9	Whether all pages of the Tender document annexures, appendices etc. are read unders		Applicable/ Not Applicable	YES/NO
10	Integrity Pact	<u> </u>	Applicable/Not Applicable	YES/NO
11	Offer Forwarding Letter / Tender Submissi	ion Letter	Applicable/ Not Applicable	YES/NO
12	Declaration by Authorized Signatory		Applicable/ Not Applicable	YES/NO
13	No Deviation Certificate		Applicable/ Not Applicable	YES/NO

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India Website: www.bhel.com

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			.
14	Declaration confirming knowledge about Site Conditions	Applicable/ Not Applicable	YES/NO
15	Declaration for relation in BHEL	Applicable/ Not Applicable	YES/NO
16	Non-Disclosure Certificate	Applicable/ Not Applicable	YES/NO
17	Bank Account Details for E-Payment	Applicable/ Not Applicable	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/ Not Applicable	YES/NO
	Power of Attorney of Consortium Partner.		
21	Analysis of Unit rates	Applicable/ Not Applicable	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ Not Applicable	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ Not Applicable	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ Not Applicable	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ Not Applicable	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ Not Applicable	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ Not Applicable	YES/NO
28	Annexure-13:Bid Security Declaration Form	Applicable/ Not Applicable	YES/NO

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

D/	۲ı	F	
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AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

E-Tender Spec No: BHE/PW/PUR/HAZIRA HRSG3/2835 Page 29 of 83

ANNEXURE-3

Gertificate by Chartered Accountant on letter head

(applicable unto 31st March'2021 in line with MSME notification no. \$ 0. 2119 (E). dated 26th June (2020)

This is to Cer								·····
(hereinafter referred								
3.6 1								
Memorandum	No	(Part						
(Copy enclosed).				dtd:		Lat e	egory: (Micro/:	smaii/Medium)).
(dopy chelosca).								
Further verification and the financial y				ts that the invect 2006 is as fol		the compa	ny as per th	e latest
building and 5, 2006:		ecified by th		nent in plant ar y of Small Scale Ir				
. For Service Ente				nt (original cost e d or as may be n				ırniture, fittings ar
			.00 1 0110101 01	a or ao may bo m		01 0110 1201	122 110,2000.	
notification n								
. For Enterprises (having EM-II	Certificate	/ valid NS	SIC Certificate or		ar Memorar	dum): Investr	nent in plant an
. For Enterprises (having EM-II equipment	Certificate	/ valid NS L 5.06.2020)	SIC Certificate or Lacs and turnove	er is Rs	ar Memorar	dum): Investr	
. For Enterprises (machinery or notification no	having EM-II equipment i o. S.O. 2119 (I	Certificate is Rs E) dated 26	/ valid NS L 5.06.2020) (Strike	SIC Certificate or acs and turnove. off whichever is	er is Rs s not applica	ar Memorar	dum): Investi Lacs (as 1	nent in plant an notified in MSM
. For Enterprises (machinery or notification no	having EM-II equipment o.S.O. 2119 (I	Certificate is Rs E) dated 26	/ valid NS L 5.06.2020) (Strike	SIC Certificate or acs and turnove off whichever is	er is Rs s not applica Lacs is	ar Memorar 	dum): Investr Lacs (as r ermissible	nent in plant an notified in MSM -limit of
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ANNEXURE-4

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no. {BHE/PW/PUR/HAZIRA HRSG3/2835} dt. {......} This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per <u>Annexure 6</u> within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.......} prior to start of the Event.

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ANNEXURE-5

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WHEREFROM S/HE WILL PARTICIPATE

IN THE REVERSE AUCTION

hor	ization of representative who will participate	in the on line Reverse Auction Process:
1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY,	

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ANNEXURE - 6

Reverse Auction price confirmation and breakup (To be submitted by L1 bidder after completion of Reverse Auction)

То	
- M/s. Service provider	
- Postal address	
CC: M/s BHEL	
{Unit-	
Address-}	
Sub: Final price quoted during I	Reverse Auction and price breakup
Dear Sir,	
We confirm that we have quoted.	
Rs.{in value & in words BHE/PW/PUR/HAZIRA HRSG3/2	_} for item(s) covered under tender enquiry No. { 835 dt.{}
	nder above cited enquiries is inclusive of { <i>Packing & forwarding, GST,</i> harges up to {} District,{} State and Type Test ax), other as per NIT}
as our final landed prices as quote valid for a period of { in nos. &	ed during the Reverse Auction conducted today {date} which will be in words} days.
The price break-up is as given bel	ow.
	======
Total	- Rs. in value & in words
	======
Yours sincerely,	
For	
Name:	
Company:	
Date: Seal:	
Jour.	

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ANNEXURE - 7

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 JOB HEADING: REPLACEMENT OF EVAPORATOR MODULE OF HRSG #3 OF CO-GEN PLANT, HAZIRA, ONGC HAZIRA PLANT, ONGC NAGAR, SURAT, GUJARAT INDIAThe 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,

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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.

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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 Subcontractor(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

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- 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 Dolhi
- 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

6	
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••••••	

	ing. In other words, entering into this agreement would be
preliminary qualification. Competed to purious and the property of the proper	
For & On behalf of the Principal (Office Seal)	For & On behalf of the Bidder/ Contractor (Office Seal)
Place	(Office Sear)
Date	
Witness:	Witness:
(Name & Address)	(Name & Address)

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ANNEXURE - 8 UNDERTAKING (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: NIT/Tender Specification No: BHE/PW/PUR/HAZIRA HRSG3/2835 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:

DECLARA' BHEL,	<u>TION</u>	ANNEX
	TION	Date:
BHEL,		Date:
BHEL,		
BHEL,		
ls of related firms and their area of activ	vities	
m		
ure of Business ne of Family Member nationship rerial Category/ Work Description ne of Firm		
adonsinp		
	ow details of firms owned by our family m L,(NA, if not applicable terial Category/ Work Description me of Firm dress of Firm ture of Business me of Family Member lationship terial Category/ Work Description me of Firm dress of Firm ture of Business me of Family Member lationship	ow details of firms owned by our family members that are doing L,(NA, if not applicable). terial Category/ Work Description me of Firm dress of Firm ture of Business me of Family Member lationship terial Category/ Work Description me of Firm dress of Firm ture of Business me of Family Member

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E-Tender Spec No: BHE/PW/PUR/HAZIRA HRSG3/2835 Page 40 of 83 REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S) (To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable) 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 04th June, 2020 and subsequent order(s). Ref: 1) NIT/Tender Specification No: BHE/PW/PUR/HAZIRA HRSG3/2835, 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:

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

Note:

Thanking you, Yours faithfully.

- 1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
- 2. 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).
- **3.** In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

^{** -} Strike out whichever is not applicable.

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	Annexure-11
DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER R (To be typed and submitted in the Letter Head of the Entity/Firm p	roviding certificate as applicable)
То,	
(Write Name & Address of Officer of BHEL inviting the Tender)	
Dear Sir,	
Sub : Declaration regarding compliance to Restrictions under Rule 1	44 (xi) of GFR 2017
Ref: 1) NIT/Tender Specification No: BHE/PW/PUR/HAZIRA HRSG 2) All other pertinent issues till date	G3/2835,
I have read the clause regarding restrictions on procurement from land border with India and on sub-contracting to contractors (specify the name of the organization here), is not from such the Competent Authority (attach valid registration by the Competent Acconstituted by the Dept. for Promotion of Industry and Internal Trade (DPIII) to a contractor from such countries unless such contractor is regist (attach relevant valid registration, if applicable)	from such countries. I certify that ch a country / has been registered with Authority, i.e., the Registration Committee (7)); and will not sub-contract any work
I hereby certify that we fulfil all requirements in this regard and is e	eligible to be considered.
Thanking you, Yours faithfully,	
	(Signature Date & Seal of

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

Authorized Signatory of the Bidder)

Website: www.bhel.com

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ANNEXURE-12

Annexure-12: IMPORTANT INFORMATION

E -Tender for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

Postal Address:

GM /Purchase BHEL PSWR, SRIMOHINI COMPLEX, Floor No. 5 & 6, 345 KINGSWAY, NAGPUR 440001, INDIA

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

Manager Purchase, Email: wvaidya@bhel.in Ph: +91-9792334127 Manager Purchase, Email: wivekjha@bhel.in , Mob;9429198214

DGM/Purchase, email: kamleshbhel@bhel.in,

GM Purchase, Email: <u>rmalhotra@bhel.in</u>. Ph: +91 - 712 - 2858 - 633

- 1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' which is available at www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf
- 2. All Statutory Requirements as applicable for this project shall be complied with.
- 3. Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'

"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"

- 4. BHEL Fraud Prevention Policy: "The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 5. "Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by

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contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".

6. Conflict of Interest among Bidders/ Agents:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. *The bidder found to have a conflict of interest shall be disqualified*. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
 or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business."

7. The following clause is added under clause 1.10 Security Deposit in Vol-1C:

Clause No 1.10.8 of Vol-IC General Conditions of Contract: <u>Timely Submission of Security Deposit</u> for Execution of the contract: "Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced

E-Tender Spec No: BHE/PW/PUR/HAZIRA HRSG3/2835

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Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest."

