

E-TENDER SPECIFICATIONS

E- TENDER SPECIFICATION NUMBER: BHE/PW/PUR/LRPT2- PEB SHED/2877

FOR

SUPPLY, FABRICATION, MANUFACTURING, TRANSPORTATION, RECEIPT AT SITE AND ERECTION OF PRE ENGINEERED AND RE-ERECTABLE TYPE 09 NO. CLOSED STORAGE SHED (SIZE 60MX15M), AT 2X800 MW NTPC LARA SUPER THERMAL POWER PLANT,STAGE-II

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

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



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector – Western Region
345-Kingsway, Nagpur-440001

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-2877</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-2877</u>)
I-A	Technical Conditions of Contract	Vol-I-A-2877
I-B	Special Conditions of Contract	Vol-I-BCD-2877
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2877)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2877)
I-E	Technical Specification & Drawing	Vol-IE-2877
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2877

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EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

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

M/s.
.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)

Place: Nagpur

Dae:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 4 of 73

Date: 26/10/2023

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NOTICE INVITING TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

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To,

Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

Sealed offers in two part bid system (National competitive bidding (NCB) or International Competitive Bidding (ICB) are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-1) through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHE/PW/PUR/LRPT2- PEB SHED/2877
ii	Broad Scope of job	SUPPLY, FABRICATION, MANUFACTURING, TRANSPORTATION, RECEIPT AT SITE AND ERECTION OF PRE ENGINEERED AND RE-ERECTABLE TYPE 09 NO. CLOSED STORAGE SHED (SIZE 60MX15M), AT 2X800 MW NTPC LARA SUPER THERMAL POWER PLANT,STAGE-II
iii	DETAILS OF TENDER DOCUMENT	
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.
B	Volume-IB	Special Conditions of Contract (SCC)
C	Volume-IC	General Conditions of Contract (GCC)
D	Volume-ID	Forms and Procedures
E	Volume-IE	Additional Annexure
	Volume-II	Price Schedule (Absolute value).
iv	Issue of Tender Documents	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 26/10/2023, Time :18:00 Hrs Closes: 02/11/2023, Time: 13:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)

BHEL-PSWR
Technical Conditions of Contract –Volume I A (Part I: Contract Specific Details)

E-Tender Specification Number: BHE/PW/PUR/NTPRT-STR ERE PKG-A/2117
BHE/PW/PUR/NTPRT-STR ERE PKG-B/2118

Page 4 of 73

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 5 of 73

S No.	ISSUE	DESCRIPTION	
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 02/11/2023, Time :13:00 Hrs</p> <p>The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in</p> <p><u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u></p> <p>Hard copy bid or bids through E-mail / fax shall not be accepted.</p>	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	<p>Date:02/11/2023, Time: 17:00 Hrs</p> <p>Notes:</p> <p>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.</p> <p>(2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.</p>	Applicable
vii	EMD AMOUNT	<p>Rs 2,00,000/- (Rupees Two Lakh Only)</p> <p>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC..</p>	Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>One day before due date of offer submission.</p> <p>Along with soft version also, addressing to undersigned & to others as per contact address given below:</p> <p>1) Name: Viveka Nand Jha/ Tapish Kumar Designation: Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Mobile-9429198214/ 9010903666 Email:vivekjha@bhel.in/tapishkhandelwal@bhel.in</p> <p>2) Mr. Kamlesh Kumar Designation: DGM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email: kamleshbhel@bhel.in Mob: 9425554615</p>	Applicable

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 6 of 73

S No.	ISSUE	DESCRIPTION	
		3) Name: R. M. Malhotra Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Email : rmalhotra@bhel.in	
x	SCHEDULE OF Pre Bid Discussion (PBD)	---	<i>Not Applicable</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	1) Shri Otem Dai, IAS (Retd.) 2) Shri Bishwamitra Pandey, IRAS (Retd.) 3) Shri Mukesh Mittal, IRS (Retd.)	<i>Applicable</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed digitally using Class III DSC & uploaded in E-Procurement Portal, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Not Used

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	5th Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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

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

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

5.0 Procedure for Submission of Tenders:

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

Documents Comprising the e-Tender

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

a. Technical Tender (UN priced Tender)

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

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

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

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

DO NOT'S

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 8 of 73

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

Digital Signing of e-Tender

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

The Requirement:

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

BHEL has finalized the e-procurement service Provider:-

NIC PORTAL (<https://eprocurebhel.co.in>)

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

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

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

1. Peter Raj, NIC, Ph: 9942069052

Email Support: support-eproc@nic.in

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

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

The contact details of the DSC certifying authority:-

please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

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

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

- PART I consisting of 'PART I A (Techno Commercial Bid)' & 'PART I B (EMD)' in two separate sealed and superscribed envelopes (ENVELOPE I & ENVELOPE II)
- PART II (Price Bid) in sealed and superscribed envelope (ENVELOPE III)

One set of tender documents shall be retained by the bidder for their reference

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 9 of 73

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. ~~(All pages to be signed and stamped) (To be used in case of Paper bid only):~~

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 10 of 73

xi. —	Volume — I D : Forms & Procedures	
xii. —	Volume — II (UNPRICED — without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

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

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

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 11 of 73

- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 VOID

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal <https://eprocurebhel.co.in>, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.

15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 12 of 73

"Integrity Pact (IP)"

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

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

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

Name:	R M Malhotra/ GM (Purchase)	Viveka nand Jha/Manager (Purchase)
Dept:	Purchase Department	
Address:	Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001	
Email:	rmalhotra@bhel.in	Vivekjha@bhel.in
Phone:	9429198214	

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 13 of 73

- 18.0 Validity of the offer shall be for six months from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 **Reverse Auction:** "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

Note:-

1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on www.bhel.com against works contract.
 2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

~~23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~

~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.~~

~~23.2 'Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~

~~23.3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).~~

~~23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work.~~

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 14 of 73

- ~~23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) 'Assessment of Capacity of Bidder' as specified in clause 9.0.~~
- ~~23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'.~~
- ~~23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified~~
- ~~23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.~~
- ~~23.9 Prime Bidder shall be responsible for the overall execution of the contract.~~
- ~~23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.~~
- ~~23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~
- ~~23.12 In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.~~
- ~~23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.~~
- ~~23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).~~
- ~~SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.~~
- ~~23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.~~

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 15 of 73

- 24.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on www.bhel.com on "supplier registration page".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:

28.1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 16 of 73

per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

29.0 Micro and Small Enterprises (MSE)

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

Type under MSE	SC/ST-owned	Women owned	Others (excluding SC/ ST & Women Owned)
— Micro			
— Small			

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

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

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

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 17 of 73

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
- a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 18 of 73

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- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in **Annexure-11**.
 - (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

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

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

35.0 Order of Precedence:

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(General Manager - Purchase)

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 19 of 73

Enclosure:

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 20 of 73

01. ANNEXURE - 1

PRE QUALIFYING CRITERIA

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877	
JOB	SUPPLY, FABRICATION, MANUFACTURING, TRANSPORTATION, RECEIPT AT SITE AND ERECTION OF PRE ENGINEERED AND RE-ERECTABLE TYPE 09 NO. CLOSED STORAGE SHED (SIZE 60MX15M), AT 2X800 MW NTPC LARA SUPER THERMAL POWER PLANT,STAGE-II

S No	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Applicability	
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	APPLICABLE	
B	<u>Technical PQR</u> Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1 & (B.2.1 or B.2.2)) as under, in the last seven years as on latest date of bid submission: B.1: Bidder should have Executed "Piling or Civil or Structure or 'Civil and Structural Works' or RCC Chimney or RCC Cooling Tower or RCC Silo or Mill Bunker or "Pre-fabricated" sheds/offices/Building etc (Supply) any combination of these works" for any one of the following in the last seven years from latest date of bid submission: B.1.1) Executed One work of value not less than Rs. 280 Lakhs against single work order. OR B.1.2) Executed Two works each of value not less than Rs. 175 Lakhs against maximum two work orders. OR B.1.3) Executed Three works each of value not less than Rs. 140 Lakhs against maximum three work orders. AND B.2) Bidder must have, achieved/Executed any one of the following (i.e. B.2.1 OR B.2.2) in last seven years as on the latest date of offer Submission: (B.2.1) Erection/Construction of PEB SHED/PEB Office /Storage Shed of at least 540 M ² (Sq. M) area including of Structural Steel Works in a single work order Or (B.2.2) Erection of Steel Structure of at least 65MT* in a single work order.	APPLICABLE	

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 21 of 73

C-1	Financial TURNOVER Bidders must have achieved an average annual financial turnover (audited) of Rs. 105 Lakhs or more over last three Financial Years (FY) i.e. 2020-21, 2021-22 & 2022-23.	APPLICABLE	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	APPLICABLE	
C-3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	APPLICABLE	
C-4	Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable) Applicable, The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified packages i.e.	Not APPLICABLE	BY BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	NOT APPLICABLE	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		BY BHEL
G	Consortium tie-ups	NOT APPLICABLE	

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

Explanatory Notes for PQR B.1 (Technical)

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

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

Where

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of

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Website: www.bhel.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 22 of 73

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

- The evaluation currency for this tender shall be INR.

Explanatory Notes for Technical Criteria (B2):

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

Explanatory Notes for PQR -C (Financial):

C-1:

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 23 of 73

- requisite three years, will be averaged for three years.
- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

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

Note: Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above.

Net worth = Paid up share capital + Reserves

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

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

C-4: Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation / BIFR, which will render him ineligible for participation in this tender, and shall submit undertaking to this effect.

Common Explanatory Notes:

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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 24 of 73

and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.

- b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
- c. Number of partners including prime Bidder shall be NOT more than 3 (three).
- d. Prime Bidder alone shall necessarily comply with “B1 Technical Criteria” except for mechanical package where B1 criteria is not applicable.
- e. Prime Bidder and Consortium Partner shall together comply with the ‘Pre-Qualification Requirements’ specified for the respective category of technical requirement as per “B2 technical criteria”.
- f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
- g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
- h. Prime Bidder shall be the Bidder who has a major share of work.
- i. Prime Bidder shall be responsible for the overall execution of the Contract.
- j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
- k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
- l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL’s interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL
- m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a ‘standalone’ bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

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

**BHEL PSWR
Notice Inviting Tender**

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 25 of 73

Format-1

Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....

.....

Dear Sir,

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

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

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

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

Format-2

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

From,
Name:
Full Address:

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

To,

Dear Sir,

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

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

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

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

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

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

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

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

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 27 of 73

ANNEXURE - 2

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

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

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Website: www.bhel.com

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 28 of 73

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

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE-3

Certificate by Chartered Accountant on letter head

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

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

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

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

~~(Strike off whichever is not applicable)~~

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

~~Or~~

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

~~Or~~

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

~~Date:~~

~~(Signature)~~

~~Name:~~

~~Membership Number:~~

Seal of the Chartered Accountant

Reverse Auction Process Compliance Form

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{ BHE/PW/PUR/LRPT2- PEB SHED/2877} dt. {.....}

This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

BHEL PSWR
Notice Inviting Tender
E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 31 of 73

ANNEXURE – 5

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

Reverse Auction price confirmation and breakup

(To be submitted by L1 bidder after completion of Reverse Auction)

To

- M/s. Service provider
- Postal address

CC: M/s BHEL POWER SECTOR WESTERN REGION, Nagpur

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs. _____ (in value) &
_____ (in words)

for item(s) covered under tender enquiry No. BHE/PW/PUR/LRPT2- PEB SHED/2877

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

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

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

[ANNEXURE-7](#)

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi -110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877 (Job Description: SUPPLY, FABRICATION, MANUFACTURING, TRANSPORTATION, RECEIPT AT SITE AND ERECTION OF PRE ENGINEERED AND RE-ERECTABLE TYPE 09 NO. CLOSED STORAGE SHED (SIZE 60MX15M), AT 2X800 MW NTPC LARA SUPER THERMAL POWER PLANT,STAGE-II).** (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

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.....
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

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 36 of 73

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/

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

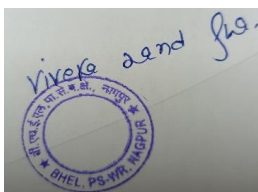
Page 37 of 73

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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
(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____

(Name & Address) _____

UNDERTAKING

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

To,

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHE/PW/PUR/LRPT2- PEB SHED/2877

I/We,

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

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

Place:

Date:

DECLARATION

Date: _____

To

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

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

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

From: M/s _____

Supplier Code: _____

Address: _____

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 40 of 73

Annexure-10

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND
SUBSEQUENT ORDER(S)**

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

To,

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/LRPT2- PEB SHED/2877,
2) All other pertinent issues till date

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

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

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

Thanking you,
Yours faithfully,

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

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

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.)

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

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

To,

GM-PURCHASE, BHEL-PSWR,
Floor No. 5&6, Shri Mohini Complex
345, KINGSWAY, NAGPUR-440001

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHE/PW/PUR/LRPT2- PEB SHED/2877,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ *(specify the name of the organization here),*

- (a) is not from such a country / ☐
- (b) has been registered with the Competent Authority *(attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT));* ☐

and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. *(attach relevant valid registration, if applicable)*

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

Thanking you,
Yours faithfully,

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

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

Annexure-12: IMPORTANT INFORMATION

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

Postal Address:

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

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

Manager Purchase, Email: vivekjha@bhel.in; [Ph+91-9429198214](tel:+919429198214)

Manager Purchase, Email: tapishkhandelwal@bhel.in Ph: +91-9010903666

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

GM Purchase, Email: rmalhotra@bhel.in. Ph: +91 – 712 – 2858 – 633

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

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

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

5. ~~"Pradhan Mantri Kaushal Vikas Yojna: The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in Charge. Failure on the part of contractor to obtain approval of Engineer in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".~~

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

Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract: "Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest."

7. Conflict of Interest among Bidders/ Agents:

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

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; **and**
- 2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.”

8. Acceptance of Bank Guarantee (BG)

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

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

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

State Bank of India
ABN Amro Bank N.V.
Bank of Baroda
Canara Bank
Citi Bank N.A.
Corporation Bank
Deutsche Bank

BHEL PSWR
Notice Inviting Tender

E-Tender Spec No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Page 44 of 73

.....
HDFC Bank Ltd.
The Hongkong and Shanghai Banking Corporation Ltd
ICICI Bank Ltd.
IDBI Ltd.
Punjab National Bank
Standard Chartered Bank
State Bank of Travancore
State Bank of Hyderabad
Syndicate Bank

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

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

9. The clause 2.7.9.1 below is added under the heading **"Rights of BHEL"** of General Conditions of Contract Volume-IC GCC:

2.7.9.1 Provision of Penalty in case of slippage of Intermediate Milestones:

- i) **Two major Intermediate Milestones are mentioned as M1 & M2 in Chapter VI: Time Schedule of Vol IA Technical Conditions of Contract.**
- ii) In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to Form 14.
- iii) In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 2% of Executable Contract Value, will be withheld.
- iv) In case delay in achieving M2 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value*, limited to maximum 3% of Executable Contract Value, will be withheld.
- v) Amount already withheld, if any against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 Milestone.
- vi) Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.
- vii) Final deduction towards LD (if applicable as per clause 2.7.9 above), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.
- viii) In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.

* **Executable Contract Value** - Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.

10. Broad Terms & Conditions of Reverse Auction:

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

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

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

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

Note:-

1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on www.bhel.com against works contract.
2. In case of enquiry through e-procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.
3. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

11. Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC
12. Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP: The guarantee period shall commence from the date of Completion of contract as certified by BHEL Engineer.
13. OVER RUN COMPENSATION: ORC clause no 2.12 of standard GCC shall Not be applicable
14. PRICE VARIATION COMPENSATION: PVC clause no 2.17 of standard GCC shall Not be applicable
15. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Pandemic/Epidemic outbreak. The related towards quarantine Centre/Medical expenses etc., if any, shall be in the bidder's scope.

2877

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

CONTENTS

Sl. No.	DESCRIPTION	Chapter
Volume-IA	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Technical Specification	Chapter-IX
10	General	Chapter-X
11	BOQ and Percentage Weightage'	Chapter-XI

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: Project Information

Sl. No.	Description	Details
1	Project Title	2X800MW Lara Super Thermal Power Station,Stage-II
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)
3	Location	The project is located in Raigarh district of Chhattisgarh State. The project is located south-east of Raigarh town near village Lara, bounded by villages Lara, Chhapora & Lohakhan and on the western side of Odisha State boundary.
4	Nearest Railway Station	The project site is approachable from NH-200 (Raigarh–Sarangarh) via Kondatarai through State PWD Road.
5	Nearest Airport	The nearest commercial airport, Raipur is about 250 kms from the project site.
6	Access By Road/Major Cities	The project site is approachable from NH-200 (Raigarh–Sarangarh) via Kondatarai through State PWD Road..
7	Temperature	Mean of daily minimum temperature = 13.2°C Mean of daily maximum temperature = 41.8°C
8	Wind Speed	Design wind speed is 39 m/sec as per IS: 875 Part III

Above information furnished are for general guidance of Contractor. However, Contractor has advised to visit the site and appraise himself about the conditions of site and infrastructure available in the area for fulfilling their commitments under the contract.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2.0 SCOPE OF WORK

2.1 Scope of Work: -

This specification covers manufacturing / fabrication, supply, loading, unloading, transportation, receipt at site, assembly, erection, painting of steel structures of 09 No. closed storage shed. Required hardware, Pre-Painted Galvanized sheets, wall cladding, windows, Door, Turbo Vent, FRP, Rolling Shutter ventilators with canopy and Handing over of Closed Dismantle/Re-assemble type Pre-Engineered, Pre-fabricated Steel Storage Sheds in all respect. This also includes workmanship guarantee for **12 months** of operations for performance, of materials supplied and erected by them covered under the scope of the contract. All the major fabrication jobs shall be done at contractor's works elsewhere and to be transported to designated sites for assembly, erections, associated finishing works as per detailed specification.

Foundation Bolts & its nuts shall not be in the scope of Bidders & same shall be supplied & fixed by Civil agency of BHEL.

All the items in BOQ shall be read in conjunction with the relevant Technical Specification attached with this tender specification and work shall be carried out accordingly. All the report shall be submitted in the prescribed Performa as mentioned in tender documents and No extra claim shall be entertained on this account.

Tentative drawings are attached as 'Vol – I F Drawings' for bidder guidance. The subject contract shall be an item rate contract. RFC drawings shall be issued progressively after award and during execution of work.

2.3 STRUCTURAL STEEL WORK

All materials for structural steel works have to be supplied by the contractor and necessary test certificates of the materials procured for this work has to be submitted for scrutiny. All fabrication and erection of structures must be executed according to the specification and drawings. Erection of trusses is true to line and level and aligned properly, as per drawing and instruction of Engineer In-charge. All structural material should be procured from approved Source of BHEL.

- Design drawing will be provided by BHEL; **Fabrication drawing is in bidder scope**. No additional payment on account of fabrication drawing will be paid by BHEL. Fabrication drawing shall be approved by BHEL.
- **PAINTING SCHEDULE:** - Structural / steel members will have 1 coat of Zinc Chromate primer (surface preparation of the section as per the standards to suit the climatic conditions) followed by 2 coats of synthetic enamel paint, if not pre-coated.
- The roof truss should have bolted joints at crown and at both ends.
- **Welding** shall be strictly in accordance with IS 9595

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

- **Connection fasteners:** All primary connections fasteners shall be of high tensile strength bolts of grade 8.8 conforming to IS 1379 and Secondary connection fasteners shall be of Grade 4.6 machine bolted. Sheeting fasteners shall be self-tapping/self-drilling screws with EPDM washers and nuts with hexagonal heads complete from reputed manufacturer shall be included in the scope.
Since these are detachable sheds & to be in repetitive use at other locations, proper marking (permanent) shall be made for identification to ease re-erection. The stores shed shall be so designed that it can be dismantled at any time and may be transported and to be re-erected at other location.

Material specifications:

The following is the list of the material standards and specifications for which the building components is designed.

S.NO.	Materials	Specifications	Steel Yields
1	Built-up Members	ASTM A572M Gr50	Fy = 345 MPa
2	Hot Rolled Secondary Members	IS: 2062 Gr.A	Fy = 250 MPa
3	Cold Formed Secondary Members	ASTM A 570 M Gr65	Fy = 450 MPa
4	Sheeting Panels	ASTM A 792 M	Fy = 550 MPa
5	X-Bracing Members, Roads	IS: 2062 Gr.A	Fy = 250 MPa
6	Anchor Bolts	IS: 2062 Gr.A	Fy = 250 MPa
7	High Strength Bolts for Primary Connections	ASTM A 325 M- ANSI 18.2.3.7/18.2.3.6M OR IS 4000-1992 CLASS 8.8	Grade 8.8
8	Machine Bolts for Secondary Connections	IS: 1367 Class 4.6 (Part 1 to 3)	Grade 4.6
9	Self Drilling Self Tapping Screws	AS 3566.1 – 2002 Corrosion Resistance Class-3	-
10	Welding	70 ksi Electrode	Futs=480Mpa

2.4 CLADDING:

- Roof and side cladding with min. thickness of 0.47mm & 0.55mm respectively as per drawing/BOQ. Both roof and side cladding are to be made “Water Tight”. Roof slope shall be 1:10.
- Purlins for wall & roof cladding shall be ‘Z or C’ shape made-up with pressed steel.
- **Gutters:** 26G metallic Eaves gutter including all fixing accessories like clamps, drop end etc.
 - a. **Down Take Pipes:** Sufficient Rain Water down Pipe shall be provided and properly connected with gutters all around the sheds.

2.5 GENERAL

BHEL-PSWR

Tender Specification No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Technical Conditions of Contract –Volume I A (Part I : Contract Specific Details)

Page 50 of 73

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

All works at Contractor place shall be carried out in proper workmanship. Items of works covered by the following specification shall be carried out as per approved MQP by BHEL. Unless otherwise specified in this section or in the description of item, the cost of stage of works including all materials mentioned hereunder shall be deemed to have been included in the rates of items provided in the schedule.

Bidders may take note of the following points while sending their offers:

- a) The quoted prices also include the cost of receipt, unloading, stacking and handling of materials supplied by vendor from its work to LARA site, assembly and erection with associated works.
- b) Bidders are requested to gather all relevant information & prevailing local laws etc. in the specified regions. No claim shall be entertained on account of lack of knowledge of site condition.
- c) The above technical specification is a minimum requirement and idea for the bidders only.
- d) The materials and workmanship must be of good quality and accepted standards and specifications. BHEL reserves the right to reject any material not up to the specification. After completion of work, the building and areas around them should be cleared of all rubbish, debris etc. and handed over in fit condition for occupation.

2.6 Inspection & acceptance of goods: It is subject to BHEL inspection at supplier's works before dispatch or on receipt of materials at destinations as the case may be, as per the agreed/approved MQP. Final/ stage inspection will be carried out at the destination/ supplier's works by the authorized inspection officials in line with agreed MQP. Wherever preliminary or stage inspection is to be carried out at supplier's work, the same is subject to final acceptance after receipt of material at destination and the decision of purchaser shall be final.

2.7 Quality Plan: Vendor to submit quality plan after receipt of work order. The quality plan is expected to cover generally specification of item, the stage inspection to be carried out, Guarantee/ Warranty/Test certificate/Inspection report, sampling plan as per relevant IS specification. The bidder/vendor shall furnish the details of the inspection facilities available with him in the quality plan, as applicable. The vendor is requested to ensure work completion as per approved QP in all aspect before start of work. The vendor should provide calibrated instrument etc. for carrying out the inspection as per the quality plan.

2.8 Rejection: The seller shall intimate the purchaser in writing within 15 days after receipt of rejection advice regarding the disposal of rejected material and action plan for replacement. If no information is received within this time, the purchaser shall be at liberty to return the material at the risk and cost of the seller after recovering the cost if any, including inward freight and other incidental charges incurred. The purchaser will not be responsible for the rejected material thereafter and no claim will rest on them.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

2.9 Packing, Marking and Forwarding

Packing: The supplier shall arrange for secure protecting packing of the goods suitable for tropical condition to avoid loss, damage or atmosphere action during transit by road. The packing standard shall comply with relevant National standards wherever available, carrier's conditions of packing or established trade practice. The seller shall be liable to replace the material or reimburse the value of the loss notwithstanding whether insurance is arranged by him or not. The packing materials and cases and packing charges are included in the quoted price unless otherwise agreed.

Marking: The following marking shall be made on each package in black bold capital letter.

- A) Name of CONSIGNOR – ("Supplier's name)
- B) Name of CONSIGNEE – Bharat Heavy Electricals Limited - PSWR
- C) WEIGHT: Gross & Net

The above marking should be stenciled or written in bold letter on the package. Should the packages too small, suitable cards/metal tags giving these details may be tagged or nailed. Copy of the packing slip should be kept in each package without failed.

Dispatch Intimation: Immediately after dispatch, the seller shall intimate BHEL PSWR Lara site. The details of the items dispatched Quantity, Order Reference and LR/RR no and date by Fax/e-mail.

Name of the officials

Construction Manager,

BHEL Site office,

2X800 MW NTPC LARA Super Thermal Power Station, Stage II Project

PO-PUSSORE, VILLAGE-CHHAPORA, Dist. RAIGARH CHHATTISGARH-496440

2.10 Other Related Activities: -

The contractor shall take adequate precautions to ensure complete safety and prevention of accidents at site. The safety precautions shall conform to IS codes wherever applicable.

All the above jobs shall be as per BHEL Engineer's instructions, drawings, and detailed specification.

Safety Manual of BHEL/NTPC as applicable for LARA Project must be implemented during execution of works at LARA Site. Bidder shall also be responsible for execution of site works under the supervision of Safety Officer to be deployed by bidder himself during course of erection at site.

2.11 Field Quality Assurance:

The contractor shall be responsible for day-to-day quality checks of fabrication, erection and welding works during the progress of work. All quality records and log sheets shall be maintained as per the requirement of BHEL/BHEL'S customer and as per Field Quality Plan approved by BHEL. Cutting plans, Fabrication protocols, erection protocols, welding protocols,

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

DP test protocols etc shall be made on regular basis as per approved formats. During erection, alignment of various members shall be checked as per approved erection tolerances with the help of laser alignment tools (HILTI make or equivalent) to the extent possible. The Contractor shall establish their own field quality lab or have tie-up with approved lab by BHEL of the plant if so required by BHEL.

2.12 In case of non-finalization of delay analysis, BHEL at its discretion may provide provisional time extension with withholding 10% of running bills.

2.13 The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Bidders are requested to specifically note the following:

*Bidders are requested to have **pre-bid visit/ inspection of site** to make them fully acquainted with the site situation & nature of job. No claim shall be entertained at later date on account of non-familiarization of site conditions. Bidders may fix up their site visit in consultation with below mentioned contact person:*

Sh PRATISH GEE VARGHESE BHEL Site Office: 2X800 MW Lara TPS Email: pgv@bhel.in Ph. No: + 91 9730644485	Sh. ANAND KUMAR PSWR Nagpur Email: aanand@bhel.in Ph. No: +91-7410783776
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2.13 Labour and Staff Colony: The following are in the Bidder's scope of work for labour & staff colony:

- Development of Bidders temporary staff colony and labour colony having adequate no. of rest rooms along with toilets & fencing etc.
- All Civil and Structural work associated with drinking and service water for Bidder's labour and other personnel at the work site/colony/offices including pump houses, pipes, overhead tank, tube wells etc.
- Providing and maintaining facilities for safety, welfare, drinking water and sanitation, hygiene, biennial health check-up etc. for construction workers at their workplaces as well as at labour & staff colonies.
- The facilities for occupational safety, healthy environment, first aid, drinking water, resting place & toilets, canteen, crèche, etc. shall be provided at the workplace for construction workers by the contractor.

Development and maintenance of above facilities for construction workers hired by the Contractor shall solely rest with the Contractor

2.14 Construction Power (Provided by BHEL free of cost for Construction purpose only):

1. Construction power (three phase, 415 V/ 440 V) will be provided free of cost at one point near the site at a distance of approx. 500M. Further distribution shall be arranged by the

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

contractor at his own cost and services. Contractor shall be responsible for fulfilment of all requirements including statutory requirements in this regard. Contractor shall deploy and install required energy meter, cables, fuses, distribution boards, switchboards, bus bars, earthing arrangements, protection devices and any other installation as specified by statutory authority/act. Contractor shall also obtain approvals of appropriate authority and pay necessary fees, levies etc towards the clearance of such installations, prior to use. Sufficient power factor compensation equipment like capacitor shall be provided by contractor for reactive loads like welding machines etc. In case of any fine/penalty on account of low power factor, same shall be shared by contractor proportionately according to power consumption.

2. Contractor shall make necessary arrangements for onward distribution of construction power taking due care of surrounding construction activities like movement of cranes & vehicles, civil work, fabrication/construction/assembly/ erection etc. and safety of personnel. It may become necessary to relocate some of the installations to facilitate work by other agencies or by him.

3. It shall be the responsibility of the Contractor to provide, maintain the complete installation on the load side of the supply with due regard to the safety requirements at site. All cabling and installations shall comply in all respects with the appropriate statutory requirements. The installation and maintenance of this shall be done by licensed and experienced electrician.

4. While reasonable efforts will be made to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labor, extension of time etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the target.

5. Contractor to note that till construction power is made available by BHEL (approx. within 3 months from start of work at site); contractor shall make his own arrangement like DG set etc. The contractor shall also take the approval/ permission of statutory authorities for his DG set installation. The Contractor has to make his own arrangement for the same as required to carry out the job under the scope of work within the quoted rate. Nothing extra shall be paid on this account of DG set up and running for construction and office maintenance etc.

6. Contractor shall be well equipped with back-up power supply arrangement like DG set and diesel operated welding machine etc. to tackle situations arising due to failure of supplied power, so as to ensure continuity and completion of critical processes like Operation of Batching Plant, Concreting, etc. that are underway at the time of power failure or important activities planned in immediate future.

7. BHEL is not responsible for any loss or damage to the Contractor's equipment as a result of variations in voltage or frequency or interruptions in power supply.

8. Contractor is advised to maintain the calibrated energy measuring instruments and use their system as efficiently as possible to maintain the HT side input energy meter reading and LT side outgoing energy meter reading to sub-contractors as equal.

9. The bidder will have to Procure & install General mobile illumination system during construction right from start of his work. This system will include temporary pole lighting, portable lighting towers with DG back-up, within the quoted price. The illumination should be such that minimum illumination requirement as specified by Indian standards for general illumination is maintained.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – II: Scope of Works and Technical Specifications

10. Contractor to arrange energy meter for office.

General:

If any other voltage level (other than normally available) is required, the same shall be arranged by the contractor from power supply as above. Contractor will have to provide at his own cost necessary calibrated energy meters (tamper proof, suitably housed in a weather proof box with lock & key arrangement) at point of power supply along with calibration certificate from authorized/ accredited agency for working out the power consumption. In case of recalibration required for any reason the necessary charges including replacement by calibrated meters is to be borne by the contractor. Supply of electricity shall be governed by Indian Electricity Act and Installation Rules and other Rules and Regulation as applicable. The contractor shall ensure usage of electricity in an efficient manner and the same may be audited by BHEL time to time. In case of any major deviation from normally accepted norms is observed, BHEL will reserve the right to impose penalty as deemed fit for such cases.

Contractor to arrange calibrated energy meter (tamper proof, suitably housed in a weather proof box with lock & key arrangement) for office and this construction power at office is chargeable as per applicable tariff rates.

2.15 Construction water (Provided by BHEL free of cost):

Construction water will be provided free of cost at one point within the plant boundary. Bidder has to make arrangement of further distribution of water at his own cost. No extra payment shall be made under this account. The agency should also construct a sump of suitable size for storage of construction water as per their site requirement for use in batching plant and construction purposes

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT (Only for Erection at Site)			
3.1.1	FOR CONSTRUCTION PURPOSE AT SITE:			
a	Open space for office (as per availability)	Yes		Location will be finalized after joint survey with owner.
b	Open space for storage (as per availability)	Yes		Location will be finalized after joint survey with owner.
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements for shelter and transportation of labors as per their requirement.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	Construction Plan shall be approved by BHEL/NTPC
3.2.0	ELECTRICITY			
3.2.1	Electricity For construction purposes			
a	Single point source (of Voltage 415 V, A.C.,3 Phase , 50 Hz)	Yes		Free: Bidder to make its own arrangement for distribution of electricity at its own cost.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	Electricity for the office, stores, canteen etc of the bidder			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
a	Single point source		Yes	Free. However initially during start of work, in case construction power is not available, then bidder may make his own arrangement for construction power with DG Set. Refer Clause 2.14.5 of chapter II TCC.
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc		YES	Contractor has to make his own arrangement.
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes:			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<u>Water supply for bidder's office, stores, canteen etc.</u>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<u>Water supply for Living Purpose</u>			
a	Making the water available at single point		Yes	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl.No	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	LIGHTING			Note: The area lightning of BHEL's Material store/ yard and premises shall be in the scope of BHEL.
a.	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			
a	Telephone, fax, internet, wi-fi, e-mail services etc		Yes	
3.6.0	COMPRESSED AIR wherever required for the work		Yes	
3.7.0	Demobilization of all the above facilities		YES	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		Yes	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.9.1	Engineering works for construction:			
a	Providing the erection/constructions drawings for all the materials covered under this scope	Yes	Yes	For Details Pl refer Chapter-IF

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – III: Facilities in the scope of Contractor/BHEL

Sl.No	Description PART II 3.9.0 ERECTION FACILITIES	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	Drawings for construction methods	Yes	Yes	In consultation with BHEL
c	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		Yes	Changes are to be marked in drawing & handover to BHEL on completion of work.
d	Shipping lists etc for reference and planning the activities			NOT APPLICABLE
e	Preparation of site erection schedules and other input requirements		Yes	In consultation with BHEL
f	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	In consultation with BHEL
g	Weekly erection schedules based on Sl No. e		Yes	In consultation with BHEL
h	Daily erection / work plan based on Sl No. g		Yes	In consultation with BHEL
i	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in a month.		Yes	
j	Preparation of preassembly bay			NOT APPLICABLE
k	Laying of racks for gantry crane if provided by BHEL or brought by the contractor/bidder himself			NOT APPLICABLE
L	Arranging the materials required for preassembly			NOT APPLICABLE

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter – IV: T&Ps and MMEs to be deployed by Contractor

A: TOOL & PLANTS

CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES, AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF SUBJECT WORK.

B: MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT TO BE FINALIZED AT SITE.

NOTE:

CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK

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

BHEL WILL NOT PROVIDE ANY MATERIAL OR ANY T & P's FOR THIS WORK.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

TIME SCHEDULE & MOBILIZATION

6.1 Initial Mobilization and Time Schedule:

- entire supply & Installation works are to be completed within the **contract period of 10 (Ten) Month** in a manner required by BHEL to match with the following schedule:

Sl No	Description	Time Schedule
1	Supply of Fabricated Structures & Sheets with all fittings, accessories etc all complete at LARA Site for 2 Nos of Sheds and its Installation	Within 4 (four) Months from Start date. BHEL shall provide foundation for 2 sheds progressively by end of 3 rd month from start date
2	Supply of Fabricated Structures & Sheets with all fittings, accessories etc all complete at LARA Site for next 3 Nos of Sheds and its Installation	Within 7 (Seven) Months from Start date. BHEL shall provide foundation for next 3 sheds progressively by end of 5 th month from start date
3	Supply of Fabricated Structures & Sheets with all fittings, accessories etc all complete at LARA Site for balance 4 Nos of Sheds and its Installation	Within 10 (Ten) Months from Start date. BHEL shall provide foundation for balance 4 sheds progressively by end of 8 th month from start date

- DATE OF ACTUAL START OF CONTRACT SHALL 15 DAYS FROM ISSUE OF LOI BY BHEL**
- After issuance of LOI (through email/fax/courier), Contractor shall submit a detailed plan for fabrication of storage shed, supply at site, mobilization of manpower and T&P at site, with detailed completion program in line with above schedule.
- The above schedule is only tentative. The above schedule shall be advanced, if there are requirements to advance the project schedule and the civil works in the scope of the contractor is to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

- In order to meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

6.2 Provision of penalty in case of slippage of intermediate milestones:

- In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 hereunder, delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones.

Milestones	Activity	Schedule of completion from start of work
M1	Supply of Fabricated Structures & Sheets with all fittings, accessories etc all complete at LARA Site for 2 Nos of Sheds and its Installation	Within 4 (four) Months from Start date.
M2	Supply of Fabricated Structures & Sheets with all fittings, accessories etc all complete at LARA Site for next 3 Nos of Sheds and its Installation	Within 7 (Seven) Months from Start date.

- Note: Refer NIT “**Annexure-12**” regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: TERMS OF PAYMENT

7.0 TERMS OF PAYMENT

7.1 Stages of Progressive Payment

7.1.1 On Supply and receipt at site of fabricated structural materials like structural members , cladding and roofing sheets, wall paneling as per approved drawings/ BOQ - 70% (of accepted price). This value shall be further divided on prorata basis on monthly supply progress limited to supply of complete structure material of at least 1 shed.

7.1.2 Completion of erection of structural items, roof and side cladding including finishing works – 20%. This value shall be broken further divided on prorata basis on monthly erection progress. The billing break up can be finalized with BHEL engineer in charge.

7.1.3 Handing over to BHEL in all respect – 5.0%. This value shall be broken further divided on prorata basis on handover of a minimum of complete single shed.

7.1.4 Balance amount of 5% payment will be released after the guarantee period of 12 months as per the provision of GCC. The guarantee period shall commence from the date of completion and handed over of each shed to BHEL.

7.2 The payments for works under the scope of this contract shall be as per clause no 2.6; 2.22; 2.23 of General Conditions of Contract and Volume-IB, Chapter-X of SCC. However, Clause No. 10.5 on RA Bill Payments, in Volume-IB, Chapter-X of SCC, is revised as under:

The payment for running bills will normally be released within 30 days of submission of running bill complete in all respects with all documents. It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile. No interest shall be payable for the payment (if any) made beyond 30 days.

All documents like HR Clearance, Quality and Safety Compliances, etc. required for processing the RA Bills should be submitted along with RA Bills.

Few points of consideration are as below:

The measurements sheets of work done in a month shall be submitted in triplicate duly agreed/signed by BHEL Engineer. The contractor shall extend all necessary assistance for verification of measurements of works without any extra cost.

7.2.1 The RA bill payments are interim payments and bills shall be submitted in prescribed formats.

7.2.2 BHEL will release payment through **Electronic Fund Transfer (EFT)/RTGS**.

7.2.3 Final bill shall be submitted after completion of works and upon material reconciliation along with all prescribed formats.

7.3 **The Bill will be paid at BHEL's Site office, 2X800 MW NTPC Lara Chhattisgarh where the PEB sheds will be erected.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: TERMS OF PAYMENT

- 7.4 Extra/Additional Items of Work: - The works shall be regulated as per clause no 2.15 and clause no 2.16 of General Conditions of Contract.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VIII: Taxes and Other Duties

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

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST** :
The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:
BHEL GSTN – As per **Annexure -1**
NAME -- Bharat Heavy Electricals Limited
ADDRESS – Site address
7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-
Email id ---- to be intimated later on.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VIII: Taxes and Other Duties

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

12. **New taxes and duties:**-Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VIII: Taxes and Other Duties

basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

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

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

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

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

ANNEXURE-1

State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
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BHEL-PSWR

Tender Specification No: BHE/PW/PUR/LRPT2- PEB SHED/2877

Technical Conditions of Contract –Volume I A (Part I : Contract Specific Details)

Page 68 of 73

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VIII: Taxes and Other Duties

1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

ANNEXURE-2

BOCW Act & Cess Act

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

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- VIII: Taxes and Other Duties

7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IX: Technical Specification

Refer Vol-IE Technical Specification

Drawings

These drawings are for tendering purpose. The work shall be executed with the approval of drawings by BHEL during execution.

This is attached separately as Vol-1-E

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter- X: GENERAL

- 10.1 THE WORK SHALL BE EXECUTED UNDER USUAL CONDITIONS AFFECTING MAJOR THERMAL POWER PROJECTS IN AN EXISTING POWER PLANT AND IN CONJUNCTION WITH NUMEROUS OTHER OPERATIONS AT SITE. THE CONTRACTOR AND HIS PERSONNEL SHALL COOPERATE WITH PERSONNEL OF CUSTOMER'S CONTRACTORS, COORDINATING HIS WORK WITH OTHERS AND PROCEED IN A MANNER THAT SHALL NOT DELAY OR HINDER THE PROGRESS OF WORK AS A WHOLE.
- 10.2 ALL THE WORK SHALL BE CARRIED OUT AS PER THE INSTRUCTIONS OF BHEL ENGINEER. BHEL ENGINEER'S DECISION REGARDING CORRECTNESS OF THE WORK AND METHOD OF WORKING SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
- 10.3 THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
- 10.4 ALL NECESSARY CERTIFICATES AND LICENSES REQUIRED TO CARRY OUT THIS WORK ARE TO BE ARRANGED BY THE CONTRACTOR EXPEDITIOUSLY.
- 10.5 ALL CRANES, TRANSPORT EQUIPMENTS, HANDLING EQUIPMENT, TOOLS, TACKLES, FIXTURES, EQUIPMENT, MANPOWER, SUPERVISORS/ENGINEERS, CONSUMABLES ETC REQUIRED FOR THIS SCOPE OF WORK SHALL BE PROVIDED BY THE CONTRACTOR.
- 10.6 ALL EXPENDITURE, INCIDENTALS IN THIS CONNECTION WILL HAVE TO BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE RELEVANT CLAUSES ELSEWHERE IN THESE SPECIFICATIONS. THE CONTRACTOR'S QUOTED RATES SHALL INCLUDE ALL SUCH CONTINGENCIES. IN THIS CONNECTION REFER RELEVANT CLAUSE OF GENERAL CONDITIONS OF CONTRACT.
- 10.7 THE CONTRACTOR SHALL PERFORM ALL REQUIRED SERVICES WHICH MAY NOT BE SPECIFIED HEREIN BUT NEVERTHELESS REQUIRED FOR THE COMPLETION OF WORK WITHIN QUOTED RATES.
- 10.8 THE DISTANCES INDICATED IN THESE SPECIFICATIONS ARE ONLY APPROXIMATE. HOWEVER, THE TENDERERS SHOULD ASSESS THE VARIOUS DISTANCES AND SITE CONDITIONS BY VISITING SITE BEFORE SUBMITTING THEIR OFFER. NO ADDITIONAL/EXTRA CLAIMS FOR ANY VARIATION IN THIS REGARD WILL BE ENTERTAINED.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter XI-BOQ and Percentage Weightage'

This Chapter consists of Part A & Part B of Volume II "Price bid":

CONTENTS	
Description of Parts of Vol-II "Price Bid"	Remarks
Part A: Instructions to the Bidders	Instructions are mentioned as below
PART B: % weightage for amount of individual items of Schedule of quantity	Refer Latest Chapter-XI of Vol-IA TCC (BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS)
PART C: Total Lump Sum Price for entire scope of Work	This part is implanted in the E- Procurement portal entitled as " Part-C of Vol-II Price Bid ".

Part A: Instructions to the Bidders

1. **Bidders shall quote Total Lump-sum Price for the entire scope of work at the place implanted in the E-Procurement Portal titled as "Part-C of Vol-II Price Bid".** Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
2. BHEL has fixed the % weightages as in "Part-B" for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II.
3. Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
4. Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
5. For the convenience of bidders, BHEL has issued an excel sheet with all requisite formulae as detailed above. ***However, this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.***
6. Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No.4 above.

PART B: % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in "Part C of Vol-II-Price Bid")

Note: This Chapter-XI is uploaded separately as file titled '**Chapter XI-BOQ and Percentage Weightage'-2877**