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17th Sept
2020

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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NOTICE INVITING E-TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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To

Dear Sir/Madam

Sub : **NOTICE INVITING E-TENDER**

Sealed offers in two part bid system (National competitive bidding (NCB) 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

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/DADRI FGD/ABSORBER/1230	
ii	Broad Scope of job	Surface preparation works for rubber lining in Absorber internals of Unit - 6 at 2x490MW FGD Dadri Project	
iii	DETAILS OF TENDER DOCUMENT		
a	Technical Bid	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b		<i>Special Conditions of Contract (SCC)</i>	Applicable
c		<i>General Conditions of Contract (GCC)</i>	Applicable
d		<i>Forms and Procedures</i>	
e	Price Bid	<i>Price Schedule (Absolute value).</i>	Applicable
vi	OPENING OF TENDER	Date : 09/08/2021, Time : 15:30 hrs Notes: (1) <i>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.</i> (2) <i>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.</i>	Applicable
vii	EMD AMOUNT	<i>Nil</i>	Not Applicable
viii	COST OF TENDER	<i>Free</i>	
ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Two days before bid submission due date.</i> <i>Along with soft version also, addressing to contact address given below;</i> 1) Name: Shabana Parveen	Applicable

		<p><i>Designation: Dy. Manager Dept: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline/Mobile) 0120 - 2416444 Email : shabana.parveen@bhel.in</i></p> <p>2) <i>Name: G.V.RAJASEKHAR Designation: SR. Manager Dept: SCT Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301 Phone: (Landline/Mobile) 0120-2416232 Email : gvr@bhel.in</i></p>	
x	SCHEDULE OF Pre Bid Discussion (PBD)		<i>Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Applicable</i>
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 Corrigendums), BHEL eProcurement 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 techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 **Not Used.**

4.0 Not Used

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

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**)

The contact details of the service provider are given below:

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

0120-4001 002, 0120-4001 005 & 0120-6277 787

International bidders are requested to prefix 91 as country code

Email Support - Technical - support-eproc@nic.in

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

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 as given below:

Sl. No.	Name	Website Link
1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

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

- 6.0 Not used.
- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial 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 **Assessment of Capacity of Bidders:**

Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3rd Month preceding the month corresponding to the 'latest date of bid submission', in the following manner

(Note: For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3rd Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

(Note: For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

- i). Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (i.e. $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)

b) Number of Months 'T₁' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P₁. Similarly T₂ for package P₂, T₃ for package P₃, etc. for the tendered scope. Now calculate cumulative total months 'T_T' for total similar Packages 'P_T' for all Regions (i.e. $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)

c) Sum 'S₁' of 'Monthly Performance Evaluation' Scores (S₁₋₁, S₁₋₂, S₁₋₃, S₁₋₄, S₁₋₅.... S_{1-T1}) for similar package P₁, for the 'period of assessment' 'T₁' (i.e. $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-T1}$). Similarly, S₂ for package P₂ for period T₂, S₃ for package P₃ for period T₃ etc. for the tendered scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P_T' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$ ')

d) **Overall Performance Rating 'R_{BHEL}' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

$$\begin{aligned}
 & \text{Aggregate of Performance scores for all similar packages in all the Regions} \\
 & = \text{-----} \\
 & \text{Aggregate of months for each of the similar packages for which performance} \\
 & \text{should have been evaluated in all the Regions} \\
 S_T & = \text{-----} \\
 & = \text{-----} \\
 & = T_T
 \end{aligned}$$

e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.

f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions								Total
		(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N		Total No. of similar packages for all Regions = P_T i.e. Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N		Sum (Σ) of columns (iii) to (ix) = T_T

Sl. No.	Item Description	Details for all Regions								Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)	
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	..	S _{N-1} , S _{N-2} , ... S _{N-3} , S _{N-4} , ... S _{N-TN}	-----	
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S_T	

ii). Calculation of Overall 'Performance Rating' (R_{BHEL}) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

iii). Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions:

Sl. no.	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and \leq 65	0.4
3	> 65 and \leq 70	0.35
4	> 70 and \leq 75	0.25
5	> 75 and $<$ 80	0.2
6	\geq 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L', i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = '1'$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(Where P is calculated as per clause 'I' above)

IV. Explanatory note:

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

Table-1

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:

- a) All the bidders having Overall Performance Rating ('R_{BHEL}') ≥ 60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- b) If even after using option "a", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
- c) If even after using option "a" and "b", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

Note:- In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then all bidders (a)- having Overall Performance Rating ('R_{BHEL}') ≥ 60 , (b)- "First timer" bidders having average of available performance scores ≥ 60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

v). 'Under execution' shall mean works in progress as per the following:

- a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
- b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
- c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.
- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 25th of Evaluation Month or 3 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
 - a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
 - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.