8. Acceptance of Bank Guarantee (BG)

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

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

"Bank Guarantee issued by:

a. Any of the BHEL consortium bank listed below:

State Bank of India

ABN Amro Bank N.V.

Bank of Baroda

Canara Bank

Citi Bank N.A.

Corporation Bank

Deutsche Bank

HDFC Bank Ltd.

The Hongkond and Shanghai Banking Corporation Ltd

ICICI Bank Ltd.

IDBI Ltd.

Punjab National Bank

Standard Chartered Bank

State Bank of Travancore

State Bank of Hyderabad

Syndicate Bank

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

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

9. Broad Terms & Conditions of Reverse Auction:

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (https://www.bhel.com/guidelines-reverse-auction-2021) 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."

E-Tender Spec No: BHE/PW/PUR/HAZIRA HRSG3/2835	Page 45 of 83

Note:-

- 1. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 10. Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC
- 11. Price Variation Compensation Clause no 2.17 of standard GCC shall not be applicable
- **12.** Overrun compensation clause no. 2.12 of standard GCC shall not be applicable
- 13. LIQUIDATED DAMAGES/PENALTY: As per clause no. 2.7.9 of GCC with the amended of Liquidated Damage/Penalty at the rate of 0.5% of the contract value, **per day** of delay or part thereof subject to a maximum of 10% of the contract value.
- 14. Progress Monitoring, Monthly Review and Performance Evaluation of Vol-I BCD is not applicable. Separate Performance evaluation as per SAS format shall be considered for evaluation purpose.
- **15.** Interest bearing recoverable advances- Cl no. 2.13 of GCC, is not applicable.
- 16. Performance Guarantee of Workmanship/negligence/omission for the work done / Defect liability period shall be as per 2.24 of GCC with the amendment in Cl 2.24.1 as **06 months commencing from** the date of Performance Run Test.
- 17. Customer Approval: Applicable for L-1 bidder. Customer Approval is required after Price Bid Opening/RA for further awarding of work

Registered Office: BHEL House, Siri Fort, New Delhi - 110 049, India Website: www.bhel.com

BHEL PSWR

Notice E-Tender Spec No: BHE/PW/PUR/HAZIRA HRS	Inviting Tender GG3/2835	Page 46 of 83
Bid Sec	urity Declaration	ANNEXURE-13
(To be typed and submitted in the	Letter Head of the Cc	ompany/Firm of Bidder)
To,		
GM/Purchase BHEL PSWR Floor No. 5 & 6, Shree Mohini Complex, 345-Kingsway, Nagpur-440001		
Dear Sir/Madam,		
Sub: Bid Security Declaration		
E-Tender Spec No: BHE/PW/PUR/HAZIRA HRSG3/2835		
JOB Description:		
WORK FOR CAPACITY ENHANCEMENT OF 100TPH AFBC I GUAJARAT	3OILER UNIT # 1 AT BII	RLA CELLULOSIC PLANT KHARACH, KOSAMBA
I/We Mr/ Msauthorise captioned scope do hereby declare that I/We had and condition mentioned in the tender documents.	ave gone through the	e entire tender documents including term
2. I/We further declare that we will not withdraw bid after the deadline for submission of such doc		ur offer during the period of validity of the
3. If I/we withdraw or modify the bids during the position sign the contract, if applicable or to submit secundary suspended for the period of time as specific bids/proposals to BHEL.	rity deposit as define	ed in the tender document/LOA, we will be
	(With	Signature of the Authorised Signatory

Place: Date:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

Sl No	DESCRIPTION	Chapter		
Volume-IA	Part-I: Contract specific details			
1	Project Information	Chapter-I		
2	Scope of Works	Chapter-II		
3	Special Terms and Other Conditions	Chapter-III		
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV		
5	Quality Requirements	Chapter-V		
6	Time Schedule	Chapter-VI		
7	Terms of Payment	Chapter-VII		
8	Taxes and other Duties	Chapter-VIII		
9	Price Break Up/Weightage	Chapter-IX		

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter - I : PROJECT INFORMATION

1.0			Project Information
	1)	Purchaser :	M/s ONGC Limited
			Hazira Gas Processing Complex
			ONGC Nagar (P.O.), Suirat- 394518, India
	2)	Project Title :	Replacement of evaporator module of HRSG #3 of Co-gen Plant, Hazira , ONGC
		Hazira Plant, ON	GC Nagar, Surat, Gujarat India
	3)	Railway Station:	Surat
	4)	Nearest airport:	Surat

The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data/information as may be necessary shall have to be obtained /collected by the Bidder.

TECHNICAL SPECIFICATIONS

Equipment Name	HRSG-III
Tag No.	26-X-001
Туре	Horizontal, Natural Circulation, Single Drum, Single Pressure,
	Duct Fired, Water Tube Boiler.
Make	BHEL
Operating Conditions	Saturated High Pressure Steam:
	Design Pressure: 45 Kg/Cm ²
	Design Temp.: 286º (258 +28) C
	SH. Outlet Pressure: 38 Kg./cm ²
	SH. Outlet Temp. 249° C
	Qty.1 X 51 T/Hr

Evaporator Pipes:

Dimension	:	Ø 51 mm X t 3.0 mm
Qty. / Module	:	23X 2= 46 Nos (8 Nos. Module) (01 no. Module with out
		fin)
Tube material	:	SA 210 Gr.A1

Riser Tubes:

Dimension	:	Ø 127 mm X t 8 mm	
Qty. / Module	:	5 X 4 = 20 Nos. (5 Nos. Module)	
Tube material	:	SA 106 Gr. B	
Dimension	:	Ø 88.9 mm X t 5.49 mm	
Qty. / Module	:	4 X 3 = 12 Nos. (3 Nos. Module)	
Tube material	:	SA 106 Gr. B	

<u>Scope of Work:</u> Dismantling, Erection and assistance in commissioning including Unloading & Handling of materials <u>for REPLACEMENT OF EVAPORATOR MODULE OF HRSG #3 OF CO-GEN PLANT, HAZIRA, ONGC HAZIRA PLANT, ONGC NAGAR, SURAT, GUJARAT INDIA</u>

The work under the scope of these specifications is broadly as follows:

PRE SHUTDOWN WORK

- 1. Mobilization of site.
- 2. Arranging Gate pass, Insurance & Accommodations to the contract personnel.
- 3. Shifting of material and T&Ps at site.
- 4. Shifting of special T&Ps to working floor.
- 5. Contractor shall visit the Site, for assessment of the nature & quantum of the job at Site.
- 6. Contractor shall arrange all lifting & shifting tools & tackles, mobile Cranes, fork lifters, chain pulleys, wire ropes & Belts, D-Shackles, jig & fixtures etc. for shifting & handling of the material before commencement of the job at Site.

1. UNLOADING OF MATERIAL, PRESERVATION & Storage (approx. 53 MT)

- I. Receipt of 1st consignment/supply is estimated in Sept2023. Supplies will be completed progressively by December2023. This is tentative.
- II. Materials supplied/unloaded will be as per BOM as mentioned under clause no.1.1
- III. Bidder to arrange Manpower and make arrangement for T&P receipt and unloading of materials.
- IV. Required T&Ps for Material Management work:
 - (a) 18-20 T Franna Pick and Carry Crane: 1 no.
- V. All the T&Ps should be load tested and should be with valid load test certificate.
- VI. The bidder has to make arrangements for tarpaulins to cover the insulation and electronics items. Entire materials /spares/items shall be provided rain protection packing at site. BHEL/ONGC shall indicate the place at site for storing the material. Provided area for storage will secured by BHEL (Security of material will be in BHEL's scope). All the materials to be stored most likely in the vicinity of HRSG.

- VII. Elevated platform with tarpaulin protection, if required for the storage of insulation, to be built by the bidder.
- VIII. Bidder shall arrange required Wooden sleepers.
 - IX. Storage space will be provided by ONGC/BHEL. Unloading of Material is in the scope of the contractor. Preservation of the material is in the scope of the contractor.

1.1 BOM for replacement of Evaporator modules

1.1.1 Evaporator Modules 01 bare tubes_1 Module

SL.NO.	DESCRIPTION	DRAWING NO. (BHEL(T))	MATL. SPECN.	QTY (Nos')	UNIT WEIGHT (kgs)	Total weight per module (kgs)
1	TUBE D 51 x 3, L=7310.5	4-HV-101-00318	SA 210 Gr A1	2	29.4	58.8
2	TUBE D 51 x 3, L=7310.5		SA 210 Gr A1	44	29.43	1294.92
3	TOP HEADER PIPE D219.1 x 12.7, L=2865		SA 106 Gr B	1	182.4	182.4
4	BOTTOM HEADER PIPE D219.1 x 12.7, L=2865		SA 106 Gr B	1	182.4	182.4
5	END COVER t=25	4-HV-101-00303	SA 516 Gr 70	4	5.55	22.2
6	NIPPLE D127 x 8	4-HV-101-00299	SA 106 Gr B	4	3.1	12.4
7	NIPPLE D127 x 8	4-HV-101-00300	SA 106 Gr B	2	5	10
8	LUG	4-HV-101-00254	SA 387 Gr12	2	1.18	2.36
9	SACER PL.8X50X50		IS2062Fe410A	4	0.16	0.64
10	MODULE SPACER	3-HV-101-00157		1	37	37
11	BAFFLE BAR	3-HV-101-00159		2	25.6	51.2
12	SPACER BAR	3-HV-101-00160	SA240 TYPE304	1	10.2	10.2
13	SPACE CLIP	4-HV-101-00304	SA240 TYPE304	44	0.47	20.68
14	PL 6X51X80		SA240 TYPE304	2	0.2	0.4
15	BACKING RING PIPE D108X8; L=50		SA 106 Gr B	6	0.97	5.82

	Weight of bare		1891.42
	module		

Evaporator Modules (02-08) Finned tubes_7 modules

1.1.2

SL.NO.	DESCRIPTION	DRAWING NO. (BHEL(T))	MATL. SPECN.	QTY (Nos	UNIT WEIGHT (kgs)	Total weight (kgs)
1	SPIRAL FINNED TUBE D 51 x 3, L=7310.5	4-HV-101- 00316	SA 210 Gr A1	2	84.58	169.16
2	SPIRAL FINNED TUBE D 51 x 3, L=7310.5		SA 210 Gr A1	44	84.58	3721.52
3	TOP HEADER PIPE D219.1 x 12.7, L=2865		SA 106 Gr B	1	182.4	182.4
4	BOTTOM HEADER PIPE D219.1 x 12.7, L=2865		SA 106 Gr B	1	182.4	182.4
5	END COVER t=25	4-HV-101- 00303	SA 516 Gr 70	4	5.55	22.2
6	NIPPLE D127 x 8	4-HV-101- 00299	SA 106 Gr B	4	3.1	12.4
7	NIPPLE D127 x 8	4-HV-101- 00300	SA 106 Gr B	2	5	10
8	LUG	4-HV-101- 00254	SA 387 Gr12	2	1.18	2.36
9	SPACER PL8 x 50 x50		IS 2062 Fe 410A	4	0.16	0.64
10	MODULE SPACER	3-HV-101- 00158	WELDMENT	1	34.4	34.4
11	SPACER BAR	3-HV-101- 00161	SA 240 TYPE 304	1	11.3	11.3
12	BAFFLE BAR	3-HV-101- 00167	SA 240 TYPE 304	1	33.8	33.8
13	PL 6 x 25 x 76		SA 240 TYPE 304	18	0.09	1.62

14	BRACING RING PIPE DIA 108 x 8, L = 50	SA 106 Gr B	6	0.97	5.82
		Weight per module			4390.02
		Weight of 7 finned tube modules			30730.14

1.1.3 RISER PIPES and FEEDER PIPES

SL No.	DESCRIPTI ON	DRAWING NO.	Size	MATL. SPECN.	QT Y	UNIT WEIGHT (kgs)	Total weight (kgs)	Remar ks
3.1	RISER PIPES							
1.1		3-07-206- 81704	D 127x8	SA106 Gr B	4	55	220	
1.2		3-07-206- 81705	D 127x8	SA106 Gr B	4	48	193	
1.3		3-07-206- 81706	D 127x8	SA106 Gr B	4	42	169	
1.4		3-07-206- 81707	D 127x8	SA106 Gr B	4	38	152	
1.5		3-07-206- 81708	D 127x8	SA106 Gr B	4	39	154	
1.6		3-07-206- 81709	D 88.9x5.49	SA106 Gr B	4	21	84	
1.7		3-07-206- 81710	D 88.9x5.49	SA106 Gr B	4	21	86	
1.8		3-07-206- 81711	D 88.9x5.49	SA106 Gr B	4	28	114	
								1171
4	FEEDERS	1-HV-201- 00178						
4.1	Elbow	4-HV-201- 00306	D 127x12.5	SA234 WPB	8	14.8	118.4	
4.2	Nipple	4-HV-201- 00307	D 127x8	SA106 Gr B	8	4.62	36.96	
4.3	Nipple	4-HV-201- 00308	D 127x8	SA106 Gr B	4	4.62	18.48	
4.4	Pipe	4-HV-201- 00309	S108x8. L- 150	SA106 Gr B	8	1	8	

4.5	Nipple	4-HV-201-	D	SA106	4	6.78	27.12	
	FFFDFDC	00305	60.3x8.74	Gr B				
	FEEDERS	1-HV-202-						
4.6	Ella a	00179	D 427-42 F	64224	1	110	20.6	
4.6	Elbow	4-HV-201-	D 127x12.5	SA234	2	14.8	29.6	
4.7	Nicolo	00306	D 4370	WPB	1	4.62	0.24	
4.7	Nipple	4-HV-201-	D 127x8	SA106	2	4.62	9.24	
4.0	Al: I	00307	5.427.0	Gr B	1	4.62	0.24	
4.8	Nipple	4-HV-202-	D 127x8	SA106	2	4.62	9.24	
		00348		Gr B				
4.9	Elbow	4-HV-202-	D 108x8	SA234	6	11.4	68.4	
		00310		WPB				
4.01	Nipple	4-HV-202-	D 108x8	SA106	4	3.89	15.56	
		00311		Gr B				
4.11	Nipple	4-HV-202-	D 108x8	SA106	2	7.84	15.68	
		00312		Gr B				
4.12	Pipe		S108x8. L-	SA106	8	1	8	
			50	Gr B				
4.13	Nipple	4-HV-201-	D	SA106	4	6.78	27.12	
		00305	60.3x8.74	Gr B				
								391.8
5	Expansion bellows (HRSG duct and stack)							
5.15	Expansion		3048		1	_	_	SUB
.2	bellows at HRSG inlet duct		mmx3048 mm					DELIVE RY
4.2	Expansion bellows at HRSG stack inlet		7210 mmx3090 mm		1			SUB DELIVE RY
6	Cross							
	over,							
	vents,							
	drains							
6.1	Cross overs		Not Applicable to Evaporator modules					

6.2	Vent		D33.4x3.38	SA106G	200	2.50	500	
	piping			r.B	М			
6.3	Drain		D33.4x3.38	SA106G	200	2.50	500	
	piping			r.B	М			
6.4	Drain		D48.3x3.68	SA106G	150	4.04	607	
	piping			r.B	М			
6.5	Drain		D60.3x3.91	SA106G	200	5.43	1086	
	piping			r.B	М			
7	INSULATI		Ceramic			4000	4000	
	ON		wool-					
			DENSITY					
			RT128					
			kg/m³					
8	DUCTING		PL.6mm	IS2062		7500	7500	
9	IBR Valves		NB25/HO/	A105	25	5		BHEL
			1500#/SW	(CS)				valves
			/A105					
10	Cladding							
	sheet and							
	Pins							
10.1	CLADDING			SA240T		3000	3000	2.0
	SHEET			P409				mm
								thick
10.2	CLADDING			SS		1000	1000	
	PINS							
	(Fixing							
	componen							
	ts)							
11	METALLIC		SA240TP31	SS	-	46 Nos	-	SUB
	EXPANSIO		0 (Bellow					DELIVE
	N		Material)					RY
	BELLOWS		D168.3X35					
			0L _22Nos,					
			D127X350L					
			_ 14 Nos					
			D88.9X350					
			L- 5 Nos					
			D114.3X35					
			0L- 5 Nos					
	ı	ı	1	1		Cub Total	10755	

Sub Total 19755

Total Modules Weight 32622

Ducting , Insulation & Loose 19755 Items

Total BOM weight (KG)

52377

2. Dismantling: - (Approx. Dismantling Weight – 53 MT)

- 1) Tentative time of start of work will be after completion of supplies and intimation from ONGC.
- 2) Dismantling of HRSG casing, roof sheeting and structure for removal of the modules. (During execution, if replacement of roof sheeting is required to be carried out or any part of the boiler gets damaged, shall be replaced by the bidder safely.)
- 3) Structures at suitable locations to be cut and strengthening of structure to be done to facilitate the removal and reception of the module.
- 4) Displacement of riser and feed pipes and cross over vents etc.
- 5) Dismantling of insulation at locations wherever required.
- 6) Removal of Metallic bellow at HRSG outlet duct & stack inlet.
- 7) Dismantling of structure/platforms/Structural supports wherever required to facilitate the replacement of evaporator module.
- 8) Dismantling of existing vents and drain lines.
- 9) Dismantling of Metallic expansion bellows of riser and feeder pipes.
- 10)Dismantling of baffle plates wherever required for facilitating erection and welding of newly supplied SH-II loop tubes.
- 11)Dismantling tonnage may vary as it may require dismantling & restoration of items to facilitate erection & welding of newly supplied materials.
- 12) Preparation for carrying out dismantling of Existing Evaporator Modules (8 Nos.) and its disposal at required location within premises of the ONGC Hazira Complex.
- 13)Recording of measurements / clearances / operational parameters are to be noted by the contractor before dismantling the unit and same are to be maintained after erection & commissioning of the HRSG # 3.

