

NOTICE INVITING TENDER (NIT)

SINGLE PART OPEN TENDER

**TENDER REF NO: CE/ES/2022-23/U34/CSPGCL KORBA (W)/MECH/SJDB Date:
23/03/2023**

Name of Work:- Mechanical Erection Work of Boiler Water wall modification for Installation of ASLD System, Mounting of Flame Scanner, Erection of Oil Gun Assy and Scanner Air Fan System including Necessary Scaffolding, Cutting of Existing water wall along with Insulation and Re-Filling of Insulation after Completion of job, High pressure Welding at various joints, Conducting NDT and Radiography and arrangement of IBR Certification at 4 X 210 MW (STAGE-I) CSPGCL KORBA TPS Unit-3 and 4.

BHEL EDN GST NO: 29AAACB4146P1ZB

TENDER DOCUMENT TO BE DOWNLOADED FROM WEBSITES, www.bhel.com.

All corrigendum, addendum, amendments, time extensions, clarifications, etc. (if any) to the tender will be hosted on www.bhel.com websites only. Bidders should regularly visit websites to keep themselves updated.

Total Number of pages including Cover page. 39

**Last Date and Time for Bid Submission: 07/04/2023,13:00Hrs.
Due Date and Time for Bid Opening : 07/04/2023, 13:30 Hrs.**

IMPORTANT NOTE

BIDDER IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCIES TIMELY FOR CORRECTIVE ACTION, TO THE ISSUING AUTHORITY, BEFORE THE BIDS ARE SUBMITTED. PRINTED COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL



Sealed offers under Two part bid system are invited from competent contractors, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents. No sale of Bid documents will be done. The Bidder shall download the Bid document from website: www.bhel.com, and shall return the duly filled in Tender Document after affixing Signatures and Seal on all pages.

TENDER REFERENCE NO & DATE	CE/ES/2022-23/U34/CSPGCL KORBA (W)/MECH/SJDB Date: 23/03/2023
Name of Work	Mechanical Erection Work of Boiler Water wall modification for Installation of ASLD System, Mounting of Flame Scanner, Erection of Oil Gun Assy and Scanner Air Fan System including Necessary Scaffolding, Cutting of Existing water wall along with Insulation and Re-Filling of Insulation after Completion of job, High pressure Welding at various joints, Conducting NDT and Radiography and arrangement of IBR Certification at 4 X 210 MW (STAGE-I) CSPGCL KORBA TPS Unit-3 and 4.
Period of Work	Four Months (Two Months of Each Shutdown Period)
Tender Type	Open Tender (Single Part Bid)
PLACE OF WORK	4 X 210 MW STAGE-I TPS CSPGCL HTPS KORBA(W) KORBA CHATTISGARH PIN-495677
Earnest Money Deposit (EMD)	Rs 248,000/-
Estimated Value of the Work	Rs 124 Lacs Exclusive of Taxes
OPENING DATE & TIME OF TENDER	07/04/2023 (DD/MM/YYYY), 1300 Hrs.
CONTACT PERSONS	Mr. S DEBBARMAN DGM/ Mobile: +919886128680 Mr. G.G Maurya Sr.DGM/ Mobile: +919449869597
Address for Submission of completed	Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier/PDF-eMail, so as to



Tender	reach the office of Offer inviting Authority Mr. S DEBBARMAN DGM, CE- EXTERNAL SERVICES 5TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026
Contact Details for Queries related to this tender.	Phone: +91 – 80 – 26998949, +919886128680/ +91-80-26998605, +919449869597 sdbarman@bhel.in / gopal.maurya@bhel.in

Sealed Single-part offer is invited against the subject tender enquiry for the work of Mechanical Erection Work in Boiler Area. The following may be noted.

1. The Offer may be sent by post/courier to the following address to reach before the tender due date and time.

Mr. S DEBBARMAN / DGM,
EXTERNAL SERVICES DEPARTMENT, NEB 5TH FLOOR,
BHARAT HEAVY ELECTRICALS LTD
ELECTRONICS DIVISION,
P.B. NO. 2606, MYSORE ROAD,
BANGALORE – 560026.
PH: 080-26998949, 9886128680

2. The offers received in time, will be opened at BHEL-EDN, Bangalore on **07/04/2023** at 13:30 hours in the presence of those bidders who wish to be present. Offers received after tender closing date & time will not be considered.
3. The Duration of Work shall be for a period of Four Months (Two Months of Each Shutdown Period).
4. The validity of offer shall be for 90 days from the date of opening of the bid.
5. The requests for extension of due date will not be considered. The tender will be finalized shortly.
6. This tender document comprises of “Procedure for submission of Sealed Tender” followed by four sections -

SECTION-1: INSTRUCTIONS TO BIDDERS AND CONDITONS OF CONTRACT

SECTION-2: SCOPE OF WORK & PAYMENT TERMS



SECTION-3: ANNEXURE-1 TO 9

SECTION-4: SCHEDULE OF PRICE

PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The Bidders must submit their tenders in One sealed cover containing **Technical Bid, Earnest Money Deposit and Price Bid** and also indicating on the cover tender specification No., due date and time as mentioned in tender notice.

TECHNICAL CUM PRICE BID

Section - 1, 2 and 3 of tender document issued by BHEL (Page Nos. 1 to 37) duly filled, signed and stamped in all pages by Bidder with The EMD of **Rs 248,000/- AND**

Section - 4 (Price Schedule - Page Nos. 38-39) of Tender Enquiry issued by BHEL duly filled, signed and stamped should be submitted in prescribed in a **sealed envelope** with superscription **Technical Cum Price Bid**.

