

TENDER NOTICE (NIT)

Name of the department: ENGINEERING/OIL RIGS

Tender Notice Ref No.: H6AUX00002

- I) Bharat Heavy Electricals Limited, a Government of India Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in Two part bid system from eligible Contractor, who fulfill qualification criteria as stipulated in NIT for the work of “Structural detail engineering of Bolted Structures of Power plant”.

- II) Sealed quotation in single cover consisting of two inner sealed covers (containing Technical bid as Part A and Price bid as Part B super scribing the Name of work, Part Number and Tender reference number) shall be received at this office Up to 11.00 AM on or before 23.03.2021 at vendor complex, besides administrative building, BHEL Ramachandrapuram. Technical bid will open at 02.00 PM on the same date and further information if any, may be obtained from the office.

Offer can be submitted through Email also separately for Technical & Price Bid at the following Mail Addresses

Technical Bid: *technicalbid_hyd@bhel.in*
Price Bid: *pricebid_hyd@bhel.in*

- III) The tender documents are also available in the BHEL Web Site www.bhel.com/tenders. The interested vendors can directly download the tender documents from the website.

- IV) Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only

V) The salient features of the tender documents are as follows:

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1.0 **NOTICE INVITING TENDER**

- a) Tender Number & date : **H6AUX00002**
Dated: 13.03.2021
- b) Name of the Work : Structural detail engineering of Bolted Structures of Power plant
- c) Approximate Estimated Value of work : 192.8 Lakhs
- d) Last date for receipt of tender : 23.03.2021 up to 11:00Hrs
- e) Date, time and place of tender opening : 23.03.2021 at 14:00 Hrs. at Vendor complex
- f) Period of contract : 2 Years
- g) Type of tender : Open tender (Two Part Bid)

2.0 **PRE-QUALIFICATION CRITERIA (TECHNICAL)**

- a) Annual financial turnover in any of the last 3 financial years, (ending on 31.03.2020 or latest closing date of financial year) should be at least Rs.28.9 lakhs (30% of the annual estimated cost).
- b) Particulars of experience / credentials for the works executed of similar nature during last 7 years (Completion/ experience certificate of the works to be enclosed) should be either of the following:
 - a. Vendor should have executed minimum 6000MT of Structural detailing work annually, at least once in any single financial year.
 - b. Vendor should have executed at least 1 PO of Structural detailing with minimum 1500MT weight per PO in any single financial year.
- c) The bidder should have minimum 4 number of licensed TEKLA software with validity to execute the detail engineering in time with quality.
- d) Offers of the Vendor/Supplier not agreeing/failing to submit required documents to any of the above will be liable for rejection.

Supporting documents for QR:

Bidder shall submit documents in support of possessing qualifying requirements as under, duly self-certified and stamped by the authorized signatory.

- a) Certified Photocopies of Purchase orders issued by the Customer containing details of weight of structures and certificates for proof of satisfactory completion of work.

Note:

1. In case the structural detailing is executed in hourly basis, conversion factor of 1Hour=3MT shall be used to derive at the total tonnage executed in a year.
2. In case the detailing is executed on lump-sum structure basis, conversion factor of 1000Rs=1MT shall be used to derive at the total tonnage executed in a year.

3. Following works shall also be treated as similar works as Structural detailing works, and shall be considered for evaluating the experience criteria.

- a. Structural/Detail steel work
 - b. Structural/Detail engineering services
 - c. Preparation of Detailed Drawings
 - d. Preparation of Fabrications Drawings
 - e. Preparation of Erection Drawings
- b) Certified Photocopies of TEKLA License copy with validity.
- c) Certificate of Incorporation from the Registrar of Companies/ Partnership Deed/ Proprietorship documents etc. as applicable,
- d) GST: Bidder should have valid GST registration.
Self-Attested copy of proof of GST Identification Number. To be submitted
- e) Permanent Account Number (PAN): Bidder should have valid Permanent Account Number (PAN). (In case not available, proof of having applied with acknowledgement from concerned authority).
Self-Attested copy of PAN Card
- f) For annual financial turnover, vendor should submit balance sheet & P&L account for the year in which its annual financial turnover is greater than 28.9Lakhs– duly certified by Chartered Accountant, In case if final audited Balance Sheet /Profit & Loss account for last year is not available, provisional statements for the same duly certified by Chartered Accountant must be submitted.