3. Erection: - (Approx. Erection Weight- 53 MT)

- 1) Erection of 8 nos of evaporator modules.
- 2) Refer Drg No. 10056191685-05-00_GA EL, enclosed as Annexure I & drwng No. 10056191686-05-00_GA EL enclosed as Annexure II

- 3) Assembly of riser pipes from Evaporator modules to Drum and Other drawings shall be assisted during execution of the job.
- 4) Erection of links from feeder pipe to evaporator module.
- 5) Erection of metallic expansion bellows of riser and feeder pipe links.
- 6) Restoration of MTM pads and thermocouples.
- 7) Fitting and welding of Baffle plates for evaporator modules and other attachments, supports etc. as per drawings. And restoration of Evaporator duct to its original shape & size.
- 8) Re-installation of vibration snubbers.
- 9) Ceramic insulation of HRSG at palces where insulation was removed.
- 10) Re-installation of skin casing of HRSG.
- 11) Erection of 02 Nos. expansion bellows (HRSG outlet duct and stack inlet)
- 12) Restoration of Economizer section, flue gas duct & associated area of the boiler to its original shape & size.
- 13)Re-installation of vents and drain pipes along with valves. Vendor to arrange pipe bending machine. No pipe bends will be provided for 1" or 2" vents and drain lines.
- 14)Re-installation of lines that were cut to facilitate the replacement of evaporator modulues.
- 15)Re-installation of platform/structures that were cut to facilitate the replacement of evaporator module.
- 16)Installation/modification of any platform/structure after erection of evaporator module.
- 17) All the drains, vents, instrument tapping (NB 15, 25, 40) valves (on boiler pressure parts) shall be with 2 valves in series, and class 1500.
- 18) Final touch-up painting along with paints.
- 19) After completion of the job in all respects the boiler has to be pressure tested at required pressure hydraulically. The hydraulic test is to be witnessed by the inspector of boilers and test certificate is to be obtained from The Director (Steam Boilers). Any statutory fees to be remitted for the above certification will be done by the Contractor. All transportation for bringing the Boiler Inspector to ONGC Site and back will be in the Scope of the Contractor.
- 20) Manpower supports for Alkali boil out.
- 21) Any work not specifically mentioned in the scope of work but required to be carried out for successful completion of work will be in bidder scope.
- 22) Materials, Radiography, MPI, NDT (DP & RT) & SR Tests and other required formalities pre & post job execution including on-going job activities that requires approval from IBR Authorities shall be done by the contractor at their risk & cost.

SPECIAL NOTE:

- 1. Total no. of HP joints size 88 NB 12
 - i. HP joints size 108 NB 12
 - ii. HP Koint size 127 NB -40
- 2. These are approximate number of joints & may vary as per actual. Also, the number of joints may increase due to cutting of other links or pipes at suitable location for facilitation of erection & welding purpose.
- 3. RT will be for 20% of joints/welder/shift for 51 NB or lower size joints. For higher size joints of 273 NB and above, RT will be 100%.
- 4. Any Minor civil work required for movement of material or equipment or crane will be bidders scope.
- 5. All the dial gauges & flash back arrestors of Gas cyclinder should be ISI marked. Test certificates of all the gas cyclinders should be available.
- 6. All the scaffolding pipes should be in good condition and all the planks should be metallic with hooks for coupling with tubes or scaffolding coupler pipes.
- 7. All the lifting and shifting equipments should have valid test cerficated by competent authority of Gujarat state.
- 8. Pipe bending machine for bending 1" and 2" pipes to be arranged by bidder.
- 9. Normally Hot work is permitted on Working Days, from 0930 to 1800 hrs Extended working hour permission upto 2000 hrs and Holiday working permission can be granted on minimum two day prior intimation.
- 10. Contractor has to arrange Welding Sets, Cutting Sets, Portable Grinding Machine, Hydraulic Jacks and other required tools & Tackles to complete the job at Site including flameproof connection points as per ONGC safety norms. Welding Electrodes are to be used confirming to AWS / IBR Standards. All welding jobs shall be executed by IBR approved welder holding valid certificate during execution of the job and copy of the Certificate is to be submitted before commencement of the job at Site. Under any circumstances, no other Welder (without IBR Welder Certificate) will be allowed to do any welding job.
- 11. Contractor shall follow all rules and regulation with regard to safety & security prevailing in ONGC, Hazira Plant. Contractor is fully responsible for the safety of his workman and necessary insurance has to be obtained and submit to the ONGC Engineer In-charge or representative.
- 12. The test certificate issued by inspectorate of Boiler after hydraulic test is to be submitted to BHEL by contractor.

Statutory and regulatory Requirements -

 All coordination & liaisoning with IBR authorities and obtaining approvals wherever required.

- Contractor has to obtain vessel entry permission from the local statutory authorities as per Gujarat factory rules 1963 & subsequent amendments and remit the concerned fees to them.
- Contractor should possess valid certificate issued by directorate of factories/Boiler for carrying out the subject job.
- Contractor should obtain formal statutory clearance from chief inspector of Boilers to carry out erection & welding of piping/pressure parts under IBR purview. Arrangement for the visit of Boiler Inspector for field inspection, hydraulic test etc. is in the scope of contractor, and necessary drawing/details only will be given by BHEL.
- All necessary certificates and licenses, permits & clearances required including IBR certificates / license/clearance to carry out this work from the respective statutory/local authorities are to be arranged by the contractor at his cost in time to ensure smooth progress of work

3.1 SPECIAL TERMS AND CONDITIONS:

- 1. Bidder has to follow all the guidelines issued by local authorities & customer regarding COVID 19.
- 2. Medical Fitness Certificate of each worker from a registered Hospital to be submitted.
- 3. All expenses related to above situation shall be borne by bidder; no separate compensation shall be entertained by BHEL.
- 4. The bidder shall submit following documents to the BHEL Engineer in charge before starting of the work at site:
 - a) Valid labour license of total Nos. of labours.
 - b) Valid labour Insurance policy to cover all the workers.
 - c) A photocopy of employment card issued to each worker as per format prescribed in factory rules.
 - d) List of safety appliance provided by the contractor to their workers with receipt.
 - e) Valid test certificate issued by competent authority as per factory rules for the T&P (like pulling / lifting devices, slings, machines etc.) to be utilised at site. All tools and tackles are to be load tested by a competent authority of Gujarat state. Load test certificate of other stares are not valid.
 - f) List of personnel's and workers deputed / deployed along with their full address proof, Police verification etc., shall be get done of his workers by the contractor.
 - g) Submission of Indemnity Bond.
- 5. Machining of any component (if required) shall be done by Bidder.
- 6. Subcontractor should assure that the modification work covered in the scope of this offer will be conducted with the best of skills and know how available with Subcontractor and in conformance with the tolerances set forth in manufacture's drawing instruments and other information's furnished to Subcontractor.
- 7. Bidder shall visit site well in advance for identification & to ensure availability of required special T&P as well as other infrastructure required for carrying out the work.
- 8. All consumables required for the job will be in bidder's scope.
- 9. All consumables and welding electrodes as per EWS required for the job will be in bidder's scope.
- 10. The various setting, adjustments and benchmarks will be restored to the extent possible during modification to the condition as per the erection and commissioning log sheets available with customer. If however we are not able to produce erection / commissioning log sheets, efforts will be made to attend the best possible parameter or the conditions as observed at the time of dismantling of the equipment in consultation with BHEL Engineer.
- 11. Subcontractor must prepare PERT CHART/BAR CHART. Daily monitoring will be done jointly and log sheets of important activities should be noted down and signed jointly.

- 12. Daily work planning, scheduling & reviewing of work will be done by the party every morning & evening and program must be submitted on daily basis to EIC.
- 13. All the works shall be carried out as per the instructions and to the satisfaction of the Engineer In-charge.
- 14. The contractor will attend contributory to faulty and poor workmanship during commissioning and trial run of the equipment.
- 15. It is the responsibility of contractor to keep the plant, equipment, machinery and surrounding area clean.
- 16. Removal of insulation and through cleaning of subjected area is in the scope of bidder. The same to be shifted to nearest marked area by customer.
- 17. The names of working persons like Site in-charge, supervisors, foreman, main fitters to be deployed during the job with full details has to be submitted stating their area of work and experience and specialization of the work to site in-charge before the start of work. BHEL may ask to change/delete the person not found suitable for the work at any point of time during execution of job. For any addition and deletion of the working person prior permission from BHEL shall be taken.
- 18. Subcontractor has to ensure that all the key persons must continue till completion of job i.e. until the completion of Demonstration Test. Subcontractor manpower (adequate) should remain at site for a period of **03 days after** completion of Demonstration Test.
- 19. Mobilization of full strength shall be done within **07 days on receipt of LOI & Intimation from BHEL.**
- 20. Work distribution sheet for all the workers/supervisors deployed shall be submitted to BHEL one day in advance on daily basis.
- 21. Subcontractor should mobilize additional resources such as plant, equipment's, material as may be required by site in-charge to improve the progress of the work if the progress of the work is not satisfactory.
- 22. Party has to quote lump sum rate for all activities mentioned in the price bid as the actual quantities may vary during execution of modification work of the unit for which the contractor is not permitted to raise any dispute or claims. Items mentioned as optional will be taken up depending on condition, availability of spares and requirement.
- 23. Radiography, NDT, pre-heat, DPT, UT and stress relieving of the joints are in the scope of the contractor and to be performed as per Erection welding schedule/Quality plan.
- 24. Removals of insulation are in the scope of the contractor.
- 25. Scrap & insulation etc. is to be shifted to scrap disposal area as indicated by the Site-in-charge.
- 26. One administrative personnel to control the resources and attendance of the workers to be ensured.
- 27. Contractor shall arrange certified HP welder for welding job as required whose welding test will be conducted.