Documentary proof for meeting pre-qualification requirement specified in Tender Enquiry should be enclosed in this Envelope only.

The above Sealed Envelope shall be super scribed with Tender Reference Number, Due date & Time and submitted to Officer inviting tender on or before due date and time as indicated in tender.

OR

Tender Document can also be electronically submitted in e-mail in the form of printable pdf format protected by Password of bidder's choice by the day and Time of Submission of the tender as per this NIT. Password for Opening shall also be shared in e-mail by the day and Time of Submission of the tender as per this NIT.



SECTION-1:

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

1. The offer shall be submitted as a 'Single part bid' as described in Page No.: 3.
2. **Tender Enquiry Number: CE/ES/2022-23/U34/CSPGCL KORBA (W)/MECH/SJDB Dated: 23/03/2023 Tender Opening Date and Time: 07/04/2023 13:30 HRS**
3. **Pre-Qualification Requirement:**
 - The Bidder should have carried out Mechanical Erection Work of Boiler water wall modification, Oil gun Assembly/Flame Scanner/Scanner Air Fan Modification/Erection and its associated work in Thermal power plants of 210 MW or higher under Limited Period Renovation and Modernization Work of Boiler. Bidder to furnish High Pressure Welding Certificate for its Welders who will be engaged for the work mentioned in this tender.
 - (a) Average annual financial turn-over of the Bidder for the last three years ending 31.03.2022 should be equal to or more than Rs. 62 Lacs
 - (b) Experience of having successfully completed/Executed Boiler water wall modification, Oil gun Assembly/Flame Scanner/Scanner Air Fan Modification/Erection and its associated work in Thermal power plants of 210 MW or higher under Limited Period Renovation and Modernization Work of Boiler during the last Seven years ending as on 31.03.2022 should be either of the following: -
 - Completed three similar works of value not less than Rs. 49.6 Lacs. Relevant supporting document with completion certificate shall be submitted

OR

 - Completed two similar works of value not less than Rs. 62 Lacs. Relevant supporting document with completion certificate shall be submitted

OR

 - Completed one similar work of value not less than Rs. 99.20 Lacs. Relevant supporting document with completion certificate shall be submitted

The Bidder Should Furnish Annual Report (Balance Sheet and Profit & Loss Account), Solvency Certificate and Turnover in Lakhs in certified accounts for last Three Years for the above pre-qualification criteria, IT Return for the last 3 years ending 31-03-2022. **Selection of successful Bidder is subject to approval of BHEL's Customer for this work. CSPGCL LIMITED.**



- **In case the job is under execution, 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. The term “executed” means Boiler mechanical work inside and outside boiler which is certified by End Customer/IBR. Relevant supporting document shall be submitted including High Pressure Welding Certificate for its Welders**
4. The work is to be executed at BHEL EDN Site office, **4 X 210 MW (STAGE-I) CSPGCL KORBA TPS**
 5. **The bidder is advised to visit project site to familiarize themselves with the site conditions before preparing the offer.**
 6. **No Splitting of Work specified in this Tender is allowed.**
 7. All the sections of this tender document may be carefully and thoroughly read and understood before submitting the offer. Bidder shall return one set of these tender documents after affixing signature and seal in all the pages along with the offer.
 8. The tender is likely to be finalized in a short time.
 9. The bidder shall mobilize his men, materials, tools & tackles to site within 15 days from the date of intimation from BHEL or release of LOI/WORK ORDER.
 10. An amount of Rs. 248,000/- towards ‘Earnest Money Deposit’ (EMD) in the form of Pay Order /Demand Draft in favor of ‘Bharat Heavy Electricals Limited’ payable at Bangalore/SBI Collect (Refer Page No. 12) shall be submitted by the bidder along with the offer as a part of Part-I Technical Bid.
 11. **Benefit shall be given to MSME/NSIC regarding waiver of EMD for this tender.**
 12. The EMD shall not carry any interest and the EMD of successful bidder shall be converted and adjusted towards part of Security Deposit.
 13. The EMD of the unsuccessful bidders will be returned within 15 days from the date of award of work to the successful bidder.
 14. **SECURITY DEPOSIT: The total amount of security deposit shall be 5 % of the contract value including GST**
 15. Upon acceptance of tender, the Successful Bidder must deposit at least 50% of the amount of Security deposit (including GST) within the time specified in the Letter of Award or Work Order before commencement of work.



16. The successful bidder has options to pay the Security Deposit (SD) amount by pay order/ demand draft / Securities like NSC /Bank Guarantee / Fixed Deposit Receipt/SBI Collect etc. as per BHEL's policy before commencement of work.
17. Security deposit can also be recovered at the rate of 10% progressively from the running bills. However, in such cases, at least 50% of the security deposit should be deposited before the start of the work and balance 50 % will be recovered from the Running Bills.
18. The security deposit shall not carry any interest.
19. If the value of work done at any time exceeds the contract value, the amount of Security Deposit will be correspondingly enhanced and the additional security deposit will be immediately deposited by the successful bidder or recovered from payments due to the contractor from Monthly bills(RAB).
20. SD REFUND: 50% of the Security Deposit amount will be returned after 30 days from the date of submission of final bill on certification by BHEL Site Engineer & on receipt of required declaration forms for release of SD. Balance 50% will be refunded after settlement of final bill and production of "No Due Certificate" from Site In-Charge, BHEL-EDN-CSPGCL KORBA TPS STPS STAGE-I R&M SITE.
21. The Bidder shall submit a certificate to BHEL declaring that the Bidder has complied with all the statutory provisions including and pertaining to Provident fund and ESI during the execution period of the contract and provide relevant documents as proof.
22. In addition to the local laws and regulations the bidder shall also comply with the Minimum Wages Act. The Payment of Wages Act and the rules made there under in respect of labor currently employed on or connected with the contract shall be followed.
23. A declaration indicating that there is no deviation from the conditions mentioned in tender documents should be given in the format as per Section-3 (Annexure- 3)
24. The work will be taken up immediately and the work shall be completed as per the BHEL's requirement.
25. The Bidders shall get themselves familiar with the site and nature of job in advance where the work is to be executed before quoting their rates.
26. Apart from Service tax any other govt. taxes as applicable from time to time shall be borne by the Bidder.



27. The Bidder shall arrange to obtain valid gate passes for their workmen and equipment from the concerned authorities. The bidder shall furnish documents such as Address proof, police verification certificate etc. for their workmen as needed by CSPGCL. **PF/ESI registration for workmen is essential for CSPGCL KORBA TPS gate pass formalities.**
28. No man / material/ equipment not covered by valid gate pass shall be permitted within the power station area and no material / equipment shall be permitted to be taken out of the power station unless authorized by concerned authority. The Bidder shall be held fully responsible for any delays / losses / damages that may result consequent on any lapses that may occur on the part of his employees in this regard.
29. Carrying inflammable materials / striking of matches, lighters or smoking or other acts which may cause fire hazards in the area of power station such as Hydrogen plants, Hydrogen storage area, fuel oil plant / storage areas, BHEL stores etc. is strictly prohibited.
30. The Bidder shall compulsorily provide personal protective equipment to his employees & in the event of him not providing then it will be provided by BHEL at Bidder's risk and cost of the same will be recovered from the bill/s.
31. All necessary personal safety equipment as considered adequate by the BHEL site Engineer should be made available at Bidder's cost for use by the persons employed at the site and be maintained in a condition suitable for immediate use. The Bidder should also give sufficient safety training and instructions to his workmen and ensure proper use of safety equipment by those concerned.
32. The Bidder shall obtain permission from appropriate authority / license if required under any applicable law regulations for engaging labors for execution of the work and observe all terms and conditions of the said authorization / license.
33. The Bidder shall comply with the provision of all applicable labor legislation / Acts pertaining to payment of wages and shall pay his workers' wages not less than minimum as applicable in CSPGCL KORBA TPS STAGE-I plant premises.
34. The Bidder has to make his own arrangement for T&Ps essential to carry out Water wall modification work as per Safety instructions of CSPGCL/BHEL Site Engineers.



Apart from this, the bidder shall also arrange safety appliances and consumables required for the job.

35. The work shall be executed as per the direction and to the satisfaction of BHEL site Engineer. Decision of BHEL site Engineer will be firm and binding on all matters.
36. Any person below the age of 18 years shall not be deployed for the work.
37. The Bidder shall be required to pay full wages to the workers as per prevailing rules.
38. The Bidder has to comply with the safety requirement of CSPGCL KORBA TPS STAGE-I plant premises.
39. **The Bidder shall possess independent PF code & ESI code. Bidder has to observe all formalities as per PF & ESI act.**
40. The Bidder shall be liable to comply with provisions under the various labor legislations. Besides other obligations under the labor legislations he is required to ensure payment of minimum wages as per Minimum Wages Act, grant of leaves, as per the notification of Chief Labor Commissioner, Provident Fund under the Provident Fund Act, compensation under the Workmen Compensation Act, Retrenchment compensation etc. The Bidder shall indemnify M/S BHEL and its Customer M/S CSPGCL against all claims, damages and compensations on account of his failure to comply with statutory provisions.
41. If the Contractor or his workmen shall break, deface injure or destroy any part of a building, road, fenced enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, stored components or any other property or to any part of erected equipment etc., the contractor shall make the same good at his cost or in default the Engineer may cause the same to be made good by other workmen / agency or by other means and deduct the expense (of which the BHEL Engineer's decision is final) from any sum that may be then or at any time thereafter become due to the Contractor or from his security deposit or any other money due.
42. The Bidder shall not subcontract, transfer or assign any part or full work of this award without prior written permission from BHEL.
43. If any dispute or difference of any kind whatsoever shall arise between BHEL-EDN and the Bidder arising out of the contract or with respect to its interpretation, whether during or after its completion or whether before or after its termination, abandonment



or breach of the contract, it shall be referred to the sole arbitration of the Unit head of BHEL-EDN or any Officer duly authorized by him in this behalf and the decision of the Arbitrator shall be final and binding on the parties.

44. As per CSPGCL KORBA TPS STAGE-I plant statutory requirement, the Bidder and their workers shall follow all safety rules while working so that there should not be any accident, which may cause loss of life and damage to Customer's property.

Bidder shall also take insurance cover for workmen compensation for the workers employed by him at his own cost.

45. The Bidder shall ensure that there is no opening in any working platform/any floor of the building, which may cause fall of workers or material. Whenever an opening on a platform/any floor of the building is unavoidable, the opening should be suitably fenced and necessary measures for protection against falling objects or building workers from such platform are taken by providing suitable safety nets, safety belts or other similar means.
46. No complaints from Bidder's workmen with regard to nature of work entrusted or place of work will be entertained.
47. The Bidder or his authorized representative shall be available at BHEL Site Office daily for receiving necessary instructions from Engineer-In-Charge, BHEL and to carry out the work accordingly.
48. The Bidder is required to carry out the work in controlled conditions so as to contain air pollution, water/land contamination within relevant legislative and statutory requirements.

49. **RIGHTS OF BHEL**

50.

BHEL reserves to itself the following rights in respect of this Contract without entitling the Bidder to any compensation.

51. To get the work done through another agency at the risk and cost of the Bidder, in the event of poor progress or the Bidder's inability to progress the work for completion as stipulated in the Contract, poor quality of work, persistent disregard of instructions of BHEL, assignment, transfer, subletting of the Contracted work without written permission of BHEL, non-fulfillment of any Contractual obligations etc. and to claim / recover compensation for such losses from the Bidder including BHEL's supervision charges and overheads from Security Deposit/ other dues.
52. To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the Contract during the progress of work and get it done through another agency and/ or by the departmental labor to suit BHEL's commitments to its Customer or in case BHEL decides to advance the completion due to other emergent reasons / BHEL's obligation to its Customer.



53. To terminate the Contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:
54.
 - Bidder's continued poor progress.
 - Withdrawal from or abandonment of the work before completion of the work.
55. Corrupt act of the Bidder.
56. Insolvency of the Bidder.
57. Persistent disregard of the instructions of BHEL.
58. Assignment, transfer, subletting of the Contract work without BHEL's written permission.
59. Non-fulfillment of any Contractual obligations.
60.
 - To recover any moneys due from the Bidder from out of any moneys due to the Bidder under this or any other Contract or from the Security Deposit.
61. To claim compensation for losses sustained including BHEL's supervision charges and overheads in case of termination of Contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the Contract value per week of delay or part thereof subject to a ceiling of 10% of the Contract value.
62.
 - To determine the Bidder to restrict the quantum of work and pay for the portion of work done in case BHEL's Contract with its Customer is terminated for any reason.
- 63.
64. To effect recoveries from any amounts due to the Bidder under this or any other Contract or in any other form the moneys which BHEL is forced to pay to anybody due to Bidder's failure to fulfill any of his obligations.
65.
 - To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
66.
 - To deploy BHEL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the Bidder and to recover the expenditure on account of the same from the moneys due to the Bidder.
67.
 - While every endeavor will be made by BHEL to this end, BHEL cannot guarantee uninterrupted work due to conditions beyond its control. The Bidder will not be entitled to any compensation/ extra payment on this account.
68.
 - In the event of any dispute of technical nature, the decision of BHEL shall be final and binding on the Bidder.
- 69.

Note: The term 'Customer' means, CSPGCL KORBA TPS.



Terms & Conditions of Reverse Auction

Against this enquiry, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of “online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (That shall be furnished later) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. In case of any deviation w.r.t terms and conditions mentioned in this N.I.T, found after opening of Part-I Bid, loading criteria shall be framed and shall be informed to the bidder before Price Bid opening.
9. Reverse auction will be conducted on scheduled date & time.
10. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
11. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.



12. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice without seeking anymore price Impacts on account of BHEL not going for Reverse Auction. Hence please quote your best lowest price in first instant itself.
13. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
15. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
16. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



AGREEMENT

Agreement No. and Date _____

Name of the Work _____

Name of the Bidder with

Full _____ address

Value of work awarded

Letter of Intent No. and Date _____

Scheduled Commencement Date _____

Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2019 between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi- 110049 (herein after called BHEL) of the ONE PART.

AND

M/S _____

_____ (hereinafter called the 'Bidder') of the SECOND PART.

WHEREAS M/s -----state
That they have acquired and possess extensive experience in the field of -----

And whereas in response to an Invitation to Tender No. ----- issued by BHEL for execution of ----- the Bidder submitted their offer No.-----dated -----And whereas BHEL has accepted the offer of the Bidder on terms and conditions specified in the Letter of Intent No.--dated -----read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties
As follows:

1. That the Bidder shall execute the work of -----and more particularly described in Tender Specification No -----including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to



terms and conditions contained in these presents, instructions to Bidders, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated ----- and such other instructions, Drawings, Specifications given to him from time to time by BHEL.

2. The Bidder is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- ---- towards satisfactory performance and completion of the Contract.
3. The Bidder has furnished a Bank Guarantee bearing no.-----dated ----- --for a sum of Rs.-----executed by ----- in favor of BHEL towards Security Deposit valid up to -----

OR

The Bidder has furnished to BHEL an initial Security Deposit of Rs.----- ---in the form of cash / approved Securities/ B.G No.----- dated ----- - for Rs.----- -----executed by ----- in favor of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The Bidder has furnished to BHEL an initial Security Deposit of Rs.----- (Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.----- submitted vide Bank draft No. SBI Collect No.----- dated.-----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Bidder hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the Bank, the Bidder, shall pay forthwith or accept recovery of Rs.----- - from the bills in one installment and the Bidder further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of Contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs. -----.

OR

In case the Bidder furnishes the bank guarantee at a later date the Bidder hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the Bidder fails to obtain such extension(s) from the bank, the Bidder shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the Bidder further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of Contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Bidder by BHEL in accordance with this Agreement the Bidder hereby covenants and undertakes with BHEL that they shall



execute, construct, Complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

6. That the Bidder shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.

7. That the Bidder shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

8. That BHEL shall, after proper scrutiny of the bills submitted by the Bidder, pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Bidder.

10. That whenever under this Contract or otherwise, any sum of money shall be recoverable from or payable by the Bidder, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

11. That all charges on account of Octroy, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Bidder.

12. That BHEL shall be entitled to deduct from the Bidder's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.

13. That BHEL shall be further entitled to recover from the running bills of the Bidder or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Bidder.

14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Bidder with respect to compensation payable to BHEL or Bidder's obligations shall remain unaffected.

15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.

16. The following documents

1. Invitation to Tender No-----

And the documents specified therein.

2. Bidder's Offer No-----



Dated-----.

3. _____

4. _____

5. _____

6. Letter of Intent No _____
dated _____.

7. _____

Shall also form part of and govern this Agreement

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the
Presence of

WITNESS

(to be signed by a person holding
a valid Power of Attorney)
(BIDDER)

1.

2.

WITNESS

1.

2.

(For and on behalf of BHEL)

Note: Bank Guarantee period shall be for the period of Contract plus claim period of SIX
months.



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

_____ (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 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 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 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.

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 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

Contractor

(Office Seal)

Place _____

Date _____

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/

(Office Seal)

Witness: _____

(Name & Address) _____



SECTION-2

SCOPE OF WORK & PAYMENT TERMS

INSTALLATION OF ASLD: To carry out modification work in boiler Water wall area including arrangement for scaffolding, cutting existing water wall (Opening is to be made in boiler (16/unit, total 4 units)) for ASLD sensor erection. Mounting of Sensors at different levels as per Drawing, High Pressure welding at all joints (Welding procedure will be provided by BHEL), Conducting NDT and radiography and furnishing reports to BHEL/CSPGCL for IBR approval

SCAFFOLDING:

Necessary precautions to prevent any accidental collapse of scaffolding or fall of persons from scaffolding. It is to ensure that scaffolding are designed by a competent person and its erection and repairs should be done under the expert supervision. The scaffolding shall meet the required strength and other requirements for the purpose for which the scaffold is erected. The material used for scaffold should conform to the BIS / International standards.

WELDING - SPECIAL REQUIREMENTS

3.00.0 WELDING OF PRESSURE PARTS AND HIGH PRESSURE PIPING

The welding of all pressure parts and high pressure piping shall be in accordance with the following requirements:

3.01.0 Qualification of Weld Procedures

Only qualified welding procedures as per ASME Section IX shall be used by contractor at site. Procedure qualification records along with WPS shall be submitted to CSPGCL for review. Welding procedure shall indicate all essential and non-essential parameters as per ASME Section IX. Makes of welding consumables shall be subject to employer's approval.

3.02.0 Welder's Qualification

Only welders who are qualified in accordance with the latest applicable requirements of the Indian Boiler Regulations, shall be permitted to perform any welding work on the pressure parts and its attachment welding. In addition to such statutory qualification requirements, the welders shall also undergo a satisfactory pre-production qualification test to be conducted by the Contractor at site as per ASME Sec IX in presence of

employer's representative(s), prior to performing work under these specifications. The services of an independent testing laboratory shall be retained by the Contractor to perform welder qualification tests for welders.

All the welders carrying out welding at site shall carry an identification badge, which shall indicate the category and the grade of welding for which they have been tested and authorized to carry out welding. All such badges shall be countersigned by the Employer.

3.03.0 **Records**

Welder's performance shall be monitored regularly and record of their performance shall be maintained by contractor in a manner acceptable to the employer. Contractor shall maintain such records including record of procedure qualification & welder qualification and hand-over to the employer at the end of work.

3.04.0 **MARKING**

On completion of each welded joint, the welder shall mark his regularly assigned identification mark near the joint. The welder's identification numbers, inspection stamps or code symbol stamps and any other information shall not be directly stamped on any alloy steel piping. In alloy steel piping, all such information shall be stamped on separate marking plate which shall be tack welded on pipe near the weld.

4.00.0 **HEAT TREATMENT**

4.01.0 Pre-heating, post-heating and post-weld stress relief operations of all welds, shall be performed in accordance with the requirements of applicable code. Local post weld stress relieving heat - treatments shall be adopted only in cases where it is normally impracticable to subject the entire assembly as such for stress relieving operations. Heating may be by means of electric induction coils or electric resistance coils. Oxy-acetylene flame heating or exothermic chemical heating methods will not be permitted. Complete recording of the temperatures throughout the stress relieving cycle of the material and the weld subjected to heat treatment shall be made by means of a potentiometric recorder. Recorders other than those of potentiometric type shall not be used for such temperature recording during stress relieving operations.

The contractor & employer's representative, at start and at the end of HT Cycle shall sign the time and temperature



charts for heat-treatment.

4.02.0 After setting up the weld joint for heat treatment operation, the Employer's signature shall be obtained on the strips chart of the recorder prior to starting of heat treatment

Cycle. The right hand corner of the strip chart at the starting point of the heat treatment cycle shall contain details like the weld number, material, diameter and thickness, method of heating adopted, prescribed ranges of heat treatment temperatures, date of heat treatment, reference to item number of the Field welding Schedule (as specified at clause no 7.00.00- of this chapter) etc.

5.00.0 WELD EDGE PREPARATION

Preparation at site of weld joint shall be in accordance with details acceptable to the Employer. Wherever possible, machining or automatic flame cutting shall be used for edge preparation. Hand flame cutting will be permitted only where edge preparation otherwise is impractical. All slag shall be removed from cuts and all the hand cuts shall be ground smooth to the satisfaction of the Employer. Flame cutting of alloy steel pipe shall be avoided. Wherever such cutting is done, a 200mm length at the cut face shall be removed by machining. Pneumatic hand tools such as edge preparation, tube cutting machine can be used.

Conducting of Hydro Test for the post welding of Pipes.

NON-DESTRUCTIVE TESTING (NDT):

Recording results of NDT carried out at site in the format acceptable to CSPGCL. All the radio graphs & its report duly signed & correlated to the job shall be submitted to IBR for Certification. Sensitivity of all the test equipment shall be compatible to the job & acceptance norms agreed.

1. Contractor shall also submit bills for the work completed under the specification, once in a month detailing work done during the month. The format for billing shall be submitted to BHEL site office before raising invoices.
2. Shortage/damage reports on BHEL's standard format provided by BHEL EDN Site Office to be submitted.
3. The Contractor shall submit copies of the following documents to BHEL Engineer before commencement of work.



4. Remaining Work Shall be As per Bill Of Qty Cum Price Schedule in Section-4

** PF Registration / Membership certificate

** ESI documents of Workmen. **A must document for the Gate pass formalities of CSPGCL.**

The Contractor shall submit the following documents along with every RA Bill to BHEL Engineer

- Attendance sheet for the man power engaged
- Monthly wage sheet
- PF/ESI paid challan of the previous month as applicable
- WCI
- GST Paid challan for the work month against which bill is submitted.

5. **TERMS OF PAYMENT:**

90 % of the value of RA Bills submitted by the Contractor will be paid on Pro rata basis. Balance 10 % shall be released upon submission of Final Bill after Completion of Mechanical Erection Work of Unit-3 and 4 as per Bill Of Qty.

6. **TIME SCHEDULE & TERMINATION**

The time schedule indicated is for 4 Months Staggered in Two Months for each Unit. Work of One Unit is scheduled tentatively in Jul, 2023 and subsequent units are scheduled in every 6-12 months till the completion of Boiler water wall modification job in Unit-3 and Unit-4.

Please note that BHEL reserves the right to close or terminate the contract at any time of the contract schedule by giving one-month notice. The decision of BHEL is final and binding. The bidder to confirm acceptance to this clause.

7. **Liquidated Damages:** In case of delay in unloading of materials are in providing suitable manpower BHEL may carry out the work at the risk and cost of the contractor by giving notice in writing. The expenses so incurred by BHEL shall be recovered from the amounts due to the contractor against this contract or any other contract with BHEL.

8. **GST BHEL EDN GST NO: 29AAACB4146P1ZB**
BHEL NODAL AGENCY GST NO: 22AAACB4146P1ZP

- a. Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.



- b. The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder's bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
- c. Invoice submitted should be in the format as specified under GST Laws viz. All details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.
- d. Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
- e. TDS shall be deducted on taxable value of services where the contract value exceeds Rs 2,50,000/- Rate of TDS is: 1% CGST+1%SGST(Intra State) and 2% IGST(Inter State)

SECTION-3

SBI E Collect

- 1 Click on the link:
<https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 Agree the terms and condition click on proceed
- 3 Choose State of Corporate : KARNATAKA
- 4 Type of Corporate : INDUSTRY
- 5 Select Industry : BHARAT HEAVY
ELECTRICALS
LTD
- 6 Select category : EMPLOYEES /
OTHERS
- 7 Fill the necessary information
- 8 Make the payment through any net banking/Debit card
- 9 Download Receipt keep it for reference.

- a. Tenders received without the requisite Earnest Money in full will not be considered.
- b. The Earnest Money Deposit of the successful bidder will be retained and adjusted towards part of Security Deposit.
- c. In the case of unsuccessful bidders, the Earnest Money will be refunded normally within Fifteen (15) days of acceptance of award of work by the successful bidder.



- d. The refund of Earnest Money will be through EFT only. Bidders shall submit the 'EFT for as per the [Annexure – 9](#) with correct and complete information
 - e. BHEL reserves the right of imposing forfeiture of Earnest Money Deposit on the bidder if:
 - a) After opening of Tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The contractor fails to deposit the required Security Deposit or does not commence the work within the period as per LOA/WO.
 - f. EMD shall not carry any interest
- 2. Taxes : GST applicable as per the existing rules from time to time.
 - 3. Deviations : Bidders are requested to accept all our terms and conditions without any deviations
 - 4. **Arbitration** : Subject to Bangalore Jurisdiction only and other provisions under the Indian Arbitration & Reconciliation Act 1996. All disputes between the parties to the Contract arising out of or in relation to the Contract, other than those for which the decision of BHEL Engineer or any other person is by the Contract expressed to be final and conclusive, shall after written notice by either party to the Contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996. The parties to the Contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the Contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this Contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the General Manager or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid. The Arbitrator may, from time to time, with the consent of both the parties to the Contract, enlarge the time for making the award. Work under the Contract shall be continued during the arbitration proceedings. The venue of the arbitration shall be the place from which the Contract is issued or such other place as the Arbitrator at his discretion may determine.
 - 5. For this Procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT before finalization of Contract/WO against this NIT.



Signature of the tenderer.....

Name & address of the tenderer.....

ANNEXURE - 1

CHECKLIST OF DETAILS AND ENCLOSURES.

Note: Please fill up the list with details OR select the option with tick mark appropriately. No column should be left blank.

1.	Name and Address of the Bidder	
2.	Contact Details	Phone No: Mobile no: Fax No.: Email address:
3.	EMD payment details:	Mode of payment:
4.	Validity of offer / rates quoted for 90 days from the date of opening of Tender: mentioned in tender document	YES / NO
5.	Offer Forwarding Letter (Annexure-2) enclosed.	YES / NO
6.	No Deviation Certificate (Annexure-3) enclosed	YES / NO
7.	Declaration confirming knowledge about site conditions (Annexure-4) enclosed	YES / NO
8.	Declaration on relations in BHEL (Annexure-5) enclosed	YES / NO
9.	Non-disclosure agreement (Annexure-6) enclosed	YES / NO
10.	Format For Claim For Refund Of Security Deposit (Annexure-7) enclosed	YES / NO
11.	Declaration sheet as per Annexure-8 enclosed	YES / NO
12.	Copy of PAN No of Tender (Copy of the same to be enclosed)	YES / NO
13.	EFT Form as per Annexure-9 enclosed	YES / NO
14.	GST Registration no (if applicable)	
15.	GST rate Applicable: - (%) Same as quoted in PART-II Bid	



16.	Tax quoted in price bid, Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST
17.	HSN Code SAC Code	

ANNEXURE-2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Tender Reference No.:

Date:

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender Reference No.:Dated

I/We hereby offer to carry out the supply and Installation work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited – Electronics Division, Bangalore, in accordance with the terms and conditions thereof.

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

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Forms and Procedures
4. Price Bid

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish '**Security Deposit**' for the work as provided for in the Tender Conditions within the stipulated time before commencement of Work as per Page No.06 of this N.I.T

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) in SBI Collect/Demand Draft and furnished/furnishing Remittance Details as per Page No.06, Pt No. 10 of this N.I.T

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:



NO DEVIATION CERTIFICATE

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

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **No Deviation Certificate**

Ref: 1) NIT/Tender Reference No.: Dated
2) All other pertinent issues till date.

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website and in case of such observance at any stage; it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions of the NIT.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of
Authorized representative of the bidder)



ANNEXURE-4

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Reference No:,

2) All other pertinent issues till date

I/We, _____ hereby declare and

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

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

Yours faithfully,

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

Date:

Place:



ANNEXURE-5

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Reference No.:Dated
.....

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation with or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

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

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.



ANNEXURE-6

**NON – DISCLOSURE AGREEMENT MEMORANDUM OF
UNDERSTANDING**

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

BHEL EDN is committed to Information Security Management System as per Information Security Policy.

M/sproviding.....service to BHEL EDN Bangalore hereby undertake to comply with the following in line with Information Security Policy of BHEL EDN:

- Maintain Confidentiality of Documents & Information which shall be used during the execution of the contract.
- The Documents & Information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL EDN.

Bidder's Name and Address

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

Place:

Date:



ANNEXURE-7

FORMAT FOR CLAIM FOR REFUND OF SECURITY DEPOSIT

Sl. No.	Description	Details / Comments/Amount
1	Name of Contract	
2	W.O. No & Date	
3	Name of the work undertaken	
4	Date of Commencement of Work	
5	Date of Completion of work	
6	Period of maintenance	
7	Date on which Final bill was paid	
8	Last date of making good the defect during maintenance period	
9	Expenditure incurred by BHEL during the maintenance period, if any recoverable	
10	Date on which security Deposit falls due as per contract	
11	Amount deposited or recovered	
12	Less Amount recoverable (with details)	
13.01	Amount Spent by BHEL on behalf of contractor	
13.02	Payment made on behalf of contractor	
13.03	Court dues / penalties / compensation	
13.04	Other recoveries for services	
13.05	Security Deposit released with final bills	

CERTIFICATE TO BE FURNISHED BY CONTRACTOR

I / We have no claim of demand outstanding against BHEL, Bangalore-560026 for the work done or materials supplied or on any account arising out or connected with the work order mentioned above and the payment of this bill shall in full & final settlement of all my/our claims and demands including the deposits in respect of the Tender referred to.

Seal and Signature with Date of
Authorized representative of Contractor

Place:

Date:



CERTIFICATE TO BE FURNISHED BY BHEL EDN ENGINEER

Certified that

- The payment recommended for release is in order and that there are no demands other than those included in the claim outstanding from the contract.
- The maintenance period as per the work order is over and the contractor has carried out the works required to be carried out by him during the period of maintenance to our satisfaction and all expenses incurred by the company on carrying out such works have been included for adjustment.
- All other objections raised so far have been settled.
- A note of refund of security deposit has been made in the measurement book and contract agreement / work order.

Date:

Engineer

Signature

of

FOR USE OF ACCOUNTS DEPARTMENT

Passed for Rs...../- (Rupees _____ only).

Accountant

Accounts officer

ACKNOWLEDGEMENT BY THE CONTRACTOR

Received Rs...../- (Rupees _____ only) in full and final settlement of my / our claim.

Date:

Signature



ANNEXURE-8

FORMAT OF DECLARATION TO BE GIVEN WITH FINAL BILL

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

Ref:

Date:

To,

BHEL - Electronics Division,
PB.No.2606, Mysore Road,
Bangalore – 560026.

Kind Attention:

Dear Sir / Madam

Ref: Your W.O NO..... Date:

This is to certify that:

1. We have made full & final payment (Retrenchment Compensation, One month notice / notice pay in lieu thereof, payment for un availed portion of EL etc. as applicable) to all our workers and as on today nothing is pending / payable to any worker on account of wage & other benefits.
2. We have complied with relevant provisions of employees provident fund and misc. provisions Act 1952 and rules made there under and we have deposited up to date PF contribution under PF code No.:.....
3. No one was injured / died due to accident during the period of contract in the execution of the work and hence no compensation payment is applicable.
4. No labour payment is pending with us.
5. We hereby certify that the work was completed in accordance with terms and conditions of the said work order / award letter and all the particulars as declared above are true to the best of my knowledge & belief.
6. That in case principal employer is held responsible / liable to pay any amount/penalty charge by an order of the court, arbitrator or authority due to acts or omissions of the contractor M/shereby undertakes to indemnify the principal employer to deduct that amount from our bills payable by you in any other contract.
7. No other claims against this contract / work order will be made by..... on BHEL Bangalore.

Thanking You,

Yours Sincerely



ANNEXURE-9
EFT FORM

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account

Number(PAN):

Address

City:

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

Bank Name:

Bank Address:

Bank Telephone No:

Bank Account No:

Account Type: Savings/Cash Credit

9 Digit Code Number of Bank and branch

appearing on MICR cheque issued by Bank

Bank swift Code(applicable for EFT only)

Bank IFSC code(applicable for RTGS)

Bank IFSC code(applicable for NEFT)

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative

for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments

to the designated bank account.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.

This authority remains in full force until BHEL, EDN; Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS /EFT.

Date:

Authorized Signatory:



TENDER REF: CE/ES/2022-23/U34/CSPGCL KORBA (W)/MECH/SJDB

DATE: 23/03/2023

SECTION - 4

SCHEDULE OF PRICE

NOTES: (These notes form part of SECTION - 4)

1. Bidders should quote for all the items in Rate Schedule. Non-compliance to this may lead to rejection of offer.
2. The prices quoted shall be FIRM throughout the period of contract. No escalation in prices will be allowed
3. The Rates shall be entered in figures as well as in words in clear legible writing. No overwriting is allowed. All scoring and cancellations should be countersigned and in case of illegibility the interpretation of BHEL Engineer shall be final. All entries shall be in English language. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
4. Bidder's Total price shall be considered for evaluation unless stated otherwise.

(Signature of the Bidder with Seal)

Place:

Date:

	TENDER REF: CE/ES/2022-23/U34/CSPGCL KORBA (W)/MECH/SJDB DATE: 23/03/2023 SECTION - 4 SCHEDULE OF PRICE						
	PROJECT : CSPGCL KORBA (WEST) , CHHATISGARH, STAGE-1, (Rating - 4 x 210 MW), UNIT-3 & UNIT-4 WORK : R AND M OF MECHANICAL WORK IN BOILER AREA						
Sl. No	ITEM DESCRIPTION	UOM	QTY For Unit -3	QTY For Unit -4	Total Qty.	QUOTED Unit Rate in Rs. (Exclusive of GST)	QUOTED Total Value in Rs. (Exclusive of GST)
1	FLAME SCANNERS: Mounting of scanners at Windbox / Burner, racks provided as loose items and Mechanical Erection Support With Adequate Manpower						
1a	IR Flame Scanner with Head Assembly	No.	24	24	48		
1b	UV FLAME SCANNER	No.	24	24	48		
1c	Butterfly valve with Limit switch (The work includes Mechanical installation)	No.	2	2	4		
2	Boiler Water wall modification for Installation of ASLD System. Work includes Scaffolding, Cutting of Existing water wall along with Insulation and Re-Filling of Insulation after Completion of job, High pressure Welding at various joints, Conducting NDT and Radiography and arrangement of IBR Certification						
2a	SCAFFOLDING	Set	1	1	2		
2b	CUTTING OF EXISTING WATER WALL(4 CUTS AND 4 JOINTS) FOR 16 TUBE BENDS AND SENSORS ALONG WITH INSULATION AND REFILLING OF INSULATION POST COMPLETION OF WORK	Set	1	1	2		
2c	HIGH PRESSURE WELDING AT 64 JOINTS	Set	1	1	2		
2d	CONDUCTING NDT	Set	1	1	2		
2e	CONDUCTING RADIOGRAPHY TEST	Set	1	1	2		
3	BOILER FIELD INSTRUMENTS including Necessary Tubing						
3a	Mounting of Oil Gun Assembly with guide pipe.	No.	24	24	48		
3b	Air registers with pneumatic actuators for pulverised coal fired wall mounted burner assembly	No.	24	24	48		
3c	Stainless Steel (SS) Tubes , Size: 1/4" dia OD.	Mtr	150	150	300		
4	Complete Scanners air fans system with two fans						
4a	One Centrifugal fans with AC drives (including vibration isolators)	No.	1	1	2		
4b	One Centrifugal fans with DC drives and starter (including vibration isolators)	No.	1	1	2		
4c	Scanner air filters	No.	1	1	2		
4d	Emergency suction air damper	No.	1	1	2		
4e	pneumatic dampers at discharge lines	No.	2	2	4		
4f	manual dampers at fan suction	No.	2	2	4		
4g	Scanner air piping up to individual scanners and oil gun with supports	Set	1	1	2		
4h	SS hose for cooling air each oil gun and scanners	Set	1	1	2		
	Total Value for Unit 3 & Unit 4 in Rs. (Exclusive of GST)						
	GST @ 18% (present rate)						
	Total Value for Unit 3 & Unit 4 in Rs. (Inclusive of GST)						
	(Signature of the Bidder with Seal)						Place: Date: