

E-TENDER SPECIFICATION

E- TENDER SPECIFICATION NUMBER

BHE/PW/PUR/WR-SITES-QAE/3133

FOR

**FRAMEWORK AGREEMENT (RATE CONTRACT)
THROUGH OPEN TENDER FOR PROVIDING QUALITY
ASSURANCE ENGINEERS (FQAES) AT PROJECT SITES
FOR THE PERIOD OF ONE YEAR**

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-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 ww.bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-I-A-3133</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-I-A-3133</u>)
I-A	Technical Conditions of Contract	Vol-I-A-3133
I-B	Special Conditions of Contract	(Part of Vol-I-BCD-3133)
I-C	General Conditions of Contract	(Part of Vol-I-BCD-3133)
I-D	Forms & Procedures	(Part of Vol-I-BCD-3133)
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-PRICE-BID-3133

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FOR

**FRAMEWORK AGREEMENT (RATE CONTRACT) THROUGH OPEN TENDER
FOR PROVIDING QUALITY ASSURANCE ENGINEERS (FQAEs) AT PROJECT
SITES FOR THE PERIOD OF ONE YEAR**

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

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PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (Purchase)

Place: Nagpur

Date:

3133

NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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Date: 14/03/2023

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHE/PW/PUR/WR-SITES-QAE/3133	
ii	Broad Scope of job	FRAMEWORK AGREEMENT (RATE CONTRACT) THROUGH OPEN TENDER FOR PROVIDING QUALITY ASSURANCE ENGINEERS (FQAES) AT PROJECT SITES FOR THE PERIOD OF ONE YEAR	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.</i>	<i>Applicable</i>
B	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	<i>Applicable</i>
C	Volume-IC	<i>General Conditions of Contract (GCC)</i>	<i>Applicable</i>
D	Volume-ID	<i>Forms and Procedures</i>	<i>Applicable</i>
E	Volume-IE	Technical Specification	Not Applicable
F	Volume-II	<i>Price Schedule (Absolute value).</i>	<i>Applicable</i>
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: 05/07/2025, Time :13:00 Hrs Closes: 14/07/2025, Time : 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	<i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date:14 /07/2025, Time :1300 Hrs	<i>Applicable</i>

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S No.	ISSUE	DESCRIPTION	
		<p>The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in</p> <p><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date: 14/07/2025, Time: 17:00 Hrs</p> <p>Notes:</p> <p>(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.</p> <p>(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.</p>	Applicable
vii	EMD AMOUNT	Rs 2,00,000.00	Applicable
viii	COST OF TENDER	<i>NIL</i>	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <p>1) Name: Chaitram Patel Designation: Engineer Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-8055451608 Email : chaitram@bhel.in</p> <p>2) Name: Biraj Roy Designation: Sr.Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9856083706 Email : biraj@bhel.in</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	----	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<p>1) Shri Bishwamitra Pandey- IRAS (Retd.), Former Principal Financial Advisor, Indian Railways</p> <p>2) Shri Mukesh Mittal-IRS (Retd.), Former Principal Commissioner of Income Tax</p>	Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes,	

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S No.	ISSUE	DESCRIPTION
		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 techno-commercial 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, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

(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.

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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)

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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
- iv. would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- v. 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.
- vi. 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**)

BHEL has finalized the e-procurement service Provider:-

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

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate)**

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(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.

Please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES for DSC certifying authorities.

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

Procedure for Submission of Tenders (To be used in case of Paper bid only): 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) TENDER NO.: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: 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	
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.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	

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viii. —	Volume – I A : Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix. —	Volume – I B : Special Conditions of Contract (SCC)	
x. —	Volume – I C : General Conditions of Contract (GCC)	
xi. —	Volume – I D : Forms & Procedures	
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.	

	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	<input type="checkbox"/> Envelopes I <input type="checkbox"/> Envelopes II <input type="checkbox"/> Envelopes III	

- 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 Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

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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:** NOT APPLICABLE

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 <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to 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 point (1) above.~~

"Integrity Pact (IP)" NA

~~(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 Bishwamitra Pandey IRAS (Retd.), Former Principal Financial Advisor, Indian Railways	iem2@bhel.in

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2.	Shri Mukesh Mittal IRS (Retd.), Former Principal Commissioner of Income Tax	iem3@bhel.in
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~~(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):~~

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 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-2024>) 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."

Note:- In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

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

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- 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) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- ~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.~~
- ~~23.2 'Standalone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.** Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~
- ~~23.3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).~~
- ~~23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.~~
- ~~23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.~~
- ~~23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.~~
- ~~23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified~~
- ~~23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.~~
- ~~23.9 Prime Bidder shall be responsible for the overall execution of the contract.~~
- ~~23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.~~
- ~~23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~

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~~23.12 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.~~

~~23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order 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.~~

~~23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).~~

~~SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.~~

~~23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.~~

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.

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

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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 Owned)
— 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. 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: (This bid is Reserved for 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

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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.

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- 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.~~

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 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)—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)

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Enclosure:

- 1.0 Annexure-1: Pre Qualifying Requirements.
- 2.0 Annexure-2: Check List.
- ~~3.0 Annexure-3: Certificate by Chartered Accountant~~
- 4.0 Annexure-4: Reverse Auction Process Compliance Form
- 5.0 Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- 6.0 Annexure-6: RA Price Confirmation and Breakup
- 7.0 Annexure-7: Integrity Pact
- 8.0 Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
- 9.0 Annexure-9: Declaration reg. Related Firms & their areas of Activities
- 10.0 Annexure-10: Declaration regarding minimum local content
- 11.0 Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
- 12.0** Annexure 12: Important information.

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ANNEXURE-1

PRE QUALIFYING CRITERIA

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JOB	FRAMEWORK AGREEMENT (RATE CONTRACT) THROUGH OPEN TENDER FOR PROVIDING QUALITY ASSURANCE ENGINEERS (FQAES) AT PROJECT SITES FOR THE PERIOD OF ONE YEAR

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium / Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Applicable	
B	Bidder must have achieved any of the following in last seven years (except for B.1.1) as on the latest date of offer submission: B.1) B.1.1) Bidder must have provided services of Quality Engineers / Field Quality Assurance Engineers for erection/erection & commissioning /construction work at a power /industrial project for BHEL against a awarded Contract for Quality Engineers/ Quality assurance services for minimum period of at least 6 months during last 3 years from the latest date of offers submission. OR B.1.2) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning /construction work in any power /industrial project for at-least 374 Man months or at-least value of Rs. 104 Lakhs against one (01) work order. OR B.1.3) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning /construction work in any power /industrial project against 2 work orders each of at-least 234 Man months or value of Rs.87 Lakhs or above. OR B.1.4) Bidder must have provided services of Quality Engineers / Field Quality assurance for erection/erection & commissioning /construction work in any power /industrial project against 3	Applicable	

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	work orders each of at-least 187 Man months or Rs. 69 Lakhs or above. NOTE: 1. CONSORTIUM/ JV BIDDING IS NOT ALLOWED. 2. IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED. 3. THE VENDOR SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED IN THE PREQUALIFICATION CRITERIA, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED		
C-1	<u>FINANCIAL TURNOVER</u> Bidders must have achieved an average annual financial turnover (audited) of ₹ 45.9 Lakhs or more over last three Financial Years (FY) i.e. ' 2021-22, 2022-23 & 2023-24 '.	Applicable	
C-2	<u>NETWORTH</u> (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	<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 '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	<u>Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)</u> Applicable, The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified packages i.e. "Electrical".	Not Applicable	
E	<u>Approval of Customer (if applicable)</u>	Not Applicable	BY BHEL
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	
<u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u>			
<u>Explanatory Notes for PQR B.1 (Technical)</u>			

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- ~~1. The evaluation currency for this tender shall be INR.~~
- ~~2. For the criteria (B.1), actual executed value shall be considered.~~
- ~~3. Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-~~

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

Where

P = Updated value of work

R = Value of executed work

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

X₀ = 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).

Y₀ = 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.

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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):

C-1:

- 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.

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

C-3: 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.

C-4: 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 $\geq 50\%$ in the subsidiary company (as per Format-1).
 - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
 - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
 - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
 - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
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

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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 "B1 Technical 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".
- 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.
- l. 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 CRITERIA" 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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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)

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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)

From,
Name:
Full Address:

Telephone No.:
E-mail address:
Fax/No.:

To,

Dear Sir,

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

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

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

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

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

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

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

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

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ANNEXURE-2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/ Not Applicable	YES/NO
8	Copy of GST & 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	Offer Forwarding Letter / Tender Submission 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 Power of Attorney of Consortium Partner.	Applicable/ Not Applicable	YES/NO
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

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

DATE :

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)

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ANNEXURE-3

Certificate by Chartered Accountant on letter head

(applicable upto 31st March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020)

This is to Certify that M/S _____,
(hereinafter referred to as 'company') _____ having its registered office at _____
_____ is registered under MSMED Act 2006, (Entrepreneur
Memorandum No _____ (Part II)/ Udyam Registration Certificate No. _____
_____ dtd: _____, Category: (Micro/Small/Medium)).
(Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

1. ~~For Manufacturing Enterprises:~~ Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs. _____ Lacs
2. ~~For Service Enterprises:~~ Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED Act,2006**:
Rs. _____ Lacs
3. ~~For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):~~ Investment in plant and machinery or equipment is Rs. _____ Lacs and turnover is Rs. _____ Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. ~~For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):~~ Investment in plant and machinery or equipment is Rs. _____ Lacs and turnover is Rs. _____ Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

~~The above investment of Rs. _____ Lacs is within permissible limit of
Rs. _____ Lacs for _____ Micro / Small/ Medium (Strike off which is not applicable)
Category under MSMED Act 2006.~~

~~Or~~

~~The enterprise has been graduated upward from its original category (micro/small/medium) (strike off which is not applicable), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

~~Or~~

~~The enterprise has been reverse graduated from its original category (micro/small/medium) (strike off which is not applicable), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

~~Date:~~

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

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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/WR-SITES-QAE/3133} 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 [Annexure - 6](#) 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

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	

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ANNEXURE-6

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{__in value & in words____} for item(s) covered under tender enquiry No. { BHE/PW/PUR/WR-SITES-QAE/3133} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {*Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT*}

as our final landed prices as quoted during the Reverse Auction conducted today {*date*} which will be valid for a period of {__ **in nos. & in words** __} days.

The price break-up is as given below.

Total

=====

- Rs. **in value & in words**

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

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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 **E-Tender Spec No: BHE/PW/PUR/WR-SITES-QAE/3133** (Job Description: **FRAMEWORK AGREEMENT (RATE CONTRACT) THROUGH OPEN TENDER FOR PROVIDING QUALITY ASSURANCE ENGINEERS (FQAES) AT PROJECT SITES FOR THE PERIOD OF ONE YEAR**)

(hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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

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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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 shall 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

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credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ 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 (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2—If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5—Previous Transgression

- 5.1—The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6—Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1—The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2—In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3—The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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

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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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.
- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.

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- ~~8.10 — If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.~~
- ~~8.11 — After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.~~
- ~~8.12 — However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.~~
- ~~8.13 — The word 'Monitor' would include both singular and plural.~~

Section 9—Pact Duration

- ~~9.1 — This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.~~
- ~~9.2 — If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.~~
- ~~10.2 — Changes and supplements as well as termination notices need to be made in writing.~~
- ~~10.3 — If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.~~
- ~~10.4 — Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.~~
- ~~10.6 — In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the~~

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.....
~~Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.~~

For & On behalf of the Principal _____ For & On behalf of the Bidder/ Contractor

(Office Seal) _____ (Office Seal)

Place _____

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,
AGM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/WR-SITES-QAE/3133

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:

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ANNEXURE-9

DECLARATION

Date: _____

To,
AGM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Sub: Details of related firms and their area of activities

Dear Sir/ Madam,

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

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

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

Regards,
(_____)

From: M/s _____
Supplier Code: _____
Address: _____

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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)**

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

To,
AGM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

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 Spec No: BHE/PW/PUR/WR-SITES-QAE/3133,
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.

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ANNEXURE-11

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,
AGM-PURCHASE
BHEL-PSWR, 345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

Ref : 1) NIT/Tender Spec No: BHE/PW/PUR/WR-SITES-QAE/3133,
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),*

- a. is not from such a country
- b. 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 fulfill 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.

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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:

AGM /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:

Engineer Purchase, Email:chaitram@bhel.in, Mob: 8055451608

Sr.Manager Purchase, Biraj Roy Email:biraj@bhel.in, Ph: +9856083706

- 1. Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link: https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf**
- 2. "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 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".
- 3. All Statutory Requirements as applicable for this project shall be complied with.**
- 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. 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".

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6. **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."
7. **Following clause of Volume-I-C-General Conditions of Contract clause shall not be applicable for this contract:**
- a. Progress Monitoring, Monthly Review and Performance Evaluation (Clause No. 2.9)
 - b. Time of Completion (Clause No. 2.10)
 - c. Extension of Time for Completion (Clause 2.11)
 - d. Overrun Compensation (Clause No. 2.12)
 - e. Interest bearing Recoverable advance (Clause no.2.13)
 - f. Quantity Variation (Clause no.2.14)
 - g. Extra Works (Clause no.2.15)
 - h. Supplementary Works (Clause no.2.16)
 - i. Price variation Compensation (Clause no. 2.17)
 - j. Retention Amount (Clause no. 2.22)
 - k. Performance Guarantee for Workmanship (Clause no. 2.24).
 - l. Bonus Clause
8. **LIQUIDATED DAMAGES/PENALTY:** Clause no.2.7.9 "LIQUIDATED DAMAGES/PENALTY" of GCC shall not be applicable for this contract. Penalties applicable for this contract shall be in line with clause no.- 4.16 and 4.24 of 'Chapter-II: Scope of Works' of TCC (VOL-I-A-3133)
9. **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 Hongkong 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

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- 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".

10. 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.

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

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- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines

11. Amendment of Limitation of Liability:

Limitation of Liability in Clause 2.27 of General Conditions of contract for services/works has been amended as below:

“Notwithstanding anything to the contrary in this Contract or LOA or Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

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This shall not be applicable on the recoveries made by Customer from BHEL on account of Contractor, any other type of recoveries for workmanship, material, T&P etc. due from the contractor."

This shall be the part of General Conditions of Contract for this tender.

12. 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-2024>) 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."

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.*
2. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.*
3. *Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.*
4. *However, H1 will be allowed to participate in RA in the following cases:*
 - a) *If number of techno-commercially qualified bidders are only 2 or 3.*
 - b) *In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.*
 - c) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.*
 - d) *For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.*

13. Purchase preference shall not be given to MSE bidders and Start-ups in subject tender.

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14. MODE OF OPERATION & DISTRIBUTION OF THIS FRAMEWORK AGREEMENT (RATE CONTRACT):

BHEL intends to engage Two separate agencies for the subject job (i.e. split of contract among maximum 02 bidders).

The contract will be awarded to two agencies in the ratio of 60:40 with 60% load will be shared by L1 agency & 40% load by L2 agency. After the finalization of L1 rate the L2 agency will be approached to accept L1 rate, if the L2 agency failed to accept the L1 rate, the same will be extended to L3, L4...so on. In case none of the agency accept L1 rate, the entire work load will be awarded to L1 agency.

In case if only 02 bidders qualify in the tender, the L1 bidder shall be awarded 60% of load & the counter offer will be extended to L2 bidder for remaining 40% of load. In case if L2 bidder does not accept the L1 rate, the entire work will be awarded to L1 bidder.

In case if only one bidder qualifies in the tender as L1, the entire work will be awarded to L1 bidder.

BHEL reserves all rights to operate this contract as per project requirements on its sole discretion.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

**BHARAT HEAVY ELECTRICALS
LIMITED**



TECHNICAL CONDITIONS OF CONTRACT (TCC)

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5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule & Mobilization	Chapter-VI
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NOTE:- This volume shall be construed as part of tender document and shall be read along-with others volumes of tender. Unless otherwise specified, in case of any confusion of any clause/ provision of this volume or any conflict/ inconsistency of any clause/ provision of this volume with that of other volume, the same shall be brought out by the bidder in writing to BHEL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favor of BHEL shall be adopted and the same shall be binding to the bidder. Unless otherwise specified, all terms & conditions shall be applicable for entire scope and for each part/ package of the tender.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

1. PROJECT INFORMATION

INTRODUCTION

BHARAT HEAVY ELECTRICALS LIMITED (BHEL) IS A GOVERNMENT OF INDIA UNDERTAKING. BHEL IS AN INTEGRATED POWER PLANT EQUIPMENT MANUFACTURER AND ONE OF THE LARGEST ENGINEERING AND MANUFACTURING COMPANY OF ITS KIND IN INDIA ENGAGED IN THE DESIGN, ENGINEERING, MANUFACTURE, CONSTRUCTION, TESTING, ERECTION AND COMMISSIONING OF POWER PLANTS IN THE COUNTRY AND ABROAD.

INTENT OF THIS TENDER IS TO FINALIZE A RATE CONTRACT FOR PROVIDING THE SERVICES OF QUALITY ASSURANCE ENGINEERS AT VARIOUS ONGOING AND FORTH-COMING POWER PROJECTS IN INDIA FOR BHEL POWER SECTOR WESTERN REGION (PSWR) NAGPUR. PRESENTLY PSWR HAS PRESENCE IN THE STATES OF MADHYA PRADESH, CHHATISGARH, MAHARASHTRA, GUJARAT, TELANGANA, ANDHRA PRADESH, JHARKHAND, ODISHA. HOWEVER, NEW FUTURE PROJECTS MAY COME UP IN OTHER STATES ALSO.