3.0 INSTRUCTIONS TO BIDDER

The Prices quoted in price bid must be exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

Tender is a two-part bid system. The tender documents consist of Part – A & Part - B as detailed below:

Part 'A': Techno-commercial Bid

Part 'B': Price Bid

- a) Part 'A' must be duly completed and super-scribed. "Part A Techno-commercial Bid".
Tender Notice Ref No.: H6AUX00002 Dated 13.03.2021 for the work of "Structural detail engineering of Bolted Structures of Power plant"

The Bidder shall not indicate the price or rate in the PART-A: Techno-commercial bid.

The Bidder shall expressly accept all the terms and conditions of the Tender. The tender, which does not comply with the BHEL's terms & conditions, may be rejected as Non-responsive/non-conforming and non-acceptable.

- b) Part 'B' must be duly completed with reference to the tender conditions and super-scribed

“Part B Price Bid”.

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- c) The Techno Commercial Bid (Part - A) and general terms and conditions shall be attached to Techno-commercial offer with each page duly signed by the Bidder (at the bottom of each page) as a token of acceptance.
- d) Part ‘B’ – the price Bid should not carry any conditions. Price / rate should be quoted in clear terms in the format given by BHEL.
- e) Part 'B' Price bid will be opened only in respect of those Bidders who are qualified in Techno- Commercial Bid.
- f) The tender forms both Part ‘A’ & ‘B’ duly filled in all respects shall be signed on each page by the Bidder. Any alteration, erasure or over-writing will render the tender invalid. Alteration neatly carried out and duly attested over with the full signature of the Bidder, however is permitted.
- g) The Bidder should submit the tender documents intact without detaching any page or pages.
- h) The Name of the Bidder should be written or the contractor’s seal to be put on the sealed envelope.
- i) Before making the offer, the Bidder is advised to carefully go through the terms and Conditions, which form part of the Agreement.
- j) All entries in the tender document should be in one Ink. Corrections, over writing, cuttings etc. are not permitted. All the columns in the tender form to be filled without leaving any column blank in any page of the tender. In case any of the column left blank, the tender would be rejected.
- k) The price/rate to be quote in figures as well as in words.
- l) Each page of tender documents to be stamped & signed by the Bidder.
- m) Tender documents consisting of Part 'A' & 'B' duly sealed in separate envelopes should be sealed in another envelope and addressed to Deputy General Manager, Vendor Complex (should be deposited in the Vendor Complex), BHEL-RC Puram, Hyd-32 so as to reach on or before **11:00 Hrs. on 23.03.2021**. The tender documents may also be sent either by registered post / Speed Post / Courier/email so as to reach on or before the said date and time. Part 'A' of tender form i.e. Techno-commercial Bid will open on **23.03.2021** at 14:00 Hrs. on the same day in the presence of Bidders or their representatives who are present for the tender opening. Bidders, who qualify in the Techno-commercial Bid, will be intimated to attend the tender opening of part 'B' - price bid at a date to be notified separately. Part 'B' i.e. price Bid, will be opened at the specified date in the presence of the Bidders or their representative who are notified to attend the tender opening.
- n) For any further details required, AGM/Engineering (OR) BHEL, RC Puram, Hyderabad-32 may be contacted in person or through Telephone Nos. 040-23185341.

- o) **PRICE BID** - The bidder is required to submit their quotation as per the price bid format mentioned in Part B. Price should be quoted after careful study of the actual job requirement so that, in case the contract is awarded, contractor should not express any difficulty in execution of the contract.
- p) **VALIDITY OF RATES:** The rates quoted should be valid for 90 days initially from the date of opening of the Techno-Commercial bid.
- q) PVC not applicable and ORC not applicable and Bonus not applicable.
- r) Tender document cost and Earnest Money deposit via RTGS/NEFT shall enclose to the techno-commercial bid only, if applicable. Otherwise, the offer will not consider.
- s) The contractor's/ Firms who are entering first time in BHEL, Ramachandrapuram, are requested to provide the following NEFT details (Bank official Signature) along with cancelled cheque. This information is required for transactions between BHEL and the Contractor's/Firm's.