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 e-mail 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 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 Clause no. 1, Salient Features of NIT, Sl. no. (xi) above.**

“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 Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

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

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

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 1, Salient Features of NIT, Sl. No. (ix) above..

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.

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 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 **Consortium Bidding (or Technical Tie up)** – Not applicable

24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

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.

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) – Not Applicable

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 in 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 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-7.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

32.0 Not used

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 Not used

36.0 Order of Precedence:

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

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

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
(SCT)

Enclosure:

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Authorization of representative who will participate in the online Reverse Auction Process
- (iv) Annexure-4: Undertaking as per D4 of Annexure-1 i.e. PQR
- (v) Annexure-5: Declaration reg. Related Firms & their areas of Activities
- (vi) Annexure-6: Declaration reg. minimum local content in line with revised public procurement
- (vii) Annexure-7: Declaration by the Contractor
- (viii) Annexure-8: Integrity Pact
- (ix) Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS (PQR)**

JOB	Surface preparation works for rubber lining in Absorber internals of Unit -6 at 2x490MW FGD Dadri Project
TENDER NO.	TENDER NO. BHEL / NR/ SCT/ DADRI FGD/ ABSORBER/ 1230

SL. NO.	NAME AND DESCRIPTION OF PRE-QUALIFICATION CRITERIA	
A	Submission of Integrity Pact duly signed	Applicable
B	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable).	Applicable – by BHEL
C	<p>Technical</p> <p>Bidder who wish to participate should have experience as follows:</p> <p>Bidder should have executed similar work for any one of the following in the last seven years from latest date of bid submission:</p> <p>One (1) work of value not less than Rs. 208.80 Lakhs OR Two (2) works each of value not less than Rs. 130.50 Lakhs OR Three (3) works each of value not less than Rs 104.40 Lakhs</p> <p>“Executed” means, the bidder should have executed the</p> <p>a. Surface preparation works consisting of welding and grinding in line with acceptance criteria of DIN EN 14879 for rubber lining works of Absorber of FGD system in any power plant/ industry.</p> <p>OR</p> <p>b. Surface preparation works consisting of welding and grinding in line with acceptance criteria of DIN EN 14879 for rubber lining works in any vessels/ equipment (min height 30 mtr) in any industry / power plant.</p>	Applicable
D	<p>FINANCIAL:</p> <p>TURNOVER: Bidders must have achieved an average annual financial turnover (Audited) of Rs. 78.30 Lakhs or more over last three Financial Years (FY) i.e. (2017-18, 2018-19 & 2019-20). Bidder shall submit the Audited Balance Sheet and Profit & Loss Account in support of this.</p> <p>In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.</p> <p>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.</p>	Applicable
D-2	<p>NET WORTH:</p> <p>Net worth (only in case of companies) of the bidder should be positive.</p> <p>Note: Net worth shall be calculated based on the latest Audited Accounts, as furnished for 'D-1' above.</p>	Applicable

	Net worth = Paid up share capital* + Reserves.	
D-3	<p><u>PROFIT:</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 'D-1' above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'D-1' above.</p>	Applicable
D-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-4) to this effect.	Applicable
E	Approval of Customer	Applicable – by BHEL
F	Reverse Auction / Price Bid Opening Note: Reverse Auction/ Price Bid opening of only those bidders shall be done who stand qualified after compliance of criteria A to E	BY BHEL
G	Consortium criteria	Not Applicable

Explanatory Notes for PQR :

1. For Sl. No 'C' above the word '**Similar Works**' means
 - a. **Surface preparation works consisting of welding and grinding in line with acceptance criteria of DIN EN 14879 for rubber lining works of Absorber of FGD system in any power plant/ industry.**
OR
 - b. **Surface preparation works consisting of welding and grinding in line with acceptance criteria of DIN EN 14879 for rubber lining works in any vessels/ equipment (min height 30 mtr) in any industry / power plant.**
2. For evaluation of PQR, in case Bidder alone does not meet the prequalifying technical criteria 'C'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 $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The parent company/subsidiary company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value.
 - c. The parent/Subsidiary Company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
3. Completion date for achievement of the technical criteria 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.
4. 'Executed' means the bidder should have achieved the technical criteria even if the contract has not been completed or closed.
5. 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-

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

Where

P = Updated value of work

R = Value of executed work

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

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

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

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

6) The subject job is to be awarded after withdrawal from an existing contractor at Dadri Site & same contractor shall not be eligible to quote in this tender. Existing Contractor will include:

i). In case existing contractor/supplier is The Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.

ii). In case existing contractor/supplier is The Partnership Firm, any firm comprising of same partners/ some of the same partners (but not including any new partner); or sole proprietorship firm owned by any partner(s) as a sole proprietor.

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.

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

To,

.....
.....

Dear Sir,

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

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

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

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

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

From,

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

.....
.....

Dear Sir,

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

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

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

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

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

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

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

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

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		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
			APPLICABILITY (BY BHEL)
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format		Applicable YES / NO
7	Audited profit and Loss Account for the last three years		Applicable/Not Applicable YES/NO
8	Copy of PAN Card		Applicable/Not Applicable YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed		Applicable/Not Applicable YES/NO
10	Integrity Pact		Applicable/Not Applicable YES/NO
11	Declaration by Authorized Signatory		Applicable/Not Applicable YES/NO
12	No Deviation Certificate		Applicable/Not Applicable YES/NO
13	Declaration confirming knowledge about Site Conditions		Applicable/Not Applicable YES/NO
14	Declaration for relation in BHEL		Applicable/Not Applicable YES/NO
15	Non-Disclosure Certificate		Applicable/Not Applicable YES/NO
16	Bank Account Details for E-Payment		Applicable/Not Applicable YES/NO
17	Capacity Evaluation of Bidder for current Tender		Applicable/Not Applicable YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

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

DATE :

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE – 3**Authorization 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, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

ANNEXURE – 4

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:

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:

ANNEXURE-5**DECLARATION**

Date: _____

To: _____
Address: BHEL, _____

Email: _____

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

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

From: _____
 Supplier Code: _____
 Address: _____

Annexure-6

**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)**

(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:,
2) All other pertinent issues till date

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

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

1. _____	2. _____
3. _____	4. _____
...	
...	
...	

Thanking you,
Yours faithfully,

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

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

Note:

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.

ANNEXURE-7

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

(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 regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (**SPECIFY THE NAME OF THE ORGANIZATION HERE**), is not from such a country/ has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)*); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (*attach relevant valid registration, if applicable*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

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.

ANNEXURE – 8**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

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

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

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

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

TECHNICAL CONDITIONS OF CONTRACT

Chapter I : Project Information

S.No.	Title	Description
1	Name of the Project	NATIONAL CAPITAL THERMAL POWER PROJECT(NCTPP) STAGE-II
2	Owner	M/s NTPC
3.	Address	Dadri, District– Gautam Buddh Nagar,Uttar Pradesh
4.	Installed Capacity	2 x 490 MW
5.	Nearest Railway station	Dadri (Approx. 8.5 KM)
6.	Nearest Road	National Highway- 3 & 24
7.	Nearest City	Dadri (Approx. 7 KM)
8.	Nearest Airport	Delhi (Approx. 70 KM)

TECHNICAL CONDITIONS OF CONTRACT

2.0	SCOPE OF WORK
2.1	The tender specifications covers the scope of surface preparation work in Absorber#6 for ready the absorber for rubber lining application by supplying the manpower, scaffolding, T&Ps, all consumables at 2x490 MW NTPC Dadri. BOQ as per Annexure –I(Fabrication and installation works) and Annexure-II(surface preparation).
2.2	Contractor to provide the required T&P, manpower, scaffolding, consumables to complete the work as per the time schedule in the tender and programme final at BHELsite. PPEs are to be arranged by the contractor at his own cost.
2.3	Suitable scaffolding required for carrying out welding and grinding including inspection of surface finish for handing over for rubber lining, defect attending after shot blasting (02 stage) and use of scaffolding for internal fixing is also included in the scope of the bidder. However internal fixing shall be done by the BHEL agency.
2.4	All consumables(welding electrodes, grinding wheels, gases etc.) required for the work covered under this tender shall be in the scope of contractor
2.5	Surface finish must include removal of all burrs, sharp edges and weld reinforcement upto ground flush as per satisfaction of M/s BHEL /rubber lining agency/ GBT/in line with approved documents/ standard DIN EN 14879. If re-welding /regrinding to be done to achieve the desired level surface finish to the satisfaction of BHEL Engineer/ rubber lining vendors GBT/approved procedure /documents same shall be done by the contractor without any extra cost to BHEL.
2.6	Placement of plates for boxing up of structural beams, placement of vertical, bottom and roof corner plates and their welding scope covered under this specification. Material i.e MS Plates shall be provided by BHEL free of cost.
2.7	Scope of nozzle and manhole door fixing excluded and BHEL will provide the absorber after water fill test.
2.8	Fixing of drain and vent tubing (Maximum 2 Inch dia.) in all the boxed beams inside the Absorber is in the scope of works. Material for the same shall be provided by BHEL free of cost.
2.9	Scope of works for blasting excluded from the scope. Charges for the blasting period shall be excluded from the quoted price for the subject work. Tentative blasting (First and second) time period shall be 20 days.
2.10	Considering the final acceptance of surface by rubber lining agency, bidder shall arrange necessary supervision of rubber lining agency at their own cost. For estimate purpose bidder shall consider 2 supervisor for 50 days at rate of Rs 12500/- per supervisor excl taxes.
2.11	Transportation of material from BHEL stores and unused material return to Stores shall be in the scope.
2.12	DPT of weld surface included in the scope. Welder test to be conducted in presence of BHEL/NTPC before deploying on the job.
2.13	All required Manpower and T&P's with Materials to be mobilize by Contractor on urgent basis within 5 days.
2.14	Quality: Though, BHEL/NTPC will carry out checks and inspections, maintaining the quality of work as per drawings and Field Quality Plan is primarily the responsibility of the contractor.
2.15	In view of Covid -19 pandemic, all the workers from outside Dadri shall have to go for Covid-19 test. If found positive than quarantine period shall be as per the NTPC/ District administration guidelines. Any expenditure for the quarantine

TECHNICAL CONDITIONS OF CONTRACT

	period shall be borne by contractor.		
2.16	Housekeeping during working, removal and disposal of to scrap yard inside plant is to be done by the contractor.		
2.17	Contractor shall be responsible for security of their equipment in the plant or during movement at site		
2.18	After completion of work, agency must submit all log sheets, protocols in original to BHEL.		
2.19	Sufficient lighting (for late working) in the area will be under the scope of Contractor.		
3.0	FACILITIES AND AMENITIES TO BE ARRANGED BY CONTRACTOR		
3.0.1	Local lighting as required to be arranged by contractor as his own cost.		
3.0.2	Contractor shall make necessary arrangement of accommodation for their staff and workmen near site.		
3.0.3	Contractor shall make his own arrangement for transport of his own staff from residence to site and back. Similarly, they have to arrange for transportation of material at site.		
3.0.4	Required space near to the work spot will be provided for storing of materials and T&P but erection of temporary covering/cordonning is the responsibility of contractor only.		
3.1	Facilities to be provided by BHEL		
3.1.1	Construction power will be provided on chargeable basis at single point and further distribution shall be in the scope of the contractor.		
3.1.2	Drinking Water supply in plant will be provided free of cost at single point.		
4.0	T&P TO BE DEPLOYED BY CONTRACTOR		
4.1	All T&Ps required for the successful completion of the work covered under this tender will be provided by the contractor with in the quoted rate.		
S. No.	Indicative T&P required :	Qty.	UOM
1	Welding Machines	APR	APR
2	Grinding Machines	APR	APR
3	Buffing Machines	APR	APR
4	Gas Cutting sets	APR	APR
5	Chain Blocks	APR	APR
6	Pulley and rope	APR	APR
7	Wire Brushes	APR	APR
8	DPT kit	APR	APR
Notes:			
1	Above is only indicative list, however T&P Deployment schedule will be finalized at site based on the work fronts and in consultation with BHEL Engineer. Contractor have to mobilize / maintain the T& P as per the schedule notified time to time by BHEL Engineer.		
2	If any one of T&P as per the plan is not needed for proper execution of scope of work, provided contractor has not utilized BHEL free issued T&P for completing such work, no recovery from contractor shall be applicable.		
3	In case deployment of T&P w.r.t requirement/T&P schedule, is delayed or deployed		

TECHNICAL CONDITIONS OF CONTRACT

.	for a shorter period or abnormal down time of T&P or in case T&P w.r.t requirement was not deployed by the contractor as per instruction of BHEL and BHEL had to deploy either its own T&P or from outside, the recovery shall be done from the contractor as under:
3.1	In case BHEL has to deploy its own T&P, hire charges of T&P applicable for BHEL Contractor as per extant guidelines for "Hire Charges on issue of Capital Tools & Plants" shall be recovered.
3.2	In case BHEL has to deploy the T&P from outside, actual hiring cost plus 5% overheads shall be recovered.
4.	All the tools and tackles/measuring instruments shall be duly tested/calibrated and valid certificate to that effect should be submitted to BHEL site in-charge before the start of work.
5.0	T&P AND MMD DEPLOYED BY BHEL ON SHARING BASIS
5.1	NA
6.0	TIME SCHEDULE
6.1	Contractor is required to commence the work within 05 days from the date of issue of LO unless BHEL decides to fix any other later date. However, the actual date of start of work, to fix up the zero date of the contract, will be certified by BHEL Engineer after adequate mobilization of manpower and T&Ps by the contractor.
6.2	Entire work for package as detailed in the tender specifications shall be completed within 5.5 months from the Zero date as per programme / milestones indicated by BHEL Engineer.
S.No.	Description
1.	Installation of scaffolding inside the absorber
2.	Fabrication ,Welding and grinding of internal surfaces and final acceptance of surface finish as per approved documents/procedure/GBT acceptance and release the absorber for shot blasting
3.	Attending the defects after first and second shot blasting and acceptance as per approved documents/procedure/GBT and release the absorber for rubber lining. (Period for shot blasting -20 days)
7.0	TERMS OF PAYMENT
7.1	10% payment shall be made on availability of T&P, manpower installation of scaffolding and start of fabrication works as per certification of BHEL Engineer.
7.2	75% payment made against three progressive bills of 25 % each submitted by the contractor in quadruplicate mentioning the allotted and completed percentages of the activities. On the basis of completed measurement of work done, the bills will be verified by BHEL Site Engineer and certified by BHEL Engineer to arrange payment
7.3	Balance 15 % shall be payable after successful completion of job as per order as certified by BHEL Engineer.

TECHNICAL CONDITIONS OF CONTRACT

8.0	TAXES, DUTIES, LEVIES
8.1	<p>Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.</p> <p>GST Shall be payable extra as per following :</p>
8.2.	<p>Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.</p>
8.3	<p>Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.</p>
8.4.	<p>GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor :-</p> <p>Supply of goods and/or services have been received by BHEL.</p> <p>Original Tax Invoice has been submitted to BHEL.</p> <p>Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.</p>
8.5	<p>TDS under GST law as applicable shall be deducted.</p>
8.6	<p>Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder</p>
8.7	<p>In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.</p>
8.8	<p>Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.</p>
8.9	<p>The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.</p>
8.10	<p>Variation in Taxes & Duties:</p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p>

TECHNICAL CONDITIONS OF CONTRACT

	<p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.</p> <p>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/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
8.11	<p>Modalities of Tax Incidence on BHEL:</p> <p>Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.</p> <p>The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.</p>
8.2	<p>BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.</p>
	<p>In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-</p>
8.2.1	<p>It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.</p>
8.2.2	<p>It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.</p>
8.2.3	<p>It shall be the responsibility of the sub-contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.</p>
8.2.4	<p>It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.</p>
8.2.5	<p>The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.</p>
8.2.6	<p>The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.</p>

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8.2.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.
9.0	Other Terms & Conditions
9.1	PVC and ORC will not be applicable for this work.
10.0	Performance Guarantee
10.1	Contractor shall guarantee the work executed for a period of 90 days from completion of work as certified by BHEL Engineer or till completion of rubber lining against any defect /abnormality arising out of poor workmanship whichever is later. During this period of defect liability, the contractor shall rectify, free of cost, any defect arising out of his poor workmanship.

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Annexure – I

Fabrication and installation works:

SI.	DESCRIPTION	QTY	UOM	Allotted %
1	Ring Plates, Hanger & channel clips cutting and fixing	390	Mtr.	25
2	Condensate angle fixing in funnel area	32	Mtr.	
3	Roof Corner plates fixing	170	Mtr.	
4	Funnel locking from outside	20	Mtr.	
5	Structure tie beam open end patch plates fixing	120	Mtr.	20
6	Structure Tie Beam Box up	328	Mtr.	
7	Absorber corner plates fixing	341	Mtr.	20
8	Baffle plate roof corner termination by fixing strip	80	Mtr.	
9	Drain vent pipe fixing in all hollow supports inside Absorber	52	Mtr.	5
10	Drain vent holes cutting in supports beams and corner plates	142	No.	
11	Spray header structure beam Bracket plate, joining pipe fabrication, hole cutting and fixing	10	No.	5
12	Hole enlargement in slurry spray header support beam through gas cutting as per drawing size 80x29 mm before rubber lining and 70x19 mm after rubber lining	320	No.	

Note:

1. As per site requirement if any activities/sub activities not executed then equivalent amount as per weightage shall be deducted.

TECHNICAL CONDITIONS OF CONTRACT

Annexure-II

BOQ: ABSORBER-6 SURFACE FINISH

S.N.	SUB AREA	WELDING (in mtr)	GRINDING (in mtr)	Allotted %
1	Bottom Corner plates	360	120	5
2	Vertical Corner plates	700	240	
3	Funnel bottom corner plates	120	40	
4	Roof flat and tapper including funnel cornerplates	800	180	10
5	Funnel outlet flange welding and grinding	80	50	
6	Funnel Condensate angles bottom, top andsides	350	250	
7	Casing panel shop joints	75	1300	5
8	Casing panel erection joints	400	1253	
9	Tie Beams Box up and corner welding andgrinding	880	450	10
10	Tie Beams end patch plates welding andgrinding with casing	150	80	
11	Mist Eliminator Box Beams corner endsgrinding	30	840	15
12	Mist Eliminator end raised faces welding andgrinding with casing	300	100	
13	Mist Eliminator end raised faces welding andgrinding with box Beam	180	60	
14	Ring Plates welding and grinding	1080	360	
15	Mist Washing header support plates weldingand grinding	30	30	
16	Channel clips welding and grinding	5	5	
17	Spray header support Beams Bracket plateswelding and grinding	350	300	15
18	Spray header support Beams Ends raised face plates welding and grinding with casing	300	100	
19	Spray header support Beams Ends raised face plates welding and grinding with Box Beam	100	40	
20	Spray header window opening welding andgrinding	216	216	
21	All Nozzles welding and grinding	200	100	3

TECHNICAL CONDITIONS OF CONTRACT

22	All Man hole doors welding and grinding	250	200	2
23	Baffle plates welding and grinding	380	200	5
24	Agitator supports welding and grinding	15	15	
25	Bottom drain boxes welding and grinding	20	20	
26	Wet dry inlet duct C-276 interface welding and grinding		50	5
27	Spray header beams C-276 curved platesfixing, welding and grinding		20	
	Total	7371	6619	

Notes:

1. BOQ based on 03 runs of welding to achieve required surface finish. if any additional welding required (more than 03 runs) and grinding to achieve the required surface finish as per approved documents/final acceptance criteria same shall be done by bidders without any additional cost to BHEL.
2. As per site requirement if any activities/sub activities not executed then equivalent amount as per weightage shall be deducted.

TECHNICAL CONDITIONS OF CONTRACT

Annexure-A

Rate Schedule

S.N	DESCRIPTION OF WORK	Total Amount (in Figures and Words)
1	Total Rate in Lump sum for scope covered under the tender specifications for fabrication and installation works of corner plates, ring plates, beam box up, etc and surface preparation including ,welding ,grinding ,providing scaffolding, attending defects after first and second shot blasting to release absorber in Absorber -6 including supply of required T&P, manpower and consumables etc.	"A"
	Total Amount	

Notes:

1. Rate quoted shall be the exclusive of the GST.
2. Separate rate of fabrication and installation work and surface preparation works shall be arrived as per calculation defined in Annexure-B.
3. The derived item rate will remain firm throughout the contract period

TECHNICAL CONDITIONS OF CONTRACT

Annexure-B

S.N	DESCRIPTION OF WORK	Allocated amount
1	Total Rate in Lump sum for scope covered under the specification for fabrication of installation works of corner plates, ring plates, beam box up, etc as per Annexure-I for absorber -6 for including supply of required T&P, manpower and consumables etc.	10% of A
2	Total Rate in Lump sum for scope covered under the specification for surface preparation as per Annexure-II including fabrication ,welding ,grinding ,providing scaffolding, attending defects after first and second shot blasting to release absorber unit 6 for rubber lining including supply of required T&P, manpower and consumables etc.	90% of A