The details of respective project sites is as follows:

- 4 X 270 MW Bhadradi TPS, Village- Ramanujawaram, Post- Manuguru, Distt. - Khammam,
- 3x800 MW Patratu Thermal Power Plant, Patratu, Jharkhand, Pin-829126
- Ramagundam STPS, STAGE-I, II (3 X 200 MW+3 X 500 MW) ESP R&M Site, Ramagundam, District-Karimnagar, State-Telangana.
- Ramagundam STPS, STAGE-I, II (3 X 200 MW+3 X 500 MW) FGD, Ramagundam, District-Karimnagar, State-Telangana.
- NTPC MOUDA Stage-I (2 x 500 MW) FGD, Maharashtra.
- Korba STPS (3 X 200 MW+ 3 X 500 MW+ 1 X 500 MW) FGD, Korba, Chhattisgarh, Pin-495450
- NSPCL Bhilai (2 X 250 MW) FGD, NSPCL Bhilai Plant.Bhilai (East), Distt. – Durg, Chhattisgarh,
- NTPC Sipat Stage II (2x500MW) FGD Project, Chhattisgarh
- 2x660 MW, NTPC Talcher EPC Project, Odisha

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: SCOPE OF WORK

2. SCOPE OF WORK

- 2.0 Scope of Work for Field Quality Assurance Services at PSWR Sites
- 3.0 Qualification and Experience requirements of Contractor's Personnel
- 4.0 Other Conditions
- 5.0 Site wise and area wise deployment of FQAEs
- 6.0 Site Visit
- 7.0 Mode of operation & distribution of this framework agreement (rate contract)
- 8.0 Time schedule & mobilization
- 9.0 Terms of payment

2.0 Scope of Work for Field Quality Assurance Services at PSWR Sites:

Bidder agency shall provide Field Quality Assurance Engineers (FQAE) in the areas/ packages mentioned below and as specified elsewhere, at various BHEL Project sites.

The work of Field Quality Assurance services comprises of following areas:

- a. **CIVIL WORKS**
- b. **FABRICATION & ERECTION OF STEEL STRUCTURES**
- c. **ERECTION & COMMISSIONING OF BOILER & AUXILIARIES**
- d. **ERECTION & COMMISSIONING OF ELECTRICAL AND C&I SYSTEMS**
- e. **ERECTION & COMMISSIONING OF TURBINE, GENERATOR AND AUXILIARIES**
- f. **ERECTION & COMMISSIONING OF FGD**

2.1 CIVIL WORKS

Civil Works shall consist of following Civil Structures/ Packages: -

- a. Main Power House: TG & AUX Building/ Service Building, Boiler foundations, ESP foundations, Equipment and Machine foundations, Coal Mill foundations and super structures, Transformer yard, Misc. foundations, pavements, Switchyard, Roads & Drainage etc.
- b. Auxiliary Buildings: Cooling Water Pump House, Raw Water Pump House, CW Duct, ESP Control Room, Chlorination Plant Building, Compressor House, DG Building, Clarified Water Pump House & Sump, Filtered Water Pump House, DM Make up Pump House, Administrative Building etc.

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Chapter-II: SCOPE OF WORK

c. Civil Works for BOP Packages: Ash Handling Plant, Coal Handling Plant, Pre-Treatment Plant, DM Water Treatment Plant, Effluent Treatment Plant Building, Cooling Towers, and Chimney etc.

d. Civil Works for FGD package: FGD control room building, absorber foundation, booster fan foundation, LHP, GHP etc.

2.1.1 Scope of the work for the FQAEs deployed by the Contractor, under Civil Works shall comprise of followings mainly: -

Inspection and Sample checking of input materials (consisting mainly of steel, cement, sand, stone chips, bricks etc.) as per Procedures/ Field Quality Plans for Civil Works approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates.

2.1.2 Inspection of the various checks/ tests to be performed by respective sub-Contractors of BHEL at Project sites as per approved Field Quality Plans approved by BHEL or Client/ relevant IS codes/ any other applicable documents.

2.1.3 Preparation/Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical/ as required by BHEL Engineer In-charge or his representative, quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.

2.1.4 Preparation/Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.1.1, 2.1.2, & 2.1.3, certification/ authentication of test results/ reports, and submitting to Client in the format/s mutually agreed between BHEL & Client.

2.1.5 FQAEs shall ensure at all times timely submission of required inputs to BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems and as per observations/ non-conformance reports released by various Auditors viz. Internal, External Auditor/ CQ Auditor etc.

2.1.6 Facilitate Customer Engineers for above mentioned Quality Checks at Sr.No. 2.1.1 & 2.1.2.

2.1.7 Uploading log sheets/MME's details in online system regularly.

2.1.8 To perform inspection/audit of BHEL site store as per instruction from BHEL Quality In charge/Construction Manager.

2.2 FABRICATION & ERECTION OF STEEL STRUCTURES

Scope of work for the FQAEs deployed by the Contractor under this area shall mainly comprise of the followings:

2.2.1 Inspection and Sample checking of input materials (consisting mainly of steel plates/ steel sections/ steel materials etc.) as per Procedures/ Field Quality Plans for Fabrication & Erection of Steel Structures approved by BHEL/ Client or IS codes/ standards. This shall include inspection of materials after receipt at site and verification of test certificates, Welder test, welder cards,

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electrodes, etc. RT, UT, SR, liasioning for NDT, DP test, grouting etc.

2.2.2 Preparation/Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.

2.2.3 Preparation/Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.2.1 & 2.2.2, certification/ authentication of test results/ reports, and submitting to client in the agreed format.

2.2.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.2.5 Facilitate Customer Engineers for above mentioned Quality Checks at Sr.No. 2.2.1 & 2.2.2.

2.2.6 Uploading log sheets/MME's details in online system regularly.

2.2.7 To perform inspection/audit of BHEL site store are per instruction from BHEL Quality In charge/Construction Manager.

2.3 ERECTION & COMMISSIONING OF BOILER & AUXILIARIES

Boiler & Auxiliaries mainly consists of Boiler Supporting Structures, Pressure Parts, ESP, Ducts & Dampers/ Gates, Rotating Machines like Forced Draft Fan, Induced Draft Fan, Primary Air Fan, Coal Mills, Coal Feeders, Air Pre-heater, Valves & Soot Blowers, Fuel Firing System, and High Pressure Piping, LP & underground piping, Insulation etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities: -

2.3.1 Inspection for the checks to be performed e.g. Welder test, welder cards, electrodes, etc., RT, UT, SR, MPI, DP test, grouting dimensional checks during erection & commissioning etc. on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.

2.3.2 Preparation/Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.

2.3.3 Preparation/Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.3.1 & 2.3.2 certification/ authentication of test results/ reports, and submitting to client in the agreed format.

2.3.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

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Chapter-II: SCOPE OF WORK

2.3.5 FQAEs are expected to ensure turn out of Quality requirements in respective equipment/ systems by way of close monitoring & involving in process effectively.

2.3.6 Uploading/entry of weld log in BHEL's WPMS system on daily basis.

2.3.7 Facilitate Customer Engineers for above mentioned Quality Checks at Sr.No. 2.3.1 & 2.3.2.

2.3.8 Uploading log sheets/MME's details in online system regularly.

2.3.9 To perform inspection/audit of BHEL site store are per instruction from BHEL Quality In charge/Construction Manager.

2.4 ERECTION & COMMISSIONING OF ELECTRICAL and C & I SYSTEMS

Electrical Systems mainly consist of Power Transformers, Auxiliary Transformers, LT Switchgears, HT Switchgears, LT Bus Ducts, HT Bus Ducts, HT Motors and Switchyard; Electrical, C&I systems for Boiler, TG and Auxiliaries and BOPs etc.

C & I System mainly consists of field mounted instruments like transducers, transmitters, gauges etc., analyzers, control valves, electrical & pneumatic actuators, DDC/ PPC based control panels etc.

Scope of the work for the FQAEs deployed by the Contractor, under these systems shall comprise mainly of following activities: -

2.4.1 Inspection for the checks to be performed on the equipments/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.

2.4.2 Preparation/Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.

2.4.3 Preparation/Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.4.1 & 2.4.2 certification/ authentication of test results/ reports, and submitting to client in the agreed format.

2.4.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.4.5 Facilitate Customer Engineers for above mentioned Quality Checks at Sr.No. 2.4.1 & 2.4.2.

2.4.6 Uploading log sheets/MME's details in online system regularly.

2.4.7 To perform inspection/audit of BHEL site store are per instruction from BHEL Quality In charge/Construction Manager.

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Chapter-II: SCOPE OF WORK

2.5 ERECTION & COMMISSIONING OF TURBINE, GENERATOR AND AUXILIARIES

This package mainly consists of Steam Turbine/ Gas Turbine, Generators, Heat Exchangers, Pumps, and LP Piping, Condenser, Heaters, De-aerator, Insulation etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities: -

2.5.1 Inspection for the checks to be performed on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.

2.5.2 Preparation/Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.

2.5.3 Preparation/Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.5.1 & 2.5.2, certification/ authentication of test results/ reports, and submitting to client in the agreed format.

2.5.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.5.5 Facilitate Customer Engineers for above mentioned Quality Checks at Sr.No. 2.5.1 & 2.5.2.

2.5.6 Uploading log sheets/MME's details in online system regularly.

2.5.7 To perform inspection/audit of BHEL site store are per instruction from BHEL Quality In charge/Construction Manager.

2.6 ERECTION & COMMISSIONING OF FGD

FGD mainly consists of Supporting Structures, agitator, absorber, vacuum belt filter, booster fan, gates and dampers/duts, limestone silos, oxidation lower, tans etc.

Scope of the work for the FQAEs deployed by the Contractor, under this package shall comprise mainly of following activities: -

2.6.1 Inspection for the checks to be performed e.g. Welder test, welder cards, electrodes, etc., RT, UT, SR, MPI, DP test, grouting etc. on the equipment/ systems by the sub-Contractor of BHEL as per applicable Procedures/ Field Quality Plans for Erection & Commissioning approved by BHEL/ Client.

2.6.2 Preparation/Review of inspection & test reports of the checks which are not under witness category as per FQP and conducting periodical quality surveillance audits at various stages of erection and finally on completion of work as per the approved Field Quality Plan.

2.6.3 Preparation/Collection and compilation of various log sheets/ test results/ reports of checks performed as at Sr. No. 2.6.1 & 2.6.2 certification/ authentication of test results/ reports, and

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submitting to client in the agreed format.

2.6.4 Conducting periodical quality surveillance audits at the site office of sub-Contractors of BHEL to ensure valid calibration of monitoring/ measuring instruments & devices and testing equipments, Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc. as per BHEL quality systems.

2.6.5 FQAEs are expected to ensure turn out of Quality requirements in respective equipment/ systems by way of close monitoring & involving in process effectively.

2.6.6 Facilitate Customer Engineers for above mentioned Quality Checks at Sr.No. 2.6.1 & 2.6.2.

2.6.6 Uploading log sheets/MME's details in online system regularly.

2.6.7 To perform inspection/audit of BHEL site store are per instruction from BHEL Quality In charge/Construction Manager.

3.0 Qualification and Experience requirements of Contractor's Personnel

3.1 Qualification

3.1.1 Field Quality Assurance Engineers (FQAEs) deployed by the Contractor shall be qualified Engineering degree holders or qualified Diploma holders. FQAEs shall also possess Level-II in welding NDT (RT, UT, DPT & MPI) for mechanical FQAEs with valid certificate.

3.1.2 Depending upon the requirement of scope of work, FQAEs' branch of Engineering shall be Mechanical Engineering/Civil Engineering/ Electrical Engineering/ Electronics & Telecommunication Engineering, etc.

3.2 Experience

Graduate Engineers shall have minimum 3 years' experience and Diploma holders shall have minimum 5 years' experience in power plants or/ and refineries of equivalent nature of work. Depending upon the requirement, the experience of FQAEs' shall include but not be limited to areas and details given below:

3.2.1 In general, the experience of FQAEs shall be in the area of Field Quality Assurance in the areas pertaining to scope as mentioned at clause numbers 2.0 above.

3.2.2 Good knowledge of power plant products, Field Quality Plans, codes, standards, statutory requirements, inspection and test procedures of Power Plant equipment and systems mentioned at clause 2.0 above including materials, various type of welding and their inspection & testing etc.

3.2.3 Undertaking inspection of installation of power plant equipment's (like boilers & auxiliary systems, FGD, turbines, generators, piping, electrical switch boards/ panels, transformers, motors,

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cabling, C & I Systems, Civil & Structural works etc.) in the areas as given at 2.0 above.

3.2.4 FQAE for Boiler area and fabrication area shall be additionally qualified ASNT/ISNT Level-II in Non-destructive testing (DPT, MPI, RT, UT, VT) of welds. **Basic knowledge of PAUT, CRT is preferable.** Minimum one FQAE will be required to be deployed at construction sites in Boiler area and fabrication area.

3.2.5 The FQAE shall have basic computer knowledge for data feeding, data analysis, report generation, (Digitalisation) etc.

3.3 The deployment of above manpower by the Contractor shall be subject to submission of credentials of each of the Contractor's personnel to respective Site In-charge of BHEL and obtaining acceptance/ approval from respective Site In-charge of BHEL/ Customers in this regard. After the issue of WO by BHEL, the contractor should arrange the CV for verification/approval to respective BHEL PSWR/site failing which the penalty as per clause 4.16 will be applicable.

4.0 Other Conditions

4.1 Sub-letting of jobs within the agreed scope of work, in any manner is not permitted.

4.2 FQAEs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information.

4.3 All drawings, specifications/ FQP/ QP and other relevant document/ data provided to FQAEs for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the FQAEs for any purpose other than for the designated task.

4.4 All Quality Plans, data/ findings, inspection and other reports, test results, radiographs etc. generated and used by the FQAE shall be the property of BHEL. These cannot be published/ utilized or taken away by the FQAE or any employee of the Contractor.

4.5 All measuring & testing Instruments/ equipment's will be arranged by BHEL/ sub-Contractors working at site. Field Quality Assurance Engineers shall undertake visual/ physical checking of instruments and co-relation with valid calibration certificates before using any measuring & testing instruments/ equipment's. FQAEs shall ensure for use of calibrated measuring & testing Instruments/ equipment's.

4.6 Field Quality Assurance Engineers shall be fully responsible for the tasks allotted to/ undertaken by them, authenticity of the test results etc. They shall prepare documents, witness/ undertake inspections and submit the documents/ reports to BHEL in time without hindrance of work.

4.7 Credentials of FQAEs shall be verified and approved by BHEL PSWR and/ or its customer prior to their deployment.

4.8 FQAEs at BHEL PSWR sites shall work under Quality/ Erection Engineers as per Site

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Construction Manager's decision. They shall administratively report to Construction Manager or his nominee. For any ambiguity, decision shall rest with Head/ Quality – PSWR, Nagpur.

4.9 FQAEs shall interact with Contractors, customers/ consultants, erection agencies with regard to readiness of items to be inspected and other relevant Quality matters. They shall keep the Construction Manager/ Erection Engineer/ Quality Head (as the case may be) apprised of all such discussions/ interactions on daily basis.

4.10 Reasonable office space with furniture for proper functioning of the Contractor's FQAE will be provided by BHEL free of any charges.

4.11 BHEL shall provide to the FQAEs posted at construction sites, furnished bachelor accommodation as available at respective sites, free of charges (including free electricity and water supply), and free transport facility at respective sites for attending duty.

4.12 Normally, the role of FQAEs shall be limited to the place of their deployment. However, in case of any requirement for outstation work is to be taken on behalf of BHEL, following guidelines shall be applicable:

a) For assignments outside project site but limited to 50 Km radius, necessary transport for Contractor's staffs shall be arranged by BHEL/ its sub-Contractors free of any charges to the Contractor. No additional payment to the Contractor will be made for such assignments.

b) For assignments outside project Site beyond 50 Km radius of Project sites, following additional payment shall be reimbursed to the Contractor:

I. To and fro Rail fare limited to AC two tier by express/ mail train fare by shortest route from respective place of deployment & back against submission of ticket/ receipt/ proof plus lump-sum amount of Rs. 250/- (Rupees Two hundred fifty only) will be paid per person per day (here day means 24 hours and calculation shall be based on number of hours stay at outstation i.e. $\frac{1}{4}$ for stay up to 6 hours, $\frac{1}{2}$ for stay for more than 6 hours but up to 12 hrs and full for stay beyond 12 hours). In case of travel by road through bus/ taxi, fare limited to AC two tier of express/ mail train for the distance travelled shall be paid.

II. In case of night stay required at outstation, BHEL will provide lodging facility. In case, BHEL is not able to provide lodging facility, lodging charges @Rs.1, 500/- (Rupees one thousand five hundred only) per day per person will be reimbursed to the Contractor against billing.

III. The movement of Contractor's FQAEs outside the project site shall be subject to the prior approval of BHEL Construction Manager.

4.13 Contractor shall make available suitable personnel/ senior level technical personnel (other than Field Quality Assurance Engineers posted at site) for discussions/ interactions with BHEL, Customers/ Consultants, vendors/ sub-Contractors wherever need arises. Senior level personnel of Contractor will visit the respective sites periodically (at least once in 3 months) wherever their personnel are posted to ascertain the quality of jobs performed by their site personnel and for further betterment of jobs executed by them. Such visits of senior personnel of the Contractor will

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be free of any additional charges to BHEL.

4.14 FQAEs shall follow working hours, number of working days per week, weekly off and holidays as per norms and holiday list of BHEL office where they are deployed.

4.15 Each man day shall consist of 8 (eight hours) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of FQAEs may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and Holidays. However, BHEL shall ensure adequate breaks/ rest to FQAEs during overstay/ Holidays/ Sundays.

4.16 In case FQAEs go on long leave exceeding 15 days, the Contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism. In case substitute FQAE is not deployed by the Contractor, BHEL will impose penalty from 16th days onwards @1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor or from any sites where Contractor is working.

4.17 Contractor shall ensure that payment and dues admissible to FQAEs deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to FQAEs. Such payments shall be back charged/ recovered from bills of the Contractor or from security deposit/ bank guarantee with additional overhead charges @20%. Contractor shall furnish duly signed and stamped copies of pay roll sheet as proof of disbursement of all payments to FQAEs within two months of due date of Pay date. (Bank proof for disbursement of payment to FQAE's as per their eligibility criteria)

4.18 Contractor shall present his bill to the respective Construction Manager.

4.19 Contractor shall submit monthly report to Head (Quality)/ Site Quality Incharge indicating cumulative deployment of FQAEs and other details as may be required by BHEL.

4.20 BHEL reserves the right to regulate strength of deployment of Contractor's manpower as per requirements and/ or to short-close the contract. In such eventuality, 15 days notice shall be given by BHEL to the Contractor and payment shall be made for the completed months or part there of on pro-rata basis. No other compensation will be given by BHEL.

4.21 BHEL reserves the right to terminate the above contract at any point of time without assigning any reason upon giving 14 days' notice to the Contractor.

4.22 In case any the performance of the FQAEs is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Engineers, from the date FQAE has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the Contractor within 15 days, else clause 4.16 shall prevail.

4.23 In case any FQAE found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL may impose penalty and/ or impound the payment towards services rendered by such FQAEs. Replacement of such persons

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will have to be arranged by the Contractor within 15 days else Clause 4.16 shall prevail.

4.24 In case, the Contractor fails to provide FQAEs within 15 days after acceptance of CVs by Site else BHEL will impose penalty from 16th days onwards @1.5 times per man-day rate of agreement on pro-rata basis from the earliest monthly bill or Security deposit (SD) of Contractor or from any sites where Contractor is working.

4.25 The Contractor shall arrange for adequate medical facilities and life insurance for deployed FQAEs at Contractor's cost.

4.26 INSURANCE

4.26.1 It shall be the sole responsibility of Contractor to take insurance policies for the FQAEs against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area.

4.26.2 If due to negligence and/ or non-observance of safety and other precautions by FQAEs, any accident/ injury occurs to any other person(s)/ public, the Contractor shall bear necessary compensation and other expenses, if so decided by the appropriate authority.

4.26.3 In the first place, BHEL shall avoid issuing any T&P/ MMEs to FQAE. Though in unavoidable circumstances, FQAE will take necessary precautions and due care to protect any material/ equipment/ MME/ hardware etc., while in his custody, from any damages/ loss till the same is returned/ handed over to BHEL or Customer. BHEL reserves the right to recover loss from Contractor, in case the damage/ loss is due to carelessness/ negligence on the part of FQAEs of the Contractor. In case of any theft, while in custody of Contractor's FQAEs, matter shall be reported to Police by the FQAE/ Contractor immediately and copy of FIR and subsequent police investigation report shall be submitted within 72 hrs to BHEL for taking up with insurance company failing which full cost with 10% overhead charges shall be recovered from Contractor's bills.

4.26.4 In case any surrounding property gets damaged due to negligence/ carelessness of FQAEs, the Contractor shall submit necessary documents for lodging insurance claim as required by BHEL. BHEL, however, reserves the right to recover deductible franchise and also unsettled portion of insurance claim from the Contractor.

4.26.5 It is the responsibility of the contractor to arrange gate pass for all his employees, for entering the project premises. Necessary coordination with customer officials is the responsibility of the contractor. Contractor to follow all the procedures laid down by the customer for making gate passes. Where permitted, by customer / BHEL, to work beyond normal working hours, the contractor shall arrange necessary work permits for working beyond normal working hours. In special case where the customer requires any kind of legal/ non legal documentation like indemnity bonds etc for deploying the FQAE's, it is the responsibility of the contractor to arrange the same on demand.

5.0 SITE WISE AND AREA WISE DEPLOYMENT OF FQAEs

5.1 Tentative work project-wise requirement for deployment of Field Quality Assurance Engineers at various projects shall be as given below: -

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S N	Project name	Mechanical FQA Engineer			Electrical FQA Engineer			Civil FQA Engineer		
		Requir ement Manpo wer	Requ ired Man- mont hs	Requir ement Total Man- months (appro x)	Requir ement Manpo wer	Dura tion in Man- mont h	Requir ement Total Man- months (appro x)	Requir ement Manpo wer	Dura tion in Man- mont h	Requir ement Total Man- months (appro x)
1	NSPCL BHILAI EXPANSI ON PROJECT FGD PKG	2	9	18	1	6	6	1	5	5
2	NTPC KORBA FGD PKG STG I, II & III	2	9	18	1	9	9	2	9	18
3	NTPC MOUDA STPP PHASE I 2X500 MW-FGD	1	9	9	1	9	9	1	9	9
4	NTPC RAMAGU NDAM FGD PKG STG I & II	6	9	54	2	9	12	2	9	18
5	NTPC SIPAT, STAGE-II (FGD PKG)	1	9	9	2	9	18	0	0	0
6	TSGENC O BHADRA DRI TPS 4X270 MW (FGD PKG)	1	9	9	0	0	0	1	9	9

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7	NTPC RAMAGU NDAM STAGE I -ESP R AND R	3	9	27	1	9	9	1	4	4
8	PVUNL PATRAT U STPP PH I- 3X800 MW (EPC)	4	9	36	2	9	18	2	9	18
9	NTPC TALCHE R TPP(EPC)ST.III- 2X660M W	6	9	54	2	9	18	6	9	54
	PSWR TOTAL	26	81	234	12	69	99	16	63	135

Total tentative manmonths is 468

5.2 The above deployment plan is tentative and for guidance only and may vary as per actual requirement of FQAEs at sites/other sites coming up in future.

5.3 Deployment of specific FQAEs shall be solely at the discretion of BHEL as they may have to be shifted from one project site to another project site during the deployment during the contract period.

5.4 FQAEs shall be mobilized/ demobilized progressively depending on BHEL project site's requirement which shall be intimated by Construction Manager/ BHEL Hqrs. No compensation w.r.t mobilization/demobilization of FQAEs shall be applicable.

5.5 Rate schedule/Deployment schedule is given for total deployment covering requirement at various projects together. However, actual man month deployed at project sites may vary to any extent. The quoted man-month rate shall remain firm throughout the period of Framework Agreement (Rate Contract).

5.6 There shall not be any compensation for any variation of quantities of man months.

6.0 Site Visit

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The Bidders are advised to acquaint themselves with the running sites for capturing general working conditions at any given site by visiting either/ both of the project Sites mentioned in the tender elsewhere before quoting. However, conditions may vary at new projects most likely in the states as mentioned in Clause 1.0.

7.0 MODE OF OPERATION & DISTRIBUTION OF THIS FRAMEWORK AGREEMENT (RATE CONTRACT)

BHEL intends to engage Two separate agencies for the subject job (i.e. split of contract among maximum 02 bidders).

7.1 The contract will be awarded to two agencies in the ratio of 60:40 with 60% load will be shared by L1 agency & 40% load by L2 agency. After the finalization of L1 rate the L2 agency will be approached to accept L1 rate, if the L2 agency failed to accept the L1 rate, the same will be extended to L3, L4...so on. In case none of the agency accept L1 rate, the entire work load will be awarded to L1 agency.

7.2 In case if only 02 bidders qualify in the tender, the L1 bidder shall be awarded 60% of load & the counter offer will be extended to L2 bidder for remaining 40% of load. In case if L2 bidder does not accept the L1 rate, the entire work will be awarded to L1 bidder.

7.3 In case if only one bidder qualifies in the tender as L1, the entire work will be awarded to L1 bidder.

7.4 BHEL reserves all rights to operate this contract as per project requirements on its sole discretion.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-III: Facilities in the scope of contractor/ BHEL (Scope Matrix)

NOT APPLICABLE TO THIS CONTRACT

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-IV: T&Ps and MMEs to be deployed by Contractor

NOT APPLICABLE TO THIS CONTRACT

TECHNICAL CONDITIONS OF CONTRACT (TCC)
Chapter-V: T&Ps and MMEs to be deployed by BHEL on sharing basis

NOT APPLICABLE TO THIS CONTRACT

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Chapter-VI: Time Schedule

6.0 TIME SCHEDULE & MOBILIZATION

6.1. Contract Period:

The period of contract is for 12 months from the date of letter of award.

However, this contract may be extended (up to a maximum of another 03 months) on the same terms & conditions, at the same rates, and at the discretion of BHEL.

6.2. Mobilization

FQAEs shall be mobilized within 15 days from the date of receipt of clearance/ intimation from BHEL. Following will be the mode for deployment of FQAEs at site.

6.2.1. FQAEs requirement is tentatively from August 2025.

6.2.2. Intimation for deployment of FQAEs at a particular site shall be sent by Head (Quality)/ BHEL-Nagpur or his representative to Contractors depending upon the requirement at site.

6.2.3. On receipt of intimation for FQAE deployment, Contractor shall submit credentials of each FQAE to respective site In-charge of BHEL as given in intimation letter and copy shall be forwarded to Head (Quality)/ BHEL-Nagpur.

6.2.4. The Contractor shall obtain acceptance/ approval from respective Site In-charge of BHEL for credentials of each FQAE. Deployment of FQAEs shall be subject to acceptance/ approval of credentials of FQAEs by BHEL site in-charge.

6.2.5. Contractor shall deploy FQAEs at site within 15 days of the intimation as at Sr. No. 6.2.1 above after obtaining acceptance/ approval as at Sr. No. 6.2.4

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Chapter-VII: Terms of Payment

7.0 Terms of payment

7.1. Based on man months deployed and certification by Construction Manager for services at site, monthly payment will be made to the Contractor on pro-rata basis at respective sites within 30 days of submission of bills. No interest shall be payable for the payment (if any) made beyond 30 days.

7.2. It shall be the responsibility of Contractor to obtain and submit certificate from BHEL authority regarding deployment of FQAE (attendance statement)

7.3. Period between 1st day of the last month to last day of that month shall constitute one month.

7.4. The Contractor shall submit the monthly bills along with certification (as mentioned above) latest by 7th of succeeding month to respective BHEL site office

7.5. Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days by respective BHEL site subject to correctness and completeness of the bill.

7.6. The RA bill payment shall be made as per Cl. No. 10.0 of Chapter –X of SCC (part of Volume I-BCD) and cl no 2.23 of GCC (part of Volume I-BCD). However, Clause no.10.3 & 10.4 of Chapter –X of SCC shall not be applicable.

7.7. However, schedule of regular disbursement of payment to FQAE shall be ensured irrespective of release of payment from BHEL

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

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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.**
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**

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Chapter-VIII: Taxes and Duties

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

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Chapter-VIII: Taxes and Duties

ANNEXURE-2

BOCW Act & Cess Act

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.

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- (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
 10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
 11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above), however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
 12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.