| | | | | | | | | | |
|---|--|---|--|----------------------|--------------------------|------------|-------------|-------------|--|
| (Vendors to furnish this mandate on their Letter Head.) | | | | | | | | | |
| To Dy. Manager/Finance-CM Bharat Heavy Electricals Limited Ramachandrapuram Hyderabad 502 032 | Ref No: Date: Ref No. | | | | | | | | |
| Dear Sir, <div style="text-align: center; margin-top: 10px;"> Sub: Details for National Electronic Fund Transfer </div> <p>We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below</p> <p>A. Sup code (As per PO/SCO) / Staffno :</p> <p>B. (Name as per PO/SCO) :</p> <p style="padding-left: 20px;">(Retd Employee to indicate address here)</p> <p>C. PAN of Beneficiary :</p> <p>D. TIN of Beneficiary :</p> <p>E. e-mail address of Beneficiary :</p> <p>F. City (of Beneficiary) :</p> <p>G. Bank Name :</p> <p>H. Branch (of Bank) :</p> <p>I. A/c Number :</p> <p>J. A/c type (Savings or Current) :</p> <p>K. MICR Code of the branch (9 digit) :</p> <p>L. IFSC for NEFT (11 char) :</p> <p>M. IFSC for RTGS (If different from L) :</p> <p>Thanking you,</p> <div style="text-align: right; margin-top: 20px;"> <table style="border: none;"> <tr> <td style="padding-right: 10px;">(Signature with Seal)</td> <td>Authorised Signatory</td> </tr> <tr> <td style="padding-right: 10px;">Authorised Signatory</td> <td>Name</td> </tr> <tr> <td style="padding-right: 10px;">Name _____</td> <td>Designation</td> </tr> <tr> <td style="padding-right: 10px;">Designation</td> <td></td> </tr> </table> </div> | | (Signature with Seal) | Authorised Signatory | Authorised Signatory | Name | Name _____ | Designation | Designation | |
| (Signature with Seal) | Authorised Signatory | | | | | | | | |
| Authorised Signatory | Name | | | | | | | | |
| Name _____ | Designation | | | | | | | | |
| Designation | | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;"> Certified that the particulars furnished above are correct as per our records </td> <td style="width: 40%; border: none; text-align: center;"> _____ (Signature of authorized official of bank) </td> </tr> <tr> <td style="border: none;"> Date </td> <td style="border: none; text-align: center;"> _____ Bank Stamp </td> </tr> </table> | | Certified that the particulars furnished above are correct as per our records | _____ (Signature of authorized official of bank) | Date | _____ Bank Stamp | | | | |
| Certified that the particulars furnished above are correct as per our records | _____ (Signature of authorized official of bank) | | | | | | | | |
| Date | _____ Bank Stamp | | | | | | | | |

t) **DISCREPANCY IN WORDS & FIGURE QUOTED IN PRICE BID:**

- i) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (i) and (ii) above.

If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

- u) In case of quantity based work contracts, the Bidder should quote the rates on total items keeping in view the prevailing applicable BHEL Fair Wages, statutory payments and other payments if any and other obligations as per the statutory provisions and amendments thereto and also as directed by BHEL from time to time.
- v) BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further, BHEL also reserves the right to reject any or all tenders without assigning any reasons thereof.
- w) BHEL reserves the right to cancel the contract at the initial stage or during the contract period without assigning any reason to the Bidder.
- x) Wherever prescribed formats are specified for the Bidders use, he shall use the same for making his Claims.
- y) Tender document should be complete in all respects. All the pages of tender document shall be signed and stamped.
- z) Successful Bidders shall enter into an Agreement on stamp paper of Rs.200/- for having accepted the rates, terms and conditions of the contract as per the pro-forma given by BHEL.
- aa) The Offers should be in full conformity with the terms and conditions of this tender. No contra conditions are acceptable. Incorrect and incomplete tenders are liable to be rejected. Tenders not submitted in the prescribed forms will be rejected.
- bb) If a Bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, then BHEL reserves the right to reject such tender at any stage.

- cc) If the Bidder indulges in any unethical practice for securing the contract, the offer of such Bidder shall be rejected.
- dd) Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by Contractor in writing to BHEL HPEP for the contract purposes or to his e-mail address.

4.0 GENERAL TERMS AND CONDITIONS

- a) The Bidder shall keep the contents of his tender and rates quoted by him to be kept confidential
- b) The rate for each item shall be reasonable and not unbalanced / impracticable. In case BHEL come across any unbalanced / impracticable rates on estimated value, Bidder / Bidder may require to furnish detailed analysis to justify the same. If after its examination, BHEL still feels the rates are unbalanced / impracticable, BHEL may ask the Bidder for additional Performance Security or other safeguards to protect BHEL / Employer's interest against financial loss which may occur to BHEL on account of such unbalanced / impracticable rates, failing which the tender submitted by the Bidder, shall be liable to be rejected by the BHEL, who may award the Contract to any other Bidder.
- c) All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BHEL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process
- d) The bid prepared by the Bidder including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

4.1 ELIGIBILITY CRITERIA

- a) The bidder should employ skilled work force as required for the intended Structure detail engineering meeting design requirements. Bidder should have at least 6 skilled work force to carry out structural detail engineering work.
- b) The bidder should have minimum 4 number of licensed TEKLA software to execute the detail engineering in time with quality.
- c) Vendor should be familiar in preparing two different types of drawings: ERECTION/ASSEMBLY DRAWINGS AND SHOP/FABRICATION DRAWINGS.
- d) Vendor should be familiar and comply with the requirements of the design drawings and with all industry standards and protocols, including those established by the American Institute of Steel Construction (AISC) and the American Welding Society (AWS).
- e) Detailed design drawings are to be thoroughly checked before submission ensuring quality work and timely delivery.
- f) There should be no litigation or charge under investigation / enquiry / trial against the Bidder, or conviction in a court of law or suspension or blacklisting by any organization on any ground. Bidder shall confirm this in the Declaration. During the course of work, if any such information comes to light, the contract may be terminated.
- g) The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- h) In case the Bidder has a relative employed in BHEL, the authority-inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact become known subsequently, the contract may be terminated.

- i) Offers of the Vendor/Supplier not agreeing/failing to submit required documents to any of the above will be liable for rejection.

4.2 STATUTORY REQUIREMENTS:

- a) The Bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Payment of Bonus Act 1965, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979, Respective State Labour Welfare Fund Act, and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The Bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- b) The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- c) The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order to enable scrutiny by the Company whenever required.
- d) The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred despite other legal action.
- e) The Income tax as applicable will be deducted from the bill of the contractor.

4.3 PERIOD OF CONTRACT

- a) The contract shall be valid, for a period of 2years with firm price (rates will not be changed) from date of LOI.
- b) BHEL is at liberty to terminate the Agreement by giving 10 days' notice in writing.

4.4 FAILURE TO COMPLY WITH CONTRACT

- a) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the Bidder.
- b) In the event of any failure on the part of the Bidder, BHEL shall have the right without prejudice to any other right or remedies, to get the work done through any other agency and the Bidder shall be liable to compensate BHEL for any losses on this account. The additional cost, loss, if any incurred by BHEL will be recovered from the bills, security deposits, other dues, directly from the Bidder or by initiating appropriate legal action.
- c) If the schedule is violated for the first time with a delay of more than 1 week, a warning letter will be issued. If the delay occurs repeatedly for the next time, the job order will be diverted to any other vendor or even the contract is liable to be cancelled.

- d) If there is no response from the vendor for BHEL intimations, it will be assumed that the Vendor is not interested in the contract and the job order will be diverted to suitable vendor who meets schedule and the required quality.
- e) **Risk Purchase Clause:**
If the contractor fails to execute the contract, BHEL reserves the right to execute the contract through any other contractors at the risk and cost of the contractor and the company reserve the right to take appropriate action against the defaulted contractor.

4.5 Taxes and Duties , GST clauses to be applicable for the tender

- a) In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- b) In case vendor delays declaring such invoice in his 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 vendor/contractor along with interest levied / leviable on BHEL.
- c) The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills.
- d) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both.
- e) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be paid.
- f) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.
- g) Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.
- h) In case of any short supply of goods or service Vendor has to raise a credit note for short supplied quantity as per GST provisions.
- i) Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
- j) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- K) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.
- L) TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished

4.6 **EMD** – Not applicable

4.7 **Security deposit** – Not applicable

4.8 PAYMENT TO THE CONTRACTOR

- a) Vendors are required to submit their invoices to their respective indenters within ten (10) days from the date of completion of jobs, but not later than thirty (30) days from award of job number.
- b) Payments will be released within ninety (90) days from the date of receipt of invoices from the vendors and it is 45 days in case of MSME (micro, Small & medium enterprise) and payments are made in the form of EFT (Electronic Fund Transfer).

4.9 Distribution Criteria and Method of evaluation of offers:

- (i) Price shall be evaluated Category wise. Vendor should quote against all three categories, else offer will not be accepted.
- (ii) Specific L1 for each category shall be arrived by comparing the rates quoted by all technically qualified bidders against that category.
- (iii) The contract will be awarded to more than one bidder, maximum of 3 bidders only will be chosen against each category, limited to N-1 vendors (N=No of qualified vendors).
- (iv) Rates of L-1 bidder against each category, as finalized after negotiation (if any), shall be counter offered to the other bidders in the sequence of their ranking i.e L2, L3 etc in that category. In case any bidder does not accept the L1 rates, the counter-offer will be extended to other bidders in the sequence.