- 28. Argon, Oxy- Acetylene gas shall be arranged by the contractor with cutting/welding set / argon welding set and other welding appliances. Welding Sets, Cutting Sets, Portable Grinding Machine, Hydraulic Jacks and other required tools & Tackles to complete the job at Site including flameproof connection points as per ONGC safety norms.
 - 29. If the duration of work continues beyond stipulated period due to any reason, no claim for compensation will be entertained.
 - 30. The work details are brief & for Subcontractor knowledge only. Subcontractor will have to do all the related works as per requirement.
 - 31. The contractor will be responsible to pay the damages to the property of Board or individual caused by his worker during the course of contract. If the contractor fails to pay the same it will be recovered from his bill.
 - 32. No compensation claimed for idle labor for any reason will be entertained by BHEL.
 - 33. All general tools and plants for execution of the work will have to be arranged/ maintained by the contractor at his own cost & risk.
 - 34. In normal course, the interpretation of the under signed on any matter or decision given by him on any disputable points will be final and binding on the contractor.
 - 35. Successful bidder is to obtain labor license before the start of the work.
 - 36. Successful bidder is to obtain necessary "No Dues" certificate before de-mobilization from site.
 - 37. LAP-TOP with latest configuration, DVD/CD writer/pen drive, its peripherals including printer-scanner and one USB Modem for Internet connectivity to be provided for BHEL site office.
 - 38. Sufficiently adequate man power T&P and other resources should be mobilized by the contractor progress with standby technicians to be deployed immediately if need arises. Offer should be submitted considering these requirements.
 - 39. Scaffolding pipes, clamp, are to be arranged by Sub-contractor for various platforms and Safety will be taken on priority basis. ALL THE TEMPORARY PLATFORMS ARE TO HAVE TOE GAURDS AND PLANKS SHOULD HAVE HOOKS FOR COUPLING WITH TUBES/SCAFFOLDING PIPES & COUPLERS.
 - 40. Contractor reconciles the material and submits along with the bill. To credit the balance spares worn out articles/spares and scrap in the main store.
 - 41. Contractor shall clean the surrounding working area within three days immediately after completion of work/ Machine taken onto barring.
 - 42. Give proper assistance to maintain the readings at site for the protocol.
 - 43. Adequate numbers of tarpaulin are to be arranged by the sub-contractor for covering of various equipment during insulation removal / application.
 - 44. Ultrasound test kit, DP Test kit of standard makes like ITW SIGNODE / CHECK MATE / ORION 400 ml Aerosol cans and suitable colour paint to repaint the weld joint after DP test along with required accessories and consumables

- 45. Transportation of material required during works from central work shop to site is in the scope of bidder. Mobile crane/ Pick and carry carne and Tractor/ trailer/Truck with operator for transporting, / loading/ Unloading of materials is to be arranged by the bidder. Required Diesel for the above shall be in bidder's scope.
- 46. CONTRACTOR SHOULD ENGAGE AT LEAST 02 QUALIFIED Certified SAFETY OFFICER DURING THE CONTRACT PERIOD IN CONSULTATION WITH BHEL SITE-IN-CHARGE. SAFETY OFFICER SHOULD BE QUALIFIED FROM APPROVED INSTITUTE.
- 47. Contractor should engage 01 quality Engineer for the entire work duration.
- 48. **Accommodation** for the sub-contractor's manpower will be in bidder's scope.
- 49. Electrical supply will be provided by customer. Contractor has to install a Panel board for required rating for supply distribution. Panel board should have RCCB. All the welding machines should have RCCB and individual sockets should have MCB.
- 50. 24 V lighting arrangement to be done for local area and confined space by the bidder.
- 51. Electrical power arrangement shall be made by ONGC and all FLP lighting/ working fixtures (24/110 /230 V) has to be arranged by contractor.
- 52. All tools & tackles including special tools required for successful completion of job shall be arranged by contractor only.
- 53. ONGC shall provide free Service Water, Air and Electricity nearer to the HRSG Boiler; further any power cable extension required for the site job shall be arranged by the Contractor by arranging requisite size & type of Power Cables, Hoses etc.
- 54. Safety penalties and inspection of all T & Ps to be as per ONGC. All daily formats and inspection related to safety are to be complied with as per customer safety policy.
- 55. Contractor shall arrange vehicle for his manpower transportation.

Contractor's Vehicle Entry to Plant

- i. Entry of automotive vehicles within plant premises is prohibited unless authorized by Fire
 & Safety Permit issued by competent authority.
- ii. Vehicle shall be in good condition, and ONGC Safety Section is satisfied with its condition.
- iii. All documents of the Vehicle, viz. Registration, Fitness (if applicable), Insurance, PUC etc. are available in original.
- iv. Person proposed to drive it, is having valid Driver License for the type of the vehicle proposed to be used, and shall also have valid ONGC Plant Entry gate Pass.
- v. Vehicle is fitted with approved Spark Arrestor in its Exhaust.
- vi. Vehicle is used strictly as per the instruction for use inside the plants and only on the route permitted.
- vii. Contractor shall apply in the prescribed format along with copy of all of the vehicle documents, and present original for verifications.

56. Work Permit System:

There are two types of work Permit being followed at ONGC Hazira plant, viz., Cold Work Permit and Hot Work Permit.

Cold work Permit is required for any work inside the Hazira Plant. Cold work Permit will be issued by the Area Incharge, for a period of 07 days, for a normal working time from 0845 hrs to 1815 hrs on each workday. The Work Permit will have to be renewed by signing in each shift, by Issuer (Area Incharge), Executer (Engineer Incharge), and shift Incharge of the Control Room. It will be contractor's responsibility to get the above signatures and keep the Work Permit available at the work site, for inspection of any authority.

Extended working hour permission upto 2000 hrs and Holiday working permission can be granted on minimum two day prior intimation.

Hot Work Permit is required for any welding, cutting, grinding, chipping work and also for work on heights above 2 meters from the ground level. Hot work Permit shall be issued by the Area Incharge, for a period of Seven Days, and has to be signed by Safety & Fire Departments also. ONGC Hazira Fire Team shall remain present at work site, during execution of the Hot Work. Normally Hot work is permitted on Working Days, from 0930 to 1800 hrs. It is also to be renewed every shift, in the same way as Cold Work Permit

NOTE:

- 1. The specific (minor) work which is not mentioned in the scope of work but required to be carried out for completion of subject work is in the bidder's scope.
- 2. Decision of BHEL site in charge regarding interpretation of the scope of work shall be final.

LIAISON WITH ALL STATUTORY AUTHORITIES:

- a) Compliance of statutory provisions, whether mentioned in this contract or not shall be binding on the contractor.
- b) If there is any change in labour laws after the contract has been awarded, then the new law shall automatically be binding on the contractor.
- c) No additional financial compensation shall be paid by BHEL to the contractor on account of increased expenditure caused by a) and b) above.
- d) Liasoning with local commercial tax dept. to obtain Coml. Tax exemption certificate.

3.3 PAYMENT TO WORKERS:

- a) Payment to workers shall be done in the presence of BHEL representative or through bank account only.
- b) The contractor shall intimate the day of payment at least three days in advance in writing along with copy of the pay sheet and attendance cards.
- c) All workmen shall be covered by PF Rules irrespective of their period of employment.
- d) Payment shall be made inside the plant premises and during office hours.

3.4 **SUBMISSION OF DOCUMENTS:**

The contractor shall submit following documents at appropriate time either before or during the execution of the work and as directed by Site in-Charge.

- 1. Test certificates of Pulling and Lifting machines and appliances.
- 2. Details of workers to be deployed with name, address, category.
- 3. Details of supervisory staff to be deployed.
- 4. Authorization for receipt of materials and for signing of Measurement Books etc,
- 5. Labour license specific to the contract.
- 6. List of T&P brought into plant premises along with their serial numbers and dates/years of purchase.
- 7. All the Staff/Workers deputed for the Job should have Insurance Cover and document in this regard should be submitted along with 1st RA Bill.
- 8. List of consumables brought into plant premises along with their serial numbers and dates/years of purchase, along with test certificates wherever applicable.
- 9. Insurance policy for the workers to be deployed in this contract.
- 10. Safety undertaking.
- 11. Copy of ESI certificate to be furnished.
- 12. Proof of Payment of GST.

(Sl.No.11 to 12 are required before final bill is processed).

The contractor shall submit following documents in report form within 15 days from commissioning of unit after the overhaul/shut down work is completed:

- Details of work executed.
- Measurements against different schedules in compiled form.
- Material issue details.
- Material consumption details.
- Material returns details.
- Details of retrenchment benefits given to workmen.
- Details of issue of PF slip to workmen.
- Details of settlement of accident benefits if any to workmen
- Copies of pay sheets to workmen.
- Details and proof of remittance of PF to workmen (before final bill).
- No dues clearance from different stores of customer
- Valid labour license

3.5 Statutory Inspection

Please refer General and Special Conditions of Contract. In addition to it the scope includes getting the approvals from the statutory authorities (like IBR, smoke nuisance inspector, anti-pollution authorities, labour officials). This includes arranging for inspection visits of such authorities periodically as per requirement, submitting documents etc. and payment of fees connected with it.

3.6 Safety:

Contractor should engage at least One Qualified Engineer in each shift during the contract period. Strict Safety measures have to be followed at Site. Contractor shall also adhere to all the safety provisions of our customer. In case violation of any provision at site fine of Rs.500/- to Rs.2000/- at the discretion of our site in-charge shall be imposed for each of such occasion and shall be recoverable from the contractor's bill.

- 1. The contractor should ensure the use of 24 volt hand lamps and 24 volt transformer by his workers. The all electrical gadgets shall have plug top & proper earthing.
- 2. All T&P like pulling and lifting machine, chain pulley blocks, slings, D-shackles should be maintained in proper working condition. Necessary test certificate has to be submitted by contractor for lifting tools & tackles.
- 3. The contractor shall be fully responsible for the safety of his workers.
- 4. The Use of ISI mark safety helmet, ISI mark safety shoes, Goggles, hand gloves, ear plugs and nose mask is a must. In addition to this, a full body (safety) harness, face shield must be provided to workers carrying out work at height &cutting/ welding/ grinding respectively. Gas cutting set with flash back arrester etc. should be provided by the contractor and should ensure the use of these safety equipment's, all PPE by his worker while working.
- 5. Scaffolding should be erected properly and strong enough with hand rails and it should not be used before getting it checked by Engineer-in-charge.
- 7. The contractor shall be solely responsible for the safety of his workers & employees. The contractor must ensure that the persons working in specialised nature jobs/ skilled jobs/ working with the welding machines, grinders, cutting set & other special T&P shall be having experience & expertise to perform that job. Contractor should engage physically and mentally fit manpower. The electrical connection / repair jobs shall be done only by the electricians.
- 8. The contractor shall ensure that prior to start of work all his workers shall get the safety training.
- 9. The contractor shall also take care for the safety of the equipments & persons working in the vicinity.
- 10. Customer at its own discretion may decide to recheck / retest some or all of the T&P / machines of the contractor inside the plant premises.
- 11. The helmets, safety shoes and safety belts issued by the contractor shall be conforming to relevant IS standards.
- 12. The contractor shall maintain the first aid box at site.
- 13. Safety Violation penalty of Birla Cellulose kharch is attached as per list. In case of any penalty levied on BHEL by customer due to any safety violation/lapses by sub-contracting acency, the same will be debited to the sub-contracting agency.

3.7 PROVISION OF PPEs

- Personnel Protective Equipment (PPEs), in adequate numbers, will be made available at site & their regular use by all concerned will be ensured
- The following matrix recommends usage of minimum PPEs against the respective job.

SI.NO	Type of Work	PPEs
1	Concrete and asphalt mixing	Nose mask ,hand glove ,apron and gum boot
2	Welders/Grinders/Gas cutters	Welding/face screen, apron, hand gloves, nose mask and ear muffs if noise level exceeds 90dB. Helmet fitted with welding shield is preferred for welders
3	Stone /concrete breakers	Ear muffs, safety goggles, hand gloves

4	Electrical Work	Rubber hand glove, Electrical Resistance shoes
5	Insulation Work	Respiratory mask, Hand glove, safety goggles
6	Work at height	Double lanyard full body harness, fall arrestor (specific cases)
7	Grit/Sand blasting	Blast suit, blast helmet, respirator, leather gloves
8	Painting	Plastic glove, Respirators (particularly for spray painting)
9	Radiography	As per BARC guidelines

The PPEs shall conform to the relevant standards as below and bear ISI mark.

Relevant is-codes for personal protection

IS:2925-1984	Industrial safety Helmets
IS:4770-1968	Rubber gloves for electrical purpose.
IS:6994-1973(Part-I)	Industrial safety Gloves(Leather & Cotton Gloves)
IS:1989-1986	Leather Safety boots and shoes.
IS:5557-1969	Industrial and safety rubber knee boots.
IS:6519-1971	Code of practice for selections care and repair of
	Safety foot wear.
IS:11226-1985	Leather Safety footwear having direct molding sole.
IS:5983-1978	Eye protectors.
IS:9167-1979	Eye protectors.
IS:1179-1967	Eye & face protection during welding
IS:3521-1983	Industrial Safety Belt and Harness
IS:8519-1977	Guide for selection of industrial Safety equipment for
	body protection
IS:9473-2002,14166-1994, 14746-1999	Respiratory Protective Devices

The list is not exhaustive. The safety officer may demand additional PPEs based on specific requirement.

NOTE: All employee of vendor should wear company uniform along with company logo at work place.

3.8 OTHER TERMS AND CONDITIONS

- 1.0 Successful bidder has to extend manpower assistance for minor cleaning/scrapping, etc.
- 2.0 A copy of tender document with each page duly signed and stamped shall be submitted along with your offer as a token of your unconditional acceptance to this tender condition. Also any deviation to the tender conditions shall be submitted in a separate paper duly signed by the bidder, any overwriting / correction by the bidder on the tender will not be recognized and the offer may be rejected on this ground.
- 3.0 General and special conditions of contract' enclosed herewith will be fully applicable, except otherwise stated in this enquiry. In case of any conflict, the conditions specified in this enquiry letter will prevail over that of the 'General and special conditions of contract'.

3.9 SAFETY INSTRUCTIONS FOR CONTRACTORS

Emergency procedures

Any abnormality, incident, near miss, minor or major accident inside the plant must be intimated to concerned immediately.

A. Instructions to Contractor on Health Safety & Environment (HSE):

While at ONGC Hazira Plant, everyone (employees of all kind including contractual, and visitors) has to:

- 1. Adhere to Acts, Rule and Regulations issued by Central & State Government (i.e Govt. of India and Govt. of Gujarat) e.g. Petroleum Act, Factories Act, Environment Protection Act; Labour Act etc.
- 2. Follow ONGC's HSE policy which is issued by the Chairman & Managing Director ONGC
- 3. Follow Health, Safety & Environment practices as per national and international benchmarks. ONGC Hazira plant has been certified for Quality, Health, Safety & Environment (QHSE) Integrated Management System consisting of ISO 9001 :2008, ISO 14001 :2004 and OHSAS 18001:2007.
- 4. Adhere to Standards & Codes for products and work practices followed at ONGC Hazira Plant as per national and international benchmarks. e.g. IS, API, NEMA, ASTM etc.
- 5. Adhere to the specific rules and procedures followed at Hazira plant for ensuring safety e.g.
 - $\sqrt{}$ Gate pass for entry in plan/office,
 - $\sqrt{}$ Vehicle entry permit for entry of vehicles in plant and in process area
 - $\sqrt{}$ Permit To Work system for carrying out Hot jobs, Entry to confined spaces, working at heights, Excavation, Cold works, Electrical lock out, Radiography
 - $\sqrt{}$ Incident reporting system for reporting any undesirable incident
 - $\sqrt{}$ Change Management system for carrying out any change /modification in the plant
 - $\sqrt{}$ Personal Protective Equipment to be strictly used while working
 - $\sqrt{\text{Tool Box Talk before commencement of any job.}}$

B. The contractor has to particularly ensure the following:

- **1. Medical examination** Medical fitness of the employees for undertaking a particular kind of job should be ascertained before employment. The employees deputed at Hazira for work should undergo medical examination (pre employment & periodical). ONGC to provide any minor / preventive medical facility needed by BHEL Personnel during execution of work.
- **2.** Lifting machines, chains, ropes, and lifting tackles The use/inspection/certification of lifting machines, chains, ropes, and lifting tackles should be as per' provisions of ONGC safety norms/Gujarat Factories Rules:

- **3. Vehicle Entry Permit** Only the vehicles having valid permit are allowed inside the plant. The contractor shall ensure that the vehicles intended for entry in the plant fulfill the requirements of Vehicle Entry Permit. This requires that the vehicle should be in roadworthy condition, and must be fitted with PESO approved spark arrestor. Some of the necessary documents are driver license for the appropriate class of vehicle, load test certificate for the cranes, fitness certificate from RTO, permission for carrying of hazardous chemicals, insurance, PUC, registration etc. Please note that with such vehicle entry permit, the vehicle can move in white areas/roads of the plant. For entry in process area, separate permission from shift incharge shall be obtained.
- **4. Scaffolding** the material should be of industrially accepted high standard. It should be of adequate strength and erected by scaffolding professionals. Each *scaffolding* should be inspected and certified for use daily. Record of such inspection is to be maintained.
- **5.** Temporary electrical connections The wiring should be such that, there is no scope of electrocution and burning / sparking. The earthing I bonding and the insulation should be proper and of adequate rating. The cable and the fittings should be of proper rating. Protective relays should be installed wherever required. The electrical fittings/panels shall be weather proof / flameproof depending on the place of its location. Plant's hazardous area classification shall be referred for this purpose.
- **6. Barricading** If a hot job is to be carried out within the battery limits of running unit or within hazardous area; adequate barricading in form of welding booth or barricade made from tin/asbestos sheets should be provided.
- **7. Simultaneous operations** Operations which are potentially hazardous must not be undertaken simultaneously. For example; blinding/de-blinding of hydrocarbon pipelines should not be done when other hot job (cutting/welding) is going on in the near vicinity.
- **8. Hand tools** The hand tools used must be of standard make and fit for use. If work is to be done within the battery limits of running unit or within hazardous area; utmost care shall be taken for prevention of spark while using the hand tools. The hammers and scrapers in such case should be of brass.
- **9.Environment protection** The contractor while working in the plant area shall ensure that their activities / operations do not contravene with the Environment Protection Act 1986 and the rules therein. The contractor shall ensure that the hazardous waste generated by him is disposed of safely as per GPCB requirements.
- **10.Gas detection system** -There is an existing gas (Hydrocarbon) detection system in the plant. In case of longer duration works; the contractor shall install his own hydrocarbon gas detection system with suitable number of detectors, annunciator panel and hooter within his work area.

For short duration works, regular monitoring by portable gas detectors shall be done. Also, in case of any gas/fire alarm or siren

from the plant or contractor's work area, all hot jobs must be stopped immediately.

11.Excavation/Trenching/ Road cutting - As a part of excavation permit, it is required to obtain clearance from electrical, instrumentation & infocom departments. Care shall be taken for avoiding caving in of the dug up trench. This may require providing additional supports or temporary supporting structure on the inside walls or proper angle to the side walls. Adequate bank slope shall be made as per soil type.

The excavated soil, stock pile or heavy equipment should be kept at least one meter away from the trench. Safe means of getting in and out of the trench should be made near to work area. In case any job requires 'road cutting', special permission from Plant Manager shall be obtained before start of the work.

- **12.Confined space entry/ Vessel Entry** No person shall enter the vessel/confined space without a valid vessel entry permit. The permit requires testing of air sample in the confined space/vessel. The air in the confined space/vessel must be suitable /safe for human consumption. No person shall be allowed to work in the confined space/vessel for a longer duration. Record must be maintained for personnel entry and exit from the confined space/vessel.
- **13.** Radiography Only authorized persons shall handle the radioactive materials. The area must be cordoned off properly.
- **14.** Working at height All works above two meters height must be done with a valid Hot Work Permit. Persons must work with proper safety belt and harness secured properly. It also should be ensured that there is no other simultaneous work going on just below the work at height.
- **15. Hot works** Any job involving naked flame or any job involving/ creating spark or high heat are termed as Hot Works and a valid Hot Work Permit must be obtained for such jobs. This is required to be renewed in every shift.
- **16.•Gas cylinder-** All gas cylinders must have a valid test certificate. The contractor must use only the · certified gas cylinder within their validity period. The contractor must adhere to Explosives Act 1884/ Gas Cylinder rules 2004 while using gas cylinders in the plant.
- **17.** *Machine tools* Machine tools e.g. grinders, cutter etc must be ISI certified/ standard make and safe for use.
- **18. Housekeeping** The contractor shall maintain proper housekeeping in their work area in order to ensure safety and good environment.

- **19.** *Illumination -* It should be ensured that, all the works are carried out in adequate light for proper visibility.
- **20. Training** The contractor employees should undergo safety briefing, tool box talk and formal training in safety (in-house or external). In case of contractors, involving a large number of persons, an adequate number of persons must be trained in first aid.
- **21. Security** The contractor must employ personnel only after police verification. The personnel must have valid gate pass for entry in the plant. It also must be ensured that, their employees leave the plant premise after duty hours.
- **22.PPE** The contractor must provide appropriate Personal Protective Equipment to his workmen before start of the work and ensure that they wear it while working.
- **23.Accident/ Incident reporting -** All minor/major accidents/ incidents shall be reported /recorded as per existing procedure at ONGC Hazira Plant.

Contractor must depute supervisor at the site who should be the in charge of the workmen and should be responsible for implementation of all the safety precautions.

All guidelines mentioned above must be followed as applicable by all contractors. Appropriate action will be taken on contractor if any of the above condition is being violated.

4.0 LIST OF MANPOWER REQUIRED

SI.No	Manpower	Category	No. of Persons per Unit
1.	Site-in charge	Highly Skilled	1
2.	Foreman	Highly Skilled	2
3.	Supervisor	Skilled	4
4.	Store Keeper	Skilled	2
5.	HP Welder	Highly Skilled	4
6.	Welder (Non-IBR)	Skilled	7
7.	Gas cutter	Skilled	7
8.	Millwright Fitter	Highly Skilled	3
9.	Sarang	Highly Skilled	3
10.	Fitter	Skilled	8
11.	Electrician	Skilled	2
12.	Jr.Filter	Semi-Skilled	10
13.	I L/Carpenter	Semi-Skilled	3
14.	Grinder Man	Skilled	7
15.	Rigger	Semi-Skilled	5
16.	Office boy	Semi-Skilled	2
17.	Helper/Cutter	Un-Skilled	25
18.	Material Handling	Un-Skilled	5
19.	Quality Engineer (Certified)	Skilled	1
20.	Safety Engr (Certified)	Skilled Safety officer	2
21.	ARRANGEMENT OF HRSG EXPI is to be deployed by the contract Site-In-Charge.		

This is an indicative list; the sub-contractor shall deploy adequate manpower to carry out the work round the clock and as per requirement of the site during execution of the Job.

Note: Site in-charge should be qualified Engineer, B.E. (Mechanical) and all the supervisors should have diploma in engineering.

Successful bidder has to arrange suitable mobile communication facility for BHEL site-in charge

4.1 Man power & T&P:

- Adequate manpower along with T&P should be deployed at site. All the T&P required for the work shall be 1. arranged by the contractor and all T&P should reach the site immediately. All the measuring instruments shall be duly tested / calibrated and valid certificate to that effect should be submitted to our Site In-charge before start of the work.
- A deployment plan along with experience and name of the Site In-charge, Engineers, Supervisors, Foreman and main technicians to be submitted.
- LAP-TOP with latest configuration, DVD/CD writer, its peripherals including printer-scanner and one USB Modem 3. for Internet connectivity to be provided for BHEL site office.
- 4. Office boys are to be provided for BHEL site office.
- **ARRANGEMENT OF HRSG EXPERTS:** One (01) No Expert of HRSG & associated areas is to be 5. deployed by the contractor for during replacement in consultation with BHEL Site-In-Charge.

4.2 LIST OF TOOLS AND PLANTS TO BE ARRANGED BY CONTRACTOR

- 01. Tyre mounted crane of suitable capacity (100 MT) with luffing/fly jib along with operator and Winch arrangement of Suitable capacity is to be arranged by Subcontractor of Lifting & Erection of Evaporator modules, as per instruction of BHEL during replacement activities.
- 02. Truck/Tractor/Trailer of suitable capacity: 1 no. during replacement activities for lifting/erection of module
- 03. Required diesel/fuel for bidder's crane would be provided by the bidder. Operation and maintenance will be in the bidder's scope.
- 04. Hydro-test pump of capacity 100-150 kg/cm² for hydro test to be arranged by bidder.
- 05. Truck/Tractor/Trailer of suitable capacity: 1 no. during replacement
- 06. 1 no. Franna Pick and carry crane of suitable capacity (18-20 MT) for shifting of materials, as per instruction of BHEL.
- 07. Feeler gauge sets, feeler strips.
- 08. Vernier calipers, (150 and 300 mm), measuring steel tapes and 5 meters steel rulers.
- 09. 2 sets of D.E. and Ring spanners (6-36mm).
- 10. Allen keys of various sizes (from 2mm. onwards).
- 11. D.P.Test Kit (with consumables).
- 12. Crowbars tin cutters, pliers (cutting plier, nose plier grip plier circlip-outside and inside).
- 13. Screw drivers and sledge hammers 10 lbs 1 lbs.
- 14. Adjustable wrenches, pipe wrenches and heck saws.
- 15. Single ended spanners (36 Mm and above).
- 16. Files flat round, half round and square, rough and smooth (sizes 6", 9" and 12").
- 17. Bench Grinders, straight grinders GQ4 and GQ6, Angle grinders.
- 18. Drilling machine with magnetic stand upto -60 mm with drill bits.
- 19. Flexible grinders with grinding stones and cutters of different Shapes and sizes, Angles Grinders and Sander machine.
- 20. Number punch, letter punch, centre punch and hole punches etc.

- 21. Tap and die sets 6 to 36 mm.
- 22. Torch light/hand lamps with cables, 230/24 V transformer.
- 23. Torque wrench and torque multiplier.
- 24. Hand glover-asbestos, Manila rope, asbestos cloth leather and Rubber gloves.
- 25. Air blower electric.
- 26. Electric drills $-\frac{1}{4}$ ", $\frac{1}{2}$ ", and $\frac{5}{8}$ ".
- 27. Gas cutting and heating set with torches regulators, hoses and cylinder minimum two sets).
- 28. Arc welding generator/rectiformers with regulator, cables, Electrode holders and shields, TIG welding holders.
- 29. Hose pipes for compressed air.
- 30. Electric switchboards and flood light arrangements with fuse boxes and isolating switches, Plugs and sockets.
- 31. In addition to above T and P contractor will be required to fabricate fixtures such as pullers etc. for removal of any other equipments related to the scope of work.
- 32. Gas cutting/welding goggles, grinding goggles.
- 33. Tarpaulin.
- 34. Any other T and P as per requirement and as per our General and special conditions of Contracts.
- 35. Digital Multimeter
- 36. Scaffolding materials
- **37.** heating torch-4 nos,
- 38. Thermal chauk.
- 39. Steel wire brushes, wire brush wheels, nylon wire brushes and Painting bushes.
- 40. Lifting devices eye bolts, D-shackles, slings of various sizes Guide rods etc.....
- 41. Chain pulley blocks upto 5 tons, 2 tons, 1 tons, hook chuck, pull/lift.
- 42. In addition to above T and P contractor will be required to fabricate fixtures such as pullers etc. for removal of any other equipments related to the scope of work.

NOTE:

- 1. The above list is only indicative for work in one unit; and not exhaustive. Arrangement for any other T and P required for completion of the job shall be the responsibility of the contractor and shall be arranged by him.
- 2. All the tools and tackles/measuring instruments shall be duly tested/calibrated and valid certificate to that effect should be submitted to our site in-charge before the start of work.

4.3 CONSUMABLES TO BE ARRANGED BY CONTRACTOR

(The list is indicative only and not exhaustive)

- 01. Welding electrodes & filler wires as per EWS(Make: BHEL approved vendor)
- 02. Kerosene oil.
- 03. Grease/Graphite Grease.

- 04. Waste cloth/Cotton.
- 05. Emery papers/Rolls.
- 06. Grinding wheels.
- 07. D. P. test chemicals.
- 08. Gas Cylinders for cutting/welding.
- 09. Insulation tape, Johnson Tapes.
- 10. Electric fuse wire, cables for the connections
- 11. Buffing wheel
- 12. plastic sheet general purpose electrodes for welding purpose, industrial oxygen, acetylene, Nitrogen gas cylinder,
- 13. Rustolene.
- 14. Petrol/white Petrol/Benzene/CRC/CTC.
- 15. Hacksaw Blades.
- 16. Marking/lint free cloth/Muslin.
- 17. Asbestos cloth/Asbestos cord.
- 18. Carborandum grinding paste coarse/fine/Diamond lapping paste.
- 19. Cutoff wheels.

NOTE:

The above list is only indicative for work in one unit & not exhaustive. Arrangement for any other consumables required for completion of the job shall be the responsibility of the contractor & shall be arranged by him.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter – V: Quality Requirements

QUALITY REQUIREMENT

- 1.0 Various inspection/ quality control / quality assurance procedure/ methods at various stages will be as per BHEL/ customer quality control procedure/ codes/ IBR and other statutory provisions and as per BHEL Engineer's instructions.
- 2.0 Preparation of quality assurance log sheets and protocols with customer's engineers, welding logs, other quality control and quality assurance documentation as per BHEL Engineer's instructions, is within the scope of work/ specification.
- 3.0 A daily log book should be maintained by Area In-charge of contractor on the job incorporating erection / alignment / welding clearance /radiography / progress of work etc. and the same shall be submitted to BHEL. Also, daily reports shall be submitted to BHEL.
- 4.0 All the important measurements like pre-assembly checking of alignment leveling/ centering work etc. shall be recorded in the daily log book with sketches based on BHEL drawings indicating readings/ measurements actually taken and signed by BHEL/ Customer/ Contractor representatives.
- 5.0 The inspection/measuring and testing equipments should be of brand, quality and accuracy, as specified by BHEL engineer and should have valid calibration certificates traceable to national/international standards.
- 6.0 Total quality is the watchword of the work and contractor shall strive to achieve the quality standards, procedures laid down by BHEL. He will follow the instructions as per BHEL drawings and quality standards.
- 7.0 The welder's performance will be reviewed from time to time as per the BHEL/ IBR standards and any welder not performing to the standards set by BHEL/ IBR standards will be removed from working, Contractor shall arrange for the alternate welders immediately.
- 8.0 STAGE INSPECTION BY BHEL / CUSTOMERS ENGINEERS

 Apart from day-to-day inspection/ stage inspection of equipments by BHEL engineers, the equipments may be checked at various stages by customer's engineers and quality assurance teams. Contractor shall arrange all labour, tools/tackles etc. for such inspections free of cost.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-VII: TERMS OF PAYMENT

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION:

After receipt of fax LOI, Contractor shall discuss with Project Manager / Construction Manager/BHEL Site in charge regarding mobilization. A Full-fledged team with T&P shall be mobilized **within 07 days on receipt of LOI / BHEL intimation**.

6.1.2 MOBILIZATION:

The activities shall be started as per directions of Site In charge of BHEL. Contractor shall mobilize further resources (in addition to those required for activities under clause no. 6.1.1) as per requirement to commence the work of Replacement of Evaporator module in 1*51 TPH HRSG U#3 at ONGC Hazira.

6.1.3 TIME SCHEDULE: TIME IS THE ESSENCE OF THIS CONTRACT.

	TIN	ME SCHEDULE		
Contra	Activity	Completion Period	Start	Finish
ct				
Part I	Material receipt unloading and Handling during supply period	4 Months span. Tentatively from Sept 2023 to December 2023 i.e. as per the supply schedule, as per BHEL's instruction.	From the date of receipt/unloadi ng of 1st consignment, as instructed and certified by BHEL.	4 Months
	(Not a regular p received.)	eriod of 4 months, onl	y as and when s	upplies are
Part II	ALL OTHER REPLACEMENT WORKS /Shutdown works	WITHIN 60 DAYS FROM THE START OF REPLACEMENT WORK (Start of Dismantling as instructed by BHEL) TO COMPLETION OF PERFORMANCE TEST RUN (72 Hrs) IN ALL RESPECT OF TIGHT SCHEDULE.	Within 6 Mor	

- Tentative shutdown schedule will be in January'2023.
- This is a tentative Shutdown schedule and is liable to change at customer/BHEL's discretion, Plant condition.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-VII: TERMS OF PAYMENT

7.1 Payment Terms:-

- 1.0 1.5% after mobilization of manpower and required T&P for material handling of 1st consignment.
- 2.0 1.5% after unloading of last consignment (i.e. on receipt of all the supplies).
- 3.0 27% of lumpsum value on completion of dismantling work. **Documents like Insurance & Labour License to be submitted along with first bill.**
- 4.0 50% of lumpsum value after Boiler Hydro test.
- 5.0 20% on performance run test, completion of pending points, demonstration of performance, payment of all dues and submission of all the documents like No Dues certificate from Customer, EPF challan, Insurance, Labour License, Labour Payment sheets, proof of payment of GST, **Indemnity Bond to be submitted along with final bill** etc.

Note:

- 1. Penalty of 1% per day of the total contract value will be levied for improper mobilization of man power and 1% per day for T & P and consumables separately subject to maximum 10% of the contract value shall be deducted from contractor's bill
- 2. Any delay that may take place in erection, testing & commissioning activities beyond contractual cut off date/stipulated period in the order shall be subjected to penalty at the rate of $\frac{1}{2}$ % of the contract price/order price per week or art thereof subject to a maximum of 10% of the total contract value.
- 3. While submitting the invoices, Vendor should mention their Bank Account No. on each of their invoices for the purpose of making e-payment.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-VIII: TAXES AND DUTIES

8.0 TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)

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

3. **GST**:

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

- 4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- 5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.
 - If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
- 6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:

BHEL GSTN – As per **Annexure -1**

NAME -- Bharat Heavy Electricals Limited

ADDRESS - Site address

7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances:-

Email id ---- to be intimated later on.

- In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
- 8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- 9. Bidder shall note that in case GST credit is delayed/denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-VIII: TAXES AND DUTIES

- any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.
 - The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- 12. **New taxes and duties**:-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
 - Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.
 - In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
- 13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 14. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 15. TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-VIII: TAXES AND DUTIES

- 16. TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions
 - i. Buyer shall be as per clause (a) of section 206C- (1H)
 - ii. Seller shall be as per clause (b) of section 206C- (1H)
 - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.

17. Refer Annexure - 2 for BOCW Act & Cess Act.

ANNEXURE-1

State wise GSTIN no.s of BHEL

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

TECHNICAL CONDITIONS OF CONTRACT (TCC) Chapter-IX: Price Break Up/Weightage

Sl no.	Description of Activity	Weightage Factor (X) w.r.t Total lump-sum value quoted by the bidder
1	Total Scope of work as per tender	97.850%
2	Safety	2.150%