(v) Distribution Scenarios for each category:

Scenario 1 : Contract awarded to 3 Bidders.

L1 – 50% of Tender Quantity

L2 – 35% of Tender Quantity

L3 – 15% of Tender Quantity

Scenario 2 : Contract awarded to 2 Bidders.

L1 – 60% of Tender Quantity

L2 – 40% of Tender Quantity

Scenario 3 : Contract awarded to 1 Bidders.

L1 – 100% of Tender Quantity

- (vi) Since the detailing will be offloaded complete structure wise, it is not possible to exactly maintain the Distribution percentages shown in above scenarios. Hence, the above mentioned % can be varied by +/- 10%. However, the L1 vendor will be given more percentage of work than the other.
- (vii) Tendered quantity and Distribution % mentioned above is tentative and may vary at the discretion of BHEL. Depending on the contract availability for BHEL and the project schedule, each vendor will be loaded based on their response, delivery time adherence and quality of output.
- (viii) BHEL reserves the right to increase or decrease the tendered quantity and place orders accordingly in any proportion, based on commitment, requirement and contractor's capability in terms of delivery and quality.

(ix) Rates quoted shall be FIRM throughout the contract period i.e 2 years from the date of bid opening.

4.10 Reverse auction: BHEL shall be resorting to Reverse Auction (RA).

(Guidelines as available on www.bhel.com). RA shall be conducted among all the techno-commercially qualified bidders.

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

The Business Rules for Reverse Auction shall be as per BHEL guidelines issued from time to time.

4.11 PENALTY CLAUSE:

The work is to be completed within the completion date mentioned in the PO from the date of handover of issue documents. In the event of delay in supply of goods and or services beyond contractual delivery period, penalty of 0.5% per week on PO value or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the total purchase order or contract value. Penalty amount so determined along with GST if applicable thereon, shall be recovered.

4.12 SUB-CONTRACTING

The contractor shall not sub-contract or transfer or assign the contract in full or any part thereof to any other person or firm or company without written approval from BHEL.

4.13 LAWS GOVERNING THE CONTRACT

4.9.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.

4.9.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

4.9.3 All disputes arising out of or in relation to this contract or Agreement shall be settled by mutual discussions through Conciliation and in the event of failure of conciliation, such disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

4.14 LEGAL JURISDICTION:

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at RC Puram, Hyderabad, where BHEL - HPEP / BHEL PE&SD is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HPEP / BHEL PE&SD is situated and no other court shall have the jurisdiction.

5. ARBITRATION & CONCILIATION:

- a) Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.
- b) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
- c) Subject as aforesaid, the provision of Arbitration and Conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Hyderabad (the place from which the contract is issued)
- d) The cost arbitration shall be borne as per the award of the Arbitrator.
- e) Subject to the arbitration in terms of Clause 4.1 c & 4.1 d above, the Civil Courts at Sangareddy (District), Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.
- f) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
- g) **CONCILIATION:** The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding (delete whichever is inapplicable), which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.
- h) **In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:**

In the event of any dispute or difference, relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall refer by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary, or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and

conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

6.0 SCOPE OF WORK

| Clause | Description | Detailed description | Vendor's comments: (Agreed/Not Agreed) |
|---------------|--------------------|-----------------------------|--|
|---------------|--------------------|-----------------------------|--|

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| <p>1.0</p> | <p>Scope of Work in brief</p> | <ol style="list-style-type: none"> 1.1) Preparation and checking of 3D model of bolted structure in latest licensed version of TEKLA 1.2) Design & Preparation and checking of bolted connection details of structure. 1.3) Preparation and checking of detailed fabrication drawings of bolted structure in latest licensed version of TEKLA. Drawing should contain Detailed BOM separately for each DU. Bolt summary should also be provided in each drawing. 1.4) Preparation and checking of detailed erection drawings of bolted structure in latest licensed version of TEKLA. 1.5) Preparation of consolidated BOM, consolidated fasteners summary in EXCEL format, as per the formats requested by BHEL. 1.6) These power plant structures include Built-up columns, Roof girders, Floor beams & bracings, Wall Beams, Cladding, staircases, platforms, Elevator, pump houses, Silo & Silo structures, transfer points, Equipment handling structures, tanks, BOP structures etc Cable trays & Pipe Racks, pipe conveyors, belt conveyors, Duct & duct supporting structures, Tanks, control rooms, sheds, workshops, structural buildings etc. 1.7) The detail drawing (fabrication & Erection) shall be prepared for Power plant steel structures as per formats shown in Annexure – I. These formats may be revised from time to time as per latest requirements and vendor shall confirm the supply as per latest revised formats. 1.8) ALL feedbacks or corrections suggested by the approving authority shall be implemented by the vendor until the drawings are Approved. 1.9) It is the detailing vendor responsibility to ensure completeness and correctness of drawing in all respects before the fabrication and erection of structure without any commercial implications. | |
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| 2.0 | Inputs from BHEL for the Power plant steel structures preparation (will be furnished as hardcopy or softcopy in pdf format) | <ol style="list-style-type: none"> 1. Relevant GA drawings. 2. Details of Structural members. 3. General notes and standard details for structural steel work. 4. Formats in which BOM data should be provided. 5. And any other relevant inputs. | |
| 3.0 | Contents of detailed drawing to be prepared by the vendor. | <p><u>DETAILED FABRICATION DRAWINGS:</u></p> <ol style="list-style-type: none"> 1. Fabrication details with all required views. Grid Marks to be shown. 2. Detail views of all items. 3. Erection and Shop welding symbols as indicated in input drawing. 4. Bolt hole Dimensions should be given with respect to working point. 5. Table for fasteners with size Grade and Quantity. 6. BOM as per formats given in Annexure I. 7. It should contain net weight of raw materials used. 8. Erection mark should be assigned as per standard Grid nomenclature for easy identification. Each erection mark should be assigned with a DU number. 9. DU number should be such that it indicates the site erection sequence. 10. BOM should contain details separately for each erection mark. 11. Drawing numbers shall be as per the format specified by BHEL, which will be communicated along with PO. 12. Wherever critical to quality requirement is there, the same should be indicated with a box encircling letter "C". 13. Plate cutting, rolling plan and Transportation stiffener shall be provided (wherever required). 14. If the detailed engineering has been done in more than a single drawing sheet, each drawing should have the reference to other drawing sheets. 15. Fabrication and erection Notes are to be clearly indicated in the drawing. 16. All drawings should indicate the reference of erection drawing number and GA/RFC drawing number. 17. Shop welded component shall be limited to the following dimensions unless otherwise warranted for Over Dimensional consignment (ODC). Width max 2500mm Length Max 12200mm and height limited to 2500mm. Anything beyond these dimensions, the same shall be split into parts with necessary bolted connection. | |

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| | | <p><u>ERECTION DRAWING</u></p> <ol style="list-style-type: none"> 1. Erection drawing should be with complete details including all erection marks for the complete structure. 2. Erection drawing should represent fasteners to be used at each connection. 3. Erection mark and DU number should be shown in the erection drawing. 4. All drawings should indicate the reference to GA/RFC drawing number 5. Erection drawing should include a table showing all DUs, Quantity required, net weight, Fabrication drawing number. <p><u>CONNECTION DESIGN</u></p> <ol style="list-style-type: none"> 1. Detailed report showing design details of all connections shall be provided along with detailed drawings for approval. 2. Connection design report should be complete in all aspects and include design of splice plate thickness, gusset plate thickness, No. of bolts, Bolt size, Weld length and weld size etc. 3. Connection design will be done as per IS 800 : 2007 or equivalent standard. <p><u>FINAL STRUCTURE REPORT</u></p> <ol style="list-style-type: none"> 1. Report should be provided in Excel Format for each structure separately as per latest formats shared by BHEL. 2. It should contain DU/Erection mark list, showing Net weight, quantity required, drawing number, Transport limits (LxBxH), Quality category, Surface area. 3. Complete BOM of all fabrication drawings in one sheet. 4. Total raw material summary. 5. Complete Fasteners of all fabrication drawings. 6. Total Fasteners summary. | |
| 4.0 | Deliverables from Vendor | <ol style="list-style-type: none"> 1. Submission of 3D model. 2. Submission of proof of checking of 3D model. 3. Submission of Detailed fabrication drawings. 4. Submission of proof of checking of detailed fabrication drawings. 5. Submission of Detailed connection design report for all connections. 6. Submission of Final Structure Report. 7. Submission of revised/corrected final drawings after BHEL feedback. 8. All above data should be transferred through digital mode. | |

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| 5.0 | WORK CONTENT | HEAVY STRUCTURES: 8000MT BUNKER, BUNKER BUILDING STRUCTURES, BUNKER FLOORS, FEEDER FLOORS, POWER HOUSE STRUCTURES, CRUSHER HOUSE STRUCTURES, CONTROL ROOMS, ETC AND SIMILAR STRUCTURES | |
| | | MEDIUM STRUCTURES: 8000MT TRANSFER POINTS, TRANSFER HOUSES, SILOS, MISC BUILDINGS/SHEDS LIKE, PUMP HOUSES, COMPRESSOR HOUSES, BOP AREA BUILDINGS, FGD BUILDINGS, ACC STRUCTURES, FGD STRUCTURES, TANKS, DUCTS, DUCT SUPPORT STRUCTURE, PIPE CONVEYOR, BELT COVEYORS ETC AND SIMILAR STRUCTURES | |
| | | LIGHT STRUCTURES: 8000MT PIPE RACKS, CABLE RACKS, CABLE TRAYS, MISC. STRUCTURES, PLATFORMS, STAIRCASE ETC AND SIMILAR STRUCTURES | |
| | | Vendor to quote for all the above categories, else the offer will not be considered. | |
| 6.0 | General Terms and Conditions | 1. The drawing should be prepared to proper scale in the form and shape in the terms of detailing, conventions etc as indicated in typical sample drawings furnished by BHEL for guidance (Ref Annexures: I) | |
| | | 2. All drawing should be prepared in Vendor's facility with TEKLA latest authenticated versions. | |
| | | 3. It is the responsibility of the Vendor to collect all relevant input from BHEL get all doubts clarified prior to taking up the work. Any change in drawing if felt necessary has to be approved by BHEL. | |
| | | 4. It is the responsibility of the Vendor to understand the Power plant steel structures arrangement and detailing practice of BHEL and use the input information effectively to convert them into output detailed drawings in line with BHEL standard practice. | |
| | | 5. For each work order covering steel structural job, a separate purchase order number is assigned and this reference number is to be quoted in further correspondence. | |
| | | 6. Based on the comments from BHEL the corrections are to be incorporated in the final drawings. | |
| | | 7. Final drawings shall positively be submitted to BHEL by email as per schedule specified on the basis of work | |

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| | | 8. Upon completion of Jobs all typical sample drawings and transmittal information, which are provided for guidance (if any) shall be returned to BHEL. | |
| | | 9. Vendor shall preserve the TEKLA models and drawing files on the hard disk of PC or on backup CDs until such time they get clearance from BHEL to erase them. | |
| 7.0 | Schedule of the job completion | Delivery shall be at the rate of 500MT/15days. Multiple POs will be raised based on the GA drawing availability. Delivery date in each PO will be fixed at the rate of 500MT/15days considering the previous PO delivery date as starting date of new PO. | |

ANNEXURE – I

DRAWING CONTAINING GENERAL NOTES AND STANDARD DETAILS FOR STRUCTURAL STEEL WORK.

SAMPLE DRAWINGS

Drawings are only sample drawings given to explain the required formats in which drawings are required.

1. SAMPLE FABRICATION DRAWING
2. SAMPLE ERECTION DRAWING
3. SAMPLE DRAWING FOR CONNECTION REPORT

SAMPLE REPORTS

1. SAMPLE CONNECTION REPORT
2. SAMPLE SUMMARY REPORT
3. SAMPLE REQUEST FOR INFORMATION (RFI)
4. SAMPLE TRANSMITTAL

SAMPLE RFC DRAWINGS

Drawings attached are for reference only and any other structure may be given for detailing as per requirement.

1. CATEGORY 1
 - a. FEEDER FLOOR
 - b. ESP cum FGD control room.
2. CATEGORY 2
 - a. CPU Generation Building
 - b. Workshop
3. CATEGORY 3
 - a. Pipe/cable rack on Boiler & ESP column.

7.0 TECHNO-COMMERCIAL BID APPLICATION

To,
Bharat Heavy Electricals Limited
H.P.E.P., RC PURAM,
HYDEDRABAD-32

Dear Sir,

I / We hereby offer to carry out the work of “Structural Detailing of Bolted structures of Power Plant” against Tender Notice Ref No: **H6AUX00002** Dated 13.03.2021.

I /We have carefully perused the following documents connected with the above-mentioned work and agree to abide with the same.

| Sl.No | Description | Pages |
|-------|---|------------------------|
| 1.0 | Notice inviting Tender | 3 |
| 2.0 | Pre Qualification Criteria | 3 |
| 3.0 | Instruction to Bidder | 4 |
| 4.0 | General terms and conditions | 8 |
| 4.1 | Eligibility Criteria | 8 |
| 4.2 | Statutory Requirements | 9 |
| 4.3 | Period of contract | 9 |
| 4.4 | Failure to comply with contract | 9 |
| 4.5 | Taxes and Duties- GST clauses to be applicable for the tender | 10 |
| 4.6 | EMD | 10 |
| 4.7 | Security deposit | 10 |
| 4.8 | Payment to Contractor | 11 |
| 4.9 | Distribution Criteria and Method of evaluation | 11 |
| 4.10 | Reverse auction | 12 |
| 4.11 | Penalty | 12 |
| 4.12 | Sub-contract | 12 |
| 4.13 | Laws Governing Contract | 12 |
| 4.14 | Legal Jurisdiction | 12 |
| 5.0 | Arbitration & Conciliation | 12 |
| 6.0 | Scope of work | 14 |
| | Annexure I | 18 Attached separately |
| 7.0 | Techno-Commercial Bid | 19 |
| | Part A – Technical BID | 20 |
| | Part B – Price BID | 21 |

PART A –
TECHNICAL
BID

PART B –
PRICE BID

I/ We further agree to execute all the works referred to in the said documents as per the Tender terms and conditions.

Signature of Bidder
Date:

PART A

TECHNICAL BID

Tender Notice Ref No.: H6AUX00002 Dated 13.03.2021.

| Sl.No | <u>Description</u> | <u>Vendors response</u> |
|--------------|--|--------------------------------|
| 1 | Name and address of the Firm: | |
| 2 | Name and address of the proprietor: | |
| 3 | No. of Partners of the Company, if any (Enclose details of all) | |
| 4 | Registration number of the company (Enclose copy) | |
| 5 | Is any relative of Bidder Employed in BHEL (If yes Furnish the detail) | |
| 6 | PAN No. | |
| 7 | GST REGISTRATION NUMBER | |
| 8 | MSME CERTIFICATE (If applicable) | |
| 9 | State in which registered | |
| 10 | Place from where the services are rendered | |
| 11 | Banker's Name & Address | |
| 12 | Bank A/C No. & Branch | |
| 13 | Mobile no | |
| 14 | Email address | |
| 15 | Acceptance against each point of Clause 6 shall be attached with this Part A | |
| 16 | Submission of Signed Tender document | |
| 17 | Vendor quoted for all three categories in Price bid. | |

Note: Photocopy of the documents mentioned above wherever applicable should be attached.

Signature of the Bidder
Date:

(In case the department concern requires specific information & same may be sought by modifying the above proforma appropriately)

PART B: PRICE BID

Tender Notice Ref No.: H6AUX00002 Dated 13.03.2021

Name and address of the Bidder:

Structural detail Engineering of Bolted structures of power plant

| S.No | Category | Quantity | Unit of measurement | Vendor Quoted Price (Rs./MT) | |
|------|---|----------|---------------------|------------------------------|----------|
| | | | | In Figures | In Words |
| 1 | <u>HEAVY STRUCTURES</u> BUNKER, BUNKER BUILDING STRUCTURES, BUNKER FLOORS, FEEDER FLOORS, POWER HOUSE STRUCTURES, CRUSHER HOUSE STRUCTURES, CONTROL ROOMS, ETC AND SIMILAR STRUCTURES | 8000 | MT | | |
| 2 | <u>MEDIUM STRUCTURES</u> TRANSFER POINTS, TRANSFER HOUSES, SILOS, MISC BUILDINGS/SHEDS LIKE, PUMP HOUSES, COMPRESSOR HOUSES, BOP AREA BUILDINGS, FGD BUILDINGS, ACC STRUCTURES, FGD STRUCTURES, TANKS, DUCTS, DUCT SUPPORT STRUCTURE, PIPE CONVEYOR, BELT COVEYORS ETC AND SIMILAR STRUCTURES | 8000 | MT | | |
| 3 | <u>LIGHT STRUCTURES</u> PIPE RACKS, CABLE RACKS, CABLE TRAYS, MISC. STRUCTURES, PLATFORMS, STAIRCASE ETC AND SIMILAR STRUCTURES | 8000 | MT | | |

- Note:
1. Price quoted above shall be for the complete technical scope as mentioned in clause 6.
 2. Vendor should quote for all items; else the Offer will not be accepted.
 3. This estimate is excluding of GST, which will be paid extra with submission of documentary evidence.
 4. BHEL reserves the right to negotiate the prices quoted by the contractor/ bidder in case BHEL feels the quoted price is unreasonable.
 5. **The Quantities mentioned above is only indicative and subject to variation. The actual quantity may increase or decrease depending upon actual project requirements during the contract